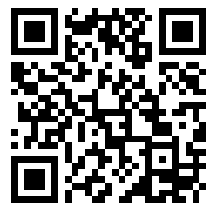
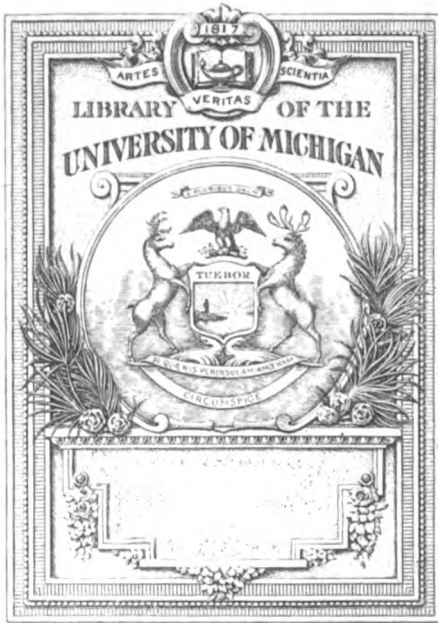

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THE LOUISIANA HISTORICAL QUARTERLY

Vol. 10, No. 1

January, 1927

Documents Concerning Bienville's Lands in Louisiana, 1719-1737

By Heloise H. Cruzat
With Introduction by the Editor

The First Great River Captain

Arranged and Edited by J. Fair Hardin

Introduction of Jean Francois Pasquier as Councillor-Assessor in the Superior Council of Louisiana, 1737

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Editor's Chair—The Tenth Year of The Quarterly In Memoriam W. R. Irby

By Henry P. Dart

Records of the Superior Council of Louisiana, XXXIII

By Heloise H. Cruzat

Index to the Spanish Judicial Records of Louisiana, XVI

By Laura L. Porteous

Published August, 1927

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IMPORTANT NOTICE

LOUISIANA HISTORICAL SOCIETY PUBLICATIONS

The supply of the following issues is practically exhausted:

PROCEEDINGS—Vol. 2, Nos. 1 and 2, 1897-1898.

QUARTERLIES—Vol. 2, No. 4 (October, 1919).

Vol. 3, No. 1 (January, 1920).

Vol. 3, No. 4 (October, 1920).

Synopsis of the History of Louisiana by the Chevalier Guy Soniat du Fossat. Unnumbered publication.

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Vol. 10
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1927

HENRY P. DART, EDITOR



PUBLISHED QUARTERLY BY LOUISIANA HISTORICAL SOCIETY
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THE LOUISIANA HISTORICAL QUARTERLY

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January, 1927



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DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1719-1737.

(Covering the Documentary Evidence of all the Original Grants made to him
in 1719 and the subsequent disposition of the same.)

Transcribed and translated from the Louisiana Historical Society's
"Book of Concessions."

By HELOISE H. CRUZAT.

With Introduction and Editorial Supervision by the Editor
of the Quarterly.

FIRST INSTALLMENT

INDEX TO DOCUMENTS PRINTED HEREWITH

1. Map of Bienville's property, made under his orders 1737,
with separate list of names appearing thereon.
2. Documentary History of Bienville's Concessions above and
opposite New Orleans, 1719, viz:
 - I. Copy of the original grant to Bienville.
 - II. Excerpt from Registry in Louisiana showing registration of the Con-
firmation of the Concession granted by the Directors of the Company
of the Indies.
 - III. Letter to Bienville from d'Artaguette, one of the Directors.
 - IV. Petition of Bienville to the Conseil de Regie in Louisiana for authority
to settle Germans on said concessions.
 - V. Certificate of Survey fixing limits or boundaries between the lands of
Bienville opposite New Orleans and the adjoining lands of the Com-
pany of the Indies.

EDITORIAL INTRODUCTION

The Louisiana Historical Society is in possession of a bound manuscript volume called the "Book of Concessions," consisting of transcripts made for the Society in Paris many years ago, covering land grants made by the Company of the Indies, 1719-31, to induce settlement and colonization in Louisiana. The Quarterly had this book copied and translated by Mrs. Heloise H. Cruzat with the intention of publishing the same, but we find the original compiler did not exercise any judgment in assembling these sheets, either as to date or subject and, on the contrary, pitched them together in disorder. It would only perpetuate this error to print the Book of Concessions in sequence and we have concluded to follow an orderly course, assembling all papers on each subject in chronological order. The student will thus have before him all that the book contains on any subject, and may also be assured that the series begun here will include everything contained in the Society's Book of Concessions.

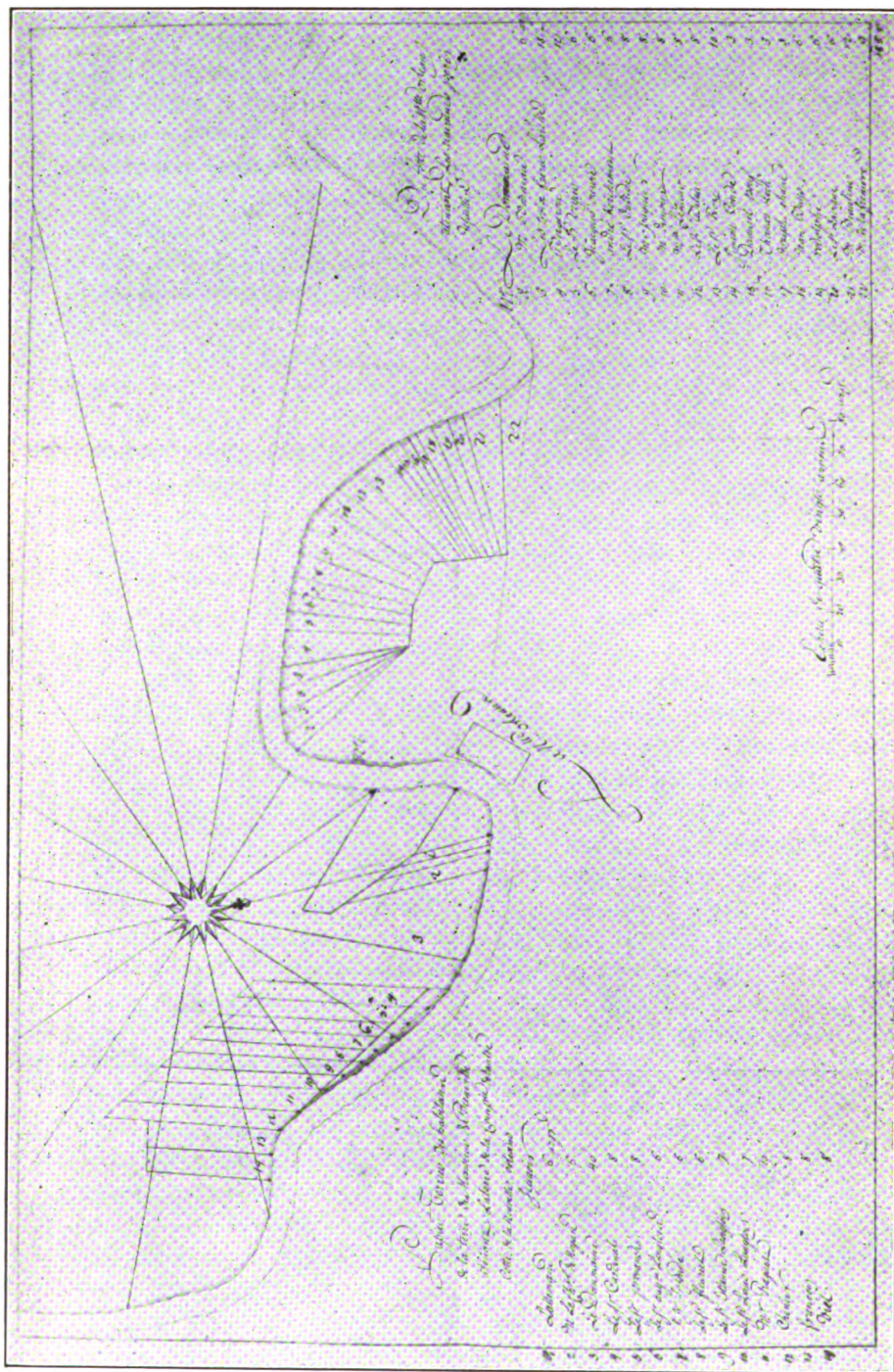
We should add that the original transcription in France contains no indication of the Bureau or place where the original may be found, but there is no reason to doubt that our documents are correct transcripts of originals still in France.

It must be added that the series here begun will open for the first time the details of French Colonial Policy on the subject of the distribution of land in the Colony at the start. It is an obscure page in our history and the story developed by the documents will be peculiarly interesting to us because the greater portion of the Concessions were located in and around New Orleans and contiguous territory up the Mississippi River as high as Natchez. Papers previously printed in the Quarterly touch some angles of the topics, notably Mrs. Cruzat's "Sidelights on Louisiana History," *La. Hist. Qy.* Vol. 1, No. 3, pp. 99-103 and pp 116-123, and the same author's "Concession of Ste. Catherine at the Natchez," *La. Hist. Qy.* Vol. II, p. 164 *et seq.* See also "The Concession at Natchez," *La. Hist. Qy.*, Vol. 8, 389, and "Documents concerning Sale of Chauaches Plantation in Louisiana," *La. Hist. Qy.*, Vol. 8, p. 589 *et seq.* Other papers that should be consulted are Soniat's History of the Title to the Jesuit Plantation, Publications *La. Hist. Society*, Vol. 5, p. 5, and J. J. O'Brien, S. J., Sketch of the Expulsion of the Society of Jesus from Colonial

Louisiana, Publications La. Hist. Society, Vol. 9, page 9. But nothing contained in the papers cited will modify the view that this series of original documents here presented will, when completed, be the most important body of historical source material yet printed in the Quarterly.

The first subject to be treated is the history of the Bienville Grants and to make this clearer at the start, we have reproduced here a map of the same made under Bienville's supervision in 1737.

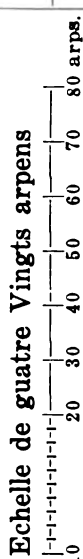
HENRY P. DART.



MAP OF BIENVILLE'S CONCESSIONS

LIST OF NAMES OF SETTLERS ON BIENVILLE'S CONCESSIONS REPRODUCED FROM THE MAP OF 1737.

Papier Terrier des habitants de la terre de Monsieur de Bienville atenant La terre de la Comp ^{ie} de lautre Cotté de la Nouvelle Orleans		Du Cotté de la N ^{lle} Orleans atenant Les reverands peres Jesuittes	
N ^o	Scavoir	N ^o	6 arps
1	Lallemand	1	Le Domaine
2	Le Cher de Noyan	2	M ^r Bonneau
3	Le Domaine	3	Les trois freres Larche
4	Le Sr Cardinal	4	Bergeron
5	Le Sr provanché	5	Le Sr Vigier
6	Le Sr Aug ⁿ Langlois	6	Jacques ouvre
7	Le Sr Lasonde	7	Andre Kerchement
8	Le Sr fleuriet	8	Le Sr dulude
9	Le Sr Estienne Langlois	9	M ^r paquier
10	Le Sr Louis Langlois	10	M demouy
11	M ^r Raguet	11	M ^{lle} Lesueur
12	Chenier	12	Le Sr Belair
13	francois	13	Le Sr Roy
14	Viel	14	Simon Conde
		15	Daniel pouf
		16	Thomas Lech
		17	Joseph Chanc
		18	Jean Buys
		19	rudolphe
		20	Le Sr Lavigne
		21	M Beaulieu
		22	M Lafreniere
			1558



HISTORY OF BIENVILLE'S CONCESSIONS ABOVE AND OPPOSITE NEW ORLEANS

On March 27, 1719, a document was executed at New Orleans by Bienville and Hubert, Directors of the Company of the Indies, granting the former certain land above New Orleans and on the same side of the River (Book of Concessions, p. 20).

This document is as follows:

I

TRANSLATION

Copy of the titles of Mr. de Bienville (Book of Concessions, p. 20).

We, the Commandant General and General Directors on demand of Mr. de Bienville to grant him in allodium¹ the concession of a tract situated above and at the limits² of New Orleans, facing the Mississippi River and in depth running West quarter North West to the Mississippi, in the bend³ above the Chapitoulas, which land cannot be better bounded nor surveyed because the land is flooded.⁴

We, by reason of our authority⁵ have conceded the said tract to my said Sieur de Bienville, upon which from this moment he may work and clear in places where it is practicable whilst awaiting the formal concession which will be sent from France.

Done at New Orleans, March twenty-seventh, one thousand seven hundred and nineteen.

Signed: de Bienville and Hubert.
The Directors of the
Company of the Indies.

The Company has confirmed and approved the act of which the above is a copy in consequence of which letters of concession in form will be forwarded to Mr. de Bienville for the tract granted to him by the said act on return of a proces verbal of the location, survey and limits of that tract.

Done at Paris in the Office (hotel) of the Company of the Indies on the sixth day of February, one thousand seven hundred and twenty.

Signed: Dartaguette.
Castaméte, Fromaget, Pioust, Ardencours, Gastebois, Thieroux.*

¹"en franc aleu." This could be translated *fee simple*.

²"bornes" (boundary).

³"dans l'ance" means cove, arm, but *bend* is the word as we have always used it in this country.

⁴"a cause des pays noyes."

⁵"en consequence de nos pouvoirs."

*The signers were the Directors of the Company of the Indies in France. In the original the first name is D'Artaguette, but Gayarre and Martin drop the (l) and we follow the established spelling in our translation.

Verified at Paris September ninth one thousand seven hundred and twenty-six. Received twelve sols.

Signed: Sounois.

In the margin is written:

Registered in the Registry of the Superior Council of the Province of Louisiana by us, Chief Clerk (greffier) in the said Council, in folio fifteen reverse of the said Register following the order of Mssrs. the Commandant and General Directors of the said Province, on the third of the present month, at New Orleans, on the twenty-first of April, one thousand seven hundred and twenty-three.

Signed: Rossard.

An extract collated copy of the originals and remitted in the moment by us, the clerk (greffier) of the Superior Council of Louisiana.

Signed: Henry.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana certify to all whom it may concern that the signature herewith of M^e Henry, Greffier, is genuine and that faith must be given thereto, in witness whereof we have signed these presents and caused to be signed by our secretary.

Given in our office (hotel) at New Orleans this seventeenth of December one thousand seven hundred and thirty-seven.

Signed: Salmon.

II

A second grant on the opposite side of the River must have been made the same day but we have no copy of it. The following document covers both grants:

EXCERPT from the Register
of Registrations of the
Concessions granted by
Mssrs the Directors of
the Company of the Indies.
in the Province of Louisiana.

A tract granted to Mr. de Bienville, Commandant General, in allodium,⁶ situated on the opposite side⁷ of New Orleans, which it faces on the west and on the east side the Point Saint Antoine conceded to Mr. Hubert, a flooded country⁸ to serve as a pasture ground for cattle, running in depth to the lake on the south side, about a league in distance, on March 27th, 1719, Confirmed by Mssrs. the Directors of the Company of the Indies, at Paris, on the 6th of February, 1720.

Moreover granted to said Sieur de Bienville situated above at the boundary of New Orleans, facing the Mississippi in depth running west one quarter North West to the Mississippi, in the bend" above the Chapitoulas March 27, 1719, confirmed and approved on the 6th of February, 1720, by Messrs. the Directors of the Company of the Indies at Paris.

The present excerpt from the said concessions registered on the first page of the leaf and on reverse of the said Register by us, Chief Clerk (greffier) of the Superior Council of the Province of Louisiana. At New Orleans on the seventh day of February one thousand seven hundred and twenty-four.

Signed: Rossard Greffier.

III

Letter from Dartaguetto to Bienville.

Les Concessions.
p. 12.

At Paris, February 6, 1720.

M. de Bienville:

The Company cannot send you, Sir, the formal letters of concession for the tract which you have chosen, until you have sent them a proces verbal of its situation and its extent, but you will find herewith the ratification of the act which Mssrs. the General Directors of the Colony have dispatched to you and which enables you to take possession of this land and to make there the establishments you will judge proper. The formal titles will not fail you when it will please you to demand them; the Company will always be disposed to give you pleasure, and I, in particular, very mindful to tender proofs of the perfect attachment with which I remain, Sir,

Your very humble and very obedient servant,

Signed: Dartaguetto.

⁶"en franc aleu."

⁷"autre coste."

⁸"pays noye."

"l'ause" may be either cove, creek, arm, but *bend* is the word most familiar to us.

IV.

Petition of Bienville to the Conseil de Regie (Council of Administration) of Louisiana for permission to locate twelve or fifteen German families on the tract above New Orleans.

Concessions. To the Gentlemen of the Council of Administration
p. 14. of the Province of Louisiana.

The Sieur de Bienville has the honor to state to you, Gentlemen, that the Company has granted him a concession of nearly three leagues above New Orleans which he cannot render productive for want of hands. He would wish to take, if agreeable to the Council, twelve or fifteen German families, among those who have entirely lost their provisions through the storm and who from this are obliged to try to hire themselves to support their families. The Sieur de Bienville would cede to each of them a portion of his concession with provisions for a year, tools to turn up the ground and to build, and would advance cows, hogs and poultry.

As the said Sieur de Bienville can make no treaty nor contract with the said families without the agreement of the Council, he petitions them to grant his request.

From New Orleans, this first of December, one thousand seven hundred and twenty-two.

Signed: Bienville.

Order of the Council on the Foregoing Petition

Concessions. Viewed and examined the agreement and conditions
p. 16.

passed between Monsieur de Bienville and the German families who would be obliged to begin a new establishment on account of the situation and the difficulties to be met with on the land they occupy at the Tensas and that besides they would be a burden on the Company for their subsistence and the fresh advances which would have to be given them.

The Council consents that the contract passed between Monsieur de Bienville and the said families be executed according to its form and tenor.

At New Orleans this eleventh of December, one thousand seven hundred and twenty-two.

Signed: Le Blond de Latour.
Delorme.

By my said Sieurs.
Bouquet./.

V.

Certificate of Survey Fixing Limits or Boundaries Between the Lands of Bienville Opposite New Orleans and the Adjoining Lands of the Company of the Indies

p. 24.

February 8th, 1728.

I, undersigned, Surveyor of the Province of Louisiana, certify to those to whom it shall appertain, that on the first day of October, one thousand seven hundred and twenty-seven, I went by appointment with the Sieur de Marsilly, also a surveyor, to the plantation of the Company of the Indies, opposite New Orleans, to survey the eighteen arpents front which it has reserved for itself; we began at the line of Monsieur Perier, Commandant General, and continuing along this line of M. de Bienville, we planted a boundary post of cypress wood and two pieces afterwards to close the line to the South which is common to the Company and Mr. de Bienville to twenty-five arpents in depth at the end of which we found the meeting or incidence of the common limit of Monsieur Perier on the eighth of the same month.

On the same day, October first, we went to plant the stake of the common limit of the Company with Monsieur Perier and two other pieces of cypress wood to form the S. E. line which we also measured to twenty-four arpents of depth where we made several crosses on trees found at the meeting point of the two limits on the third of the same month in the presence of Sieurs Joseph and Amelin, both overseers (économés).

Mssrs. Perier and de Noyan have agreed, the latter acting for Mr. de Bienville, after the planting of the stakes on the said river had been witnessed by both, that they will reciprocally take the S. S. E. as a boundary, it being precisely the middle of the angle of 45 degrees formed by the meeting of both lines mentioned in the present proces verbal, which could not be more inclined to spare the Company's land which forms a triangle and a segment of a circle formed by the sinuosity of the point as may be seen in the plan.

Messrs. Perier, de la Chaise, de Noyan and Broutin went upon said tract and agreed on what is specified in these presents which I shall certify where need may be.

Signed: Lassus, Perier.

De la Chaise, De Noyan./.

V.

*Certificate of Survey of Bienville's Lands Opposite New Orleans
Made Under Order of Governor Perier, January 15, 1728*

Con. I, undersigned, surveyor of the Province of Louisiana, certify to all whom it may concern that on the fifteenth of January, one thousand seven hundred and twenty-eight, I purposely, by order of Monsieur Perier, Commandant General of the Province, went to the Concession of Monsieur de Bienville on the opposite side of the river, which begins following the plantation of the Company, to survey the land it contains fronting the river in descending after having marked at the south the common boundary limit between the Company and my said Sieur de Bienville, following the agreement made on the first of October, one thousand seven hundred and twenty-seven; we began at the limit of the Company to measure ten running arpents in front for Monsieur the Chevalier de Noyan to the limit of the Domain of my said Sieur de Bienville, and continuing, we measured the forty-seven running arpents and one perch which my said Sieur de Bienville reserved for himself, following the said ten arpents which he conceded to my said Sieur Chevalier de Noyan, to the limit of Sieur Cardinal where we caused to be planted three pickets (stakes) which mark the limit on the south which shall be the common and permanent limit of all the plantations of the said land, that acknowledge holding their land in direct feudality from my said Sieur de Bienville.

On the following day sixteenth of the same day (month?), beginning at the limit of the said Domain, we measured ten running arpents which my said Sieur de Bienville conceded to Sieur Cardinal to the boundary limit of Sieur Provenché which we have had marked and gave their common limit to the South in the presence of the proprietors.

On the seventeenth of January starting from the boundary mark of the said Sieur Cardinal, we measured eight running arpents to Sieur Provenché which Monsieur de Bienville conceded to him to the boundary line of Sr. Augustin Langlois which we had marked and gave their common limit to the aforesaid in their presence.

On the same day, seventeenth, starting from the limit of Sieur Augustin Langlois, we measured six running arpents which

my said *Sieur de Bienville* conceded to *Sieur Hemery la Sonde* to the boundary of one *Fleuriet* which we had marked in their presence, giving them their limit always to the South.

On the same day above named we started at the boundary of *Hemery La Sonde* and measured six running arpents that said *Sieur de Bienville* has conceded to one named *Fleuriet* to the boundary of *Sieur Estienne Langlois* which we have marked in their presence and given them their limits always to the South.

On the same day, starting from the boundary of one *Fleuriet*, we measured seven running arpents and six perches, which my said *Sieur de Bienville* conceded to the *Sieur Estienne Langlois*, to the mark of the youngest *Langlois*, which we have planted as for the preceding.

On the same day starting from the boundary of the said *Sieur Estienne Langlois*, we measured six running arpents which *Monsieur de Bienville* conceded to the youngest *Langlois*, to the boundary stake of *Monsieur Raguét*, which we had planted as the preceding.

On the same day, aforesaid, descending the river and starting from the boundary of the youngest *Langlois*, we measured ten running arpents which my said *Sieur de Bienville* conceded to my said *Sieur Raguét* to the boundary of *Sieur Chenier*, which we had planted as the preceding.

On the same day, starting from the boundary of *Monsieur Raguét*, we measured eight arpents running which my said *Sieur de Bienville* conceded to the said *Sieur Chenier* to the stake of *Sieur Francois* and had stakes planted as the preceding.

On the seventh of February of the same year, starting from the boundary of one *Chenier*, having found the road passable, we measured eight arpents running, conceded from the remainder of the land of my said *Sieur de Bienville* to *Sieur Francois* to the boundary of one *Vien*, and had stakes planted in the presence of *Monsieur de Noyan*, associate of my said *Sieur de Bienville*, holding his procuration, and of *Mssrs. Trudeau and Dalcour*, opposite where we locate the centre of point *Saint Antoine* on the other side of the river, afterwards, still in the presence of the aforesaid we caused to be planted three posts of cypress wood to mark the line on the south which will be the limit common to my said *Sieur de Bienville* and to the said *Vien*. Thus ends the land of my said *Sieur de Bienville* containing alto-

gether one hundred and thirty-three running arpents and seven perches the whole protected by levees and by draining ditches in depth, which is to be measured perpendicularly to the line on which was measured the frontage of the said land so that the settlers on the said land be entitled to the product of the ground in their dimensions following the exact declaration of my said Sieur de Noyan who has been a witness of all specified in the present proces verbal which I shall certify wherever need may be.

Done on the said Concession on the eighth of February, one thousand seven hundred and twenty-eight.

Signed: Lassus.
for despatch /.
Rossard greffier.

We, Knight of the Military Order of Saint Louis and Commandant General for the King in this Province, and Commissioner of the King and his first Councillor in the Superior Council of the said Province, certify that Sieur Rossard is Clerk (Greffier) in the said Council and that faith must be given to his signature. In testimony of which we have signed this present and had affixed thereto the seal of the coat of arms of the Company of the Indies and had it countersigned by our Secretary of the Council.

At New Orleans, April twentieth, one thousand seven hundred and twenty-eight.

De la Chaise.
Perier
By my said Sieurs
de Chavannes.

(The second installment of this series will appear in the April Quarterly. It will deal with the action of the Council of State at Versailles in 1728, annulling all Louisiana Concessions, including that of Bienville.)

ORIGINAL TEXT OF THE DOCUMENTS TRANSLATED IN THE
FOREGOING PAPERS

I.

Copies des titres de M. de Bienville.

(Book of Concessions, p. 20.)

Nous Commandant Général et Directeurs Généraux sur la demande de Monsieur de Bienville de luy accorder en franc de la Nouvelle Orleans faisant face sur la rivièrè ru Mississipy et en profondeur courant de l'ouest, quart Nord Ouest jusqu'au Mississipy dans l'ance au dessous des chapitoulas, lequel terrain ne se peut mieux limiter ny arpenfer à cause des pays noyés.

Nous, en consequence de nos pouvoirs, le dit terrain a été accordé à mon dit Sieur de Bienville sur lequel il peut des à présent faire travailler et défricher aux endroits praticables en attendant la concession en forme qui en sera envoyé de France.

Fait à la Uouvelle Orleans le vingt sept Mars mil sept cent dix neuf.

Signé: De Bienville et Huber./.
Les Directeurs de la
Compagnie des Indes

La Compagnie a confirmé et approuvé l'acte dont coppie est cy dessus en conséquence duquel il sera expédié des lettres de concession en forme à Monsieur de Bienville pour le terrain à luy accordé par le dit acte, en raportant un procès verbal de la Scituation arpentage et bornes dl dit terrain, fait à Paris en l'hôtel de la Compagnie des Indes le sivième jour de Fevrier mil sept cent Vingt,

Signé: Dartaguiette.

Castamete, Fromaget, Pioust, Ardencours, Gastebois, Thieroux.

Contrôllé à Paris le neuf Septembre mil sept cent vingt six,
Reçu douze sols,

Signé: Sounois.

En marque est escrit:

Enregistrée au Greffe du Conseil Supérieur de la Province de la Louisianne par nous Greffier en Chef au dit Conseil Supérieur de la Louisianne par nous Greffier en Chef audit conseil au folio quinze verso dudit Registre en consequence de l'orde de Messieurs les Commandants et Directeurs Généraux de la ditte

Province du trois du présent mois, à la Nouvelle Orleans le vingt et un Avril mil sept cent vingt trois

Signé: Rossart.

Pour extrait collationné aux originaux et remis à l'instant par nous Greffier au Conseil Supérieur de la Louisiane

Henry

Nour Edmé Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisiane certiffions à tous qu'il appartiendra que la signature cy contre de M^e Henry Greffier est véritable et que foy doit y estre adjouté, en témoin de quoy nous avons signé ces présentes et fait signer par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans ce dix sept Decembre mil sept cent trente sept./.

Salmon.

II.

Extrait du Registre
des Enregistrements
des concessions accordées
par Messieurs les Directeurs
de la C^{ie} des Indes en la
Prov^e de la Louisiane.

Un terrain accordée à Monsieur de Bienville Commandant Général en franc aleu Scitué de l'autre costé de la Nouvelle Orleans à laquelle il fait face du costé de l'ouest et du costé de l'Est à la pointe Saint Antoine concédé a M. Hubert, pays noyé pour servir de pasturage aux bestiaux courant la profondeur jusqu'au lac, du costé du Sud environ une lieue de distance le 27 Mars 1719 confirmé par Messieurs les Directeurs de la Compagnie des Indes à Paris le 6 Fevrier 1720.

Outre accordé à mon dit Sieur de Bienville Scitué au dessus et aux bornes de la Nouvelle Orleans faisant face sur le Mississipy en profondeur courant à l'ouest quart de nord Ouest jusqu'au Mississipy dans l'ance au dessous des Chapitoulas le 27 Mars 1719 confirmé et approuvé le 6 Fevrier 1720 par Messieurs les Directeurs de la C^{ie} des Indes à Paris.

Le présent extrait des dittes successions régistré au feuillet recto et verso du dit Régistre par nous Greffier en chef au Con-

seil Supérieur de la Province de la Louisiane à la Nouvelle Orleans le septième jour de Fevrier mil sept cent vingt quatre./.
Rossard Greffier.

III.

A Paris le 6 Fevrier 1720.

M. de Bienville

La Compagnie ne peut vous faire expédier, Monsieur, des lettres de concession en forme pour le terrain que vous avez choisy, que vous ne luy ayez envoyé un procez verbal de sa Scituation et de son estendue, mais vous trouverez cy joint la ratification de l'acte que Messieurs les Directeurs Généraux de la Colonie vous ont expédié qui vous met en estat de prendre possession en toute sureté de ce terrain et d'y faire tels Etablissements que vous jugerez à propos, les titres en forme ne vous manqueront point quand il vous plaira d'en demander, la Compagnie sera toujours disposée à vous faire plaisir et moy en particulier très attentif à vous donner des marques de l'attachement parfait avec lequel je suis, Monsieur,

Votre très humble et très obeissant serviteur,

Dartaguiette.

IV.

A Messieurs du Conseil

de la Régie de la Province de la Louisiane.

Le Sieur de Bienville a l'honneur de vous représanter, Messieurs, que la Compagnie luy a accordé une consétion de près de trois lieux au dessus de la Nouvelle Orleans qui ne peut mettre tout en valleur faute de monde, il auroit envie de prandre sous le bon plaisir du Conseille douze ou quinze familles Alemandes de ceux qui ont antièrement perdu leurs vivres par l'ouragan et qui se trouve par là obligé de chercher à Sangager pour faire subsister leurs famille, le Sieur de Bienville leurs céderoit a chacun une portion de sa consetion avec des vivres pour un ans, des outils pour remuer la terre, et pour se bâtir et leur avancer des vaches, cochons et volailles

Comme le dit le Sieur de Bienville ne peut faire auquⁿ traité ni convantions avec les dites familles sans l'agrément du Conseil il les suplis de vouloir bien luy accorder

De la Nouvelle Orleans ce premier Decembre mil sept cent vingt deux./.

Bienville.

Veü et examiné le marché et conditions passées entre Monsieur de Bienville et les familles Allemandes qui seroient obligées de commencer un nouvel établissement à cause de la mauvaise scituation et des difficultés qui se rencontrent sur le terrain qu'elles occupent aux Teinsas et que d'ailleurs elles seroient à charge à la Compagnie pour leur subsistance et les nouvelles avances qu'il faudroit leur faire.

Le Conseil consent que le traité passé entre Monsieur de Bienville et les dittes familles soit exécuté salon sa forme et teneur.

A la Nouvelle Orleans ce onze Decembre mil sept cent vingt deux.

Le Blond de Latour

Delorme

Par mes dits Sieurs

Bouguet./.

V.

8 Fevrier 1728.

Je, Soussigné, Arpenteur de la Province de la Louisianne certifie a ceux qu'il appartiendra que le premier jour d' Octobre mil sept cent vingt sept, je me suis expressément transporté avec le Sieur de Marsilly aussy arpenteur, sur l'habitation de la Compagnie des Indes vis à vis de la Nouvelle Orleans pour y mesurer les dix huit arpens de mace qu'elle s'est reservée, nous avons commencé à la borne de Monsieur Perier, Commandant Général, en continuant sur la limite de Monsieur de Bienville, nous y avons fait planter une borne de bois de cypres et deux pièces ensuite pour fermer la ligne du Sud qui est la limite communie de la Compagnie et de Monsieur de Bienville jusques à vingt cinq arpens en profondeur au bout desquels avons trouvé la rencontre ou incidence de la limite communie de Monsieur Perier le huitième du même mois.

Le même jour premier d'Octobre nous nous sommes transporté pour planter la borne de la Compagnie commune avec Monsieur Perier, et deux autres pièces de bois de cypres pour former la ligne du S. E. que nous avons aussi mesuré jusques à

vingt quatre arpens de profondeur ou nous avons fait plusieurs croix à des arbres qui se sont trouvés au point de la dite rencontre des deux limites le trois du même mois en présence des Sieurs Joseph et Amelin tous deux économes.

Messieurs Perier et de Noyan sont convenus, ce dernier faisant pour Monsieur de Bienville, après avoir été temoins de leurs bornes sur le dit fleuve qu'ils prendroient reciproquement la ligne du S. S. E. pour limite qui est précisément la moitié de l'angle de 45 degres formé par la rencontre des deux lignes mentionnées dans le présent procès verbal, lesquelles ne scauroient estre plus inclinées pour ménager le terrain de la Compagnie qui forme un triangle également et un segment de cercle fait par la sinuosite de la pointe somme on le voit dans le plan.

Messieurs Perier, de la Chaise, de Noyan et Broutin qui se sont transporté sur le dit terrain sont convenus ensemble de ce qui est suécifié dans le présent que je vérifieray partout ou besoin sera.

Signé: Lassus. Perier.

De la Chaise. De Noyan./.

Je soussigné, arpenteur de la Province de la Louisiane, certifie à ceux qu'il appartiendra que le quinze Janvier mil sept cent vingt huit je me suis expressément transporté par ordre de Monsieur Perier Commandant Général de la Province sur la Concession de Monsieur de Bienville de l'autre costé du fleuve qui commence à la suite de l'habitation de la Compagnie pour y mesurer le terrain qu'elle contient de face sur le fleuve en descendant après avoir marqué au sud la limite commune entre la Compagnie et mondit Sr de Bienville suivant l'accord fait au premier Octobre mil sept cent vingt sept, nous avons commencé à la borne de la Compagnie à mesurer dix arpents courant de face pour Monsieur le Chevalier de Noyan jusques à la borne du Domaine de mondit Sieur de Bienville en continuant nous avons mesuré les quarante sept arpents courant et une perche que mondit Sieur de Bienville s'est reservé à la suite des dits dix arpents qu'il a concédé à mon dit Sieur Chevalier de Noyan jusques à la borne du Sieur Cardinal où nous avons fait planter trois piquets qui forment la limite du Sud qui sera limite commune et permanente à tous les habitations de la dite terre, lesquels reconnoissent tenir leurs terrains de da féodalité directe de mon dit Sieur de Bienville.

Le lendemain seize du même jour en partant de la borne dudit Domaine nous avons mesuré dix arpents courant que mon dit Sieur de Bienville a concédé au Sieur Cardinal jusques à la borne du Sieur Provenché que nous avons fait planter et donné leur limite communie au Sud en présence des propriétaires.

Le dix sept Janvier en partant de la borne du dit Sr Cardinal, nous avons mesuré huit arpents courant au Sieur Provenché que Monsieur de Bienville luy a concédé jusqu'à la borne dl Sieur Augustin Langlois que nous avons fait planter et donné leur limite commune au sus dit en leur présence.

Le même jour dix sept en partant de la borne du Sieur Augustin Langlois, nous avons mesuré six arpents courant que mondit Sieur de Bienville a concédé au Sieur Hemery La Sonde jusques à la borne du nommé Fleuriet que nous avons fait planter en leur donnant la limite au Sud en présence des propriétaires.

Le même jour que dessus en partant de la borne du dit Hemery La Sonde nous avons mesuré six arpents courant que mon dit Sieur de Bienville a concédé au nommé Fleuriet jusques à la borne du Sr Estienne Langlois que nous avons fait planter en leur presence en leur donnant leur limite toujours au Sud.

Le même jour en partant de la borne du nommé Fleuriet nous avons mesuré sept arpents courant et six perches que mon dit Sieur de Bienville a consédé au Sieur Estienne Langlois à la borne du plus jeune Langlois que nous avons fait planter comme aux précédens.

Le même jour en partant de la borne du dit Sieur Estienne Langlois nous avons mesuré six arpents courant que Monsieur de Bienville a concédé au plus jeune Langlois jusques à la borne de Monsieur Raguet que nous avons fait planter comme les précédents.

Le même jour que dessus en descendant le fleuve et en partant de la borne du plus jeune Langlois nous avons mesuré dix arpents courant que mon dit Sieur de Bienville a concédé à mon dit Sieur Raguet jusques à la borne du Sieur Chenier que nous avons fait planter comme les précédents.

Le même jour dix sept en partant de la borne de Monsieur Raguet nous avons mesuré huit arpents courant que mon dit Sieur de Bienville a concédé au dit Sieur Chenier jusques à la borne du Sieur François que nous avons fait planter comme les précédents.

Le sept de Fevrier de la même année, en partant de la borne du nomme Chenier ayant trouvé le chemin praticable nous avons mesure huit arpents courant concédez du reste de la terre de mondit Sieur de Bienville au Sieur François jasques à la borne du nomme Vien que nous avons fait planter en presence de Monsieur de Noyan, fondé de procuration et associé de mondit Sieur de Bienville et de Messieurs Trudeau et Dalcourt vis à vis où nous avons estimé le milieu de la Pointe Saint Antoine de l'autre costé du fleuve, ensuite toujours en présence des sus-nommez avons fait planter trois poteaux de bois de cypres pour former la ligne du Sud qui sera limitte commune à mondit Sieur de Bienville et audit Vien, ainsy finit la terre de mondit Sieur de Bienville contenant ensemble cent trente trois arpents courant et sept perches le tout bien guaranty de levées et de fossez d'écoulement en profondeur, laquelle on mesurera perpendiculaire sur la ligne que l'on a mesuré les devantures pour que les habitans de la dite terre ayant le produit en superficie de leurs dimensions suivant la juste déclaration de mondit Sieur de Noyan qui a été témoin de tout ce qui est suécifié au présent procès verbal que je vérifieray partout où besoin sera.

Fait sur la dite concession le huit Fevrier mil sept cent vingt huit.

Signé: Lassus
Pour Expedition
Rossard Greffier.

Nous Chevalier de l'Orde Militaire de Saint Louis et Commandant Général pour le Roy en cette Province, et Commissaire du Roy et son premier Conseiller au Conseil Supérieur de la ditte Province, certiffions que le Sieur Rossard est Greffier a audit Conseil et que foy doit estre adjoutée à la signature, en témoin de quoy nous avons signé le présent fait apposer a iceluy le cachet des armes de la Compagnie des Indes et fait contre-signer par nostre secretaire du Conseil.

à la Nouvelle Orleans le vingt Avril mil sept cent vingt huit

De La Chaise

Perier

Par mes dits Sieurs

de Chavannes.

THE FIRST GREAT WESTERN RIVER CAPTAIN

A Sketch of the Career of Captain Henry Miller Shreve, Founder of Shreveport, Louisiana, with His Own Reports of the Removal of The Great Raft of Red River.

Arranged and Edited by J. FAIR HARDIN of the Shreveport Bar.

The suit recently appealed from the First Judicial District Court of Louisiana between the Parishes of Caddo and Bossier, each claiming the ownership of a valuable tract of land on Red River, known as Shreve Island, has caused extended research into the early history of the territory adjacent to Shreveport, and the changing course of Red River. This has brought to light, from long-forgotten files in Washington and New Orleans, the story of the removal of the Great Raft and the early development of the Red River Valley, as given by Captain Henry Miller Shreve, in his official reports of his work.

Full acknowledgment is made to the most complete account of Captain Shreve's career that the writer has been able to find, which is contained in a chapter, pages 67 to 87, of a well-written volume edited by Frederick Brent Read, on early American inventors, bearing the somewhat unfortunately dramatic title of "Up the Heights of Fame and Fortune," published at Cincinnati in 1873 "for subscribers only," a copy of which was obtained from the Library of Congress, through the interest of Congressman John N. Sandlin.

THE YOUNG INDIAN TRADER.

In the year 1787, while the Revolutionary Fathers were framing the Federal Constitution at Philadelphia, and John Fitch was offering them free rides in his steamer on the Delaware, Colonel Israel Shreve, who had commanded the Second Regiment of New Jersey Patriots, migrated from his old homestead in Burlington County, New Jersey, to "Washington Bottom," in the valley of the Monongahela, and purchased a farm on the first tract of land that Washington had surveyed west of the Alleghanies, in 1748. Henry Miller Shreve was born October 21, 1785, in Burlington County, New Jersey, and, therefore was not two years old when his father moved to the new home in Penn-

sylvania. Although the family were Quakers, and bound by their rules to non-resistance, the father and his eldest son, John Shreve—who was a lieutenant under the father—had obeyed the summons to the field at the opening of the Revolution, and fought gallantly throughout the great contest for liberty.¹

Arrived at his majority, after receiving an education that is reflected in the clearness and correctness of his reports and by his subsequent achievements, young Shreve determined, in 1807, to build at Brownsville, on the Monongahela, a barge of thirty-five tons burden. He manned it with a crew of ten men, for a voyage to St. Louis, where he landed, after a trip of forty days, late in December. He purchased a cargo of furs, and on his return to Pittsburgh forwarded them to Philadelphia. He continued in this trade for three years on his own account, and with considerable profit.

In 1810 he determined to try his fortunes in a new field, which had been mainly worked by British traders, and on the 2nd of May, in a new barge of thirty-five tons, manned by twelve men, and loaded with a finely assorted cargo, Captain Shreve left St. Louis for Fever (afterwards Galena) River. After various delays to hunt food and trade, he landed where Galena, Illinois, now stands, after a trip of fourteen days. He began his traffic with the Indians, and in six weeks had bought sixty tons of lead. With so great a weight, he was forced to build a flat-boat, and to buy a Mackinaw boat to transport his return cargo. After a voyage of twelve days he arrived at St. Louis, but continued on to New Orleans, and shipped the lead thence to Philadelphia, realizing from the venture a profit of over \$11,000.00. This was the beginning of the American lead trade on the upper Mississippi; but so many went into the trade from St. Louis that the business was soon overdone. Captain Shreve returned to Brownsville, where he built a barge of ninety-five tons, with which he entered upon regular voyages between Pittsburg and New Orleans, in which he continued for four years.²

SHREVE IN THE BATTLE OF NEW ORLEANS.

On December 1, 1814, when he was twenty-nine years of age, Captain Shreve left Pittsburg in command of the steamer

¹Records Adjutant General's Office, War Dept.; Heltman's Historical Register Officers of Continental Army, 1st Ed. p. 365.

²Nelson's Encyclopedia, Vol. 11, p. 193; *Missouri Republican*, St. Louis, Mar. 6, 1851.

“Enterprise,” French’s diminutive craft, but half the size of the barge he had commanded for four years previously in the long voyage of 2,000 miles through the great bends of the Ohio and Mississippi.³ He had on board what he in patriotic pride felt to be precious freight, a load of ordnance and military stores for General Jackson’s army at New Orleans. About two months previously three keel-boats, laden with small arms for the same army, had left Pittsburgh, but under permission to trade by the way—a strange contract which endangered, it is said, the safety of New Orleans, then threatened by the British expedition under General Pakenham. In his voyage, Captain Shreve felt a double anxiety; for the trip was his first in a steam vessel, and the supplies he was carrying were of the first importance to the best interests of his country. Born of good Revolutionary stock, an ardent Republican, and a warm advocate of the war then waging against England, he felt in common with the people of the West extreme indignation at the burning of Washington City by the enemy. He knew that it was of vast moment that General Jackson should receive his military supplies without delay, and in a fortnight they were safely landed in camp. As anticipated, he found great excitement prevailing on his arrival in New Orleans, and after receiving the thanks of the commanding General, he was ordered to proceed up the Mississippi and tow down the long delayed keel-boats. He was absent six and one-half days, during which time his little steamer had run 654 miles, and returned safely to New Orleans with the small arms and ammunition so much needed. From that time to the 3rd of January, he was engaged in transporting material from the city to the final battleground of the 8th of that month. On the 3rd, he received notice that the commander-in-chief desired him to call at headquarters, which he immediately did.

On reporting to General Jackson he was thus addressed: “Capt. Shreve, I understand that you are a man who will always do what you undertake. Can you pass the British batteries on the bank of the river nine miles below, and with your steamer bear supplies to Fort St. Philip?” After a moment’s reflection, which convinced him of the extreme danger of the enterprise, and suggested a mode of success, he answered: “Yes, if you will

³Wharf Register at New Orleans from 1812 to 1821 quoted in Chambers’ Louisiana, Vol. 1, p. 526; La. Hist. Quarterly, Vol. 3, No. 1, p. 40, Jan., 1920.

give me my own time." "What time do you require," asked the General. "Twenty-four hours," was the reply. It was then agreed that the supplies should be put on board the steamer by 4 o'clock that afternoon, and the effort made to pass the British before the next morning. The British were encamped several miles below the city, and had erected batteries so as to command the river. It was of great moment that Fort St. Philip should be relieved before the enemy advanced, in order that it might be made the key to subsequent operations whatever the issue of the impending battle.

That evening, the steamer was run down to a position just above the British batteries. The side most exposed had been completely covered with cotton bales, fastened securely to the vessel with iron hooks. By midnight a dense fog covered the river, and screened all objects from view. Taking advantage of that circumstance, Capt. Shreve put his steamer in motion, under "a slow head of steam," with muffled wheel; the strictest silence having first been enjoined on the crew. As anticipated, he passed wholly unobserved by the sentries on the shore. Reaching the Fort in safety, he discharged his freight, and on the next night repassed the batteries, undiscovered, until beyond effective range of the enemy's long guns. Only a few spent balls struck the cotton bales by which his vessel was protected. This daring exploit excited the greatest admiration in General Jackson's camp, and received his marked commendation.⁴

The day previous to the battle of the 8th of January, Captain Shreve requested permission to join the ranks; and he was accordingly stationed at the sixth gun—a long twenty-four pounder, in Col. Humphrey's battery. There he shared in all the perils and glories of that remarkable victory—ready to aid his country in any manner possible, and at all necessary risks.⁵ It was during those eventful scenes that he became familiar with the character of General Jackson; and an intimate friendship sprung up between them, which nothing but death dissolved. He was one of the original seven who made the first demonstration in Louisville in favor of General Jackson's election to the Presidency.

⁴Nelson's Encyclopedia, Vol. 11, p. 193; Appleton's Cyclopaedia American Biography, Vol. 5, p. 517.

⁵New International Encyclopedia, 2nd Ed., Vol. 21, p. 53.

SHREVE PERFECTS RIVER STEAMBOAT.

After the battle of New Orleans, the steamer "Enterprise" was sent to the Gulf to exchange prisoners with the British fleet; subsequently with troops up the Red River, and then made nine trips to Natchez. "Captain Shreve brought the first steamboat into Red River, the 'Enterprise,' in April, 1815. The next trip he made to Natchitoches, then the head of navigation of the Red River."⁶ The first descent of the Mississippi by a steamboat had been accomplished in 1812. On the 6th of May, 1815, Captain Shreve determined to make an effort to ascend the Mississippi and Ohio to Louisville. Although every previous attempt had signally failed, he was convinced that he could succeed. On the 31st of the month the "Enterprise" reached Louisville, *the first steam vessel that ever performed that voyage.*⁷

Herbert Quick in his recent interesting volume on "Mississippi Steamboatin" (1926) gives the following sketch of Captain Shreve's early career as a steamboat Captain:⁸

"To make the steamboat traffic hum, build boats that would ably carry the many immigrants into the new land, take care of their produce and bring them the necessary goods, a river man was needed, a man who knew the demands of the rivers, who could steer a craft in a pitch black night through snags and rocks and come out with not a timber scratched.

"That man was Captain Henry M. Shreve, who first comes into the picture as commander of the "Enterprise," the second boat made by Daniel French and Daniel D. Smith. French was a maker of engines, one of which made steam for the 'Enterprise,' a stern-wheeler eighty feet long with a twenty-nine foot beam. She was launched at Bridgeport on the Monongahela in the spring of 1814, and that winter was taken by Shreve to New Orleans, where General Jackson demanded her services. But war or no war the Fulton-Livingston monopolists had her seized, and she is of importance chiefly because it was over her that Shreve fought his first skirmish against the easterners who said that they had to be paid for every steamboat built on the western rivers.

"In 1815, while Shreve's case was going to the United States Supreme Court after he had won in the inferior

⁶Dr. Milton Dunn in La. Hist. Quarterly, Vol. 3, No. 1, pp. 39, 40, Jan., 1920; Chambers' Louisiana, Vol. 1, p. 525.

⁷New International Encyclopedia, 2nd Ed., Vol. 21, p. 53. Encyclopedia Brit., 11th Ed. p. 1015.

⁸Pp. 88-94.

Court, the 'Enterprise' made her first trip from New Orleans to Louisville under steam; going on flood water, it was not regarded as a conclusive test, but Shreve was not worrying about conclusive tests and the 'Enterprise'; he had gone on up the river with a big job in mind.

"This job was the 'Washington.' It was built that year at Wheeling by George White under Shreve's exacting direction. Shreve, as a river captain, had seen the foolishness of building a river boat to look like a sea-going vessel. Shreve had seen steamboats run aground in water over which flatboats had floated with ease. He wanted a boat that was thoroughly navigable, not a boat like the 'Vesuvius' of the 'Aetna' or the 'Buffalo' which the Fulton-Livingston Company had put into service down river. The 'Vesuvius,' for example, had grounded on her first run from New Orleans to Louisville and lay helplessly on her side for five months. Shreve wanted a flatboat. Let all the other builders make deep round hulls and set their machinery down in them! Shreve would fashion a flat, shallow hull and put up his boilers and engines on the main deck. And he'd put a second deck over the main deck.

"And so Captain Henry M. Shreve built the first double decker on the rivers, the first of those boats that were so ugly they were good looking, that were to bring the settlers on into the West, and that were, incidentally, to cast a glow of romance over the whole frontier scene.

"But it was not in its outward appearance alone that Captain Shreve changed the steamboat. He also revolutionized the engines which were to make the steam. Those of the Fulton boats were heavy, low pressure condensing machines with stationary vertical cylinders; and French's engines were much the same, except that the cylinders oscillated. When Shreve came to design he used stationary horizontal cylinders with oscillating pitmans, the type that nearly all boat-builders were to follow. The cut-off valve, which utilized the expansive force of the steam and made a saving of one third in fuel, was Shreve's. And he also developed steam pressure high enough to obviate the pull of condensing exhaust steam, to accomplish which he put flues in his boilers, dispensing with the heavy, bulky condenser which had kept the Fulton boats low in the water and limited their freight capacity. Why use the same water over and over again when there is plenty in the river and a little added pressure will more than makeup for the relegation of the condenser-vacuum to the junk pile? Shreve answered this question for himself, and all the river engineers that came after him profited by his decision.

"Shreve's 'Washington' was 148 feet long with engines, built by French closely after Shreve's plan, having a 24 inch bore and a six foot stroke. Going down to New Orleans in September, 1816, he demonstrated over every mile of water the superiority of the flat-hulled, high-pressure boat to all others. And in the next spring, March 12, 1817, he began a round trip from the Falls of the Ohio to New Orleans, which took him just 41 days, the upstream journey being made in 25 days. The water was normal, but the boat rode high over the rocks in the Falls. And back in Louisville once more the townspeople gave Shreve a public dinner.

" 'Gentlemen,' said the master of ceremonies after a complimentary speech to Captain Shreve, 'we have seen how Captain Shreve, by the wondahs of his new craft, has brought us much closer to the seabo'd at N'Awlins. But, Gentlemen,' the speaker went on, his voice impressively hushed, 'some of us will live to see the day when the trip from New Orleans to Louisville will be made in ten days, I am confident.' If the speaker lived for 34 years more he saw that trip made not in ten days but in four days, nine hours and thirty-one minutes!

"And the time was to come, in just 20 years from the date of the dinner, when river boats of the type of Shreve's 'Washington' outweighed in tonnage all ships of the Atlantic seaboard and the Great Lakes combined. But that was a long way off, and much trouble lay in store for the boatman meanwhile. For Chancellor Livingston and his company would not give up his fourteen-year monopoly without a fight. And Shreve was willing to fight them. On his first trip down with the 'Washington,' Shreve was met by Livingston, who inspected his boat and admitted her many advantages over his own. 'But,' said Livingston, 'I tell you, young man, you deserve well of your country, but we shall be compelled to beat you in the courts.'"

SHREVE BREAKS THE FULTON MONOPOLY.

Several efforts on the part of Spain, France, and England to command the navigation of the Mississippi River were made, but the general government and the Western pioneers resisted all such efforts. In 1788, Congress had resolved that they had no intention to give up to Spain the navigation of that river—"that the free navigation of the river Mississippi is a clear and essential right of the United States." But a corporation nearly effected in 1815 what had been so resolutely opposed for more than a century.

At an early day after his patent had been obtained, Fulton associated himself with Robert R. Livingston, of New York with the view of monopolizing the trade of the Western States and Territories. Failing to procure a charter from several Legislatures to which they applied, they finally obtained, in 1811, a legislative franchise from Orleans Territory, granting to them the exclusive right "to navigate all vessels propelled by fire and steam on the rivers in said Territory." This was granted by Chapter XXVI of the Acts of Second Session, Third Legislature of the Territory of Orleans, April 19, 1811, p. 112.

By this unwise enactment the territorial Legislature sought to place in the hands of a monopoly the keys to Western commerce—a throttling of the Mississippi, as fatal to trade as the attempts by the Spanish Government in 1802. That corporation laid its grasp upon the River, resolved to extort tribute, for all coming time, from the people of half the continent. It dared not rely on Fulton's patent, for the invention of Fitch claimed precedence, and French's ingenuity had secured a patent equally valuable; hence it sought, by corporate privileges, to make trade subservient to the aggrandizement of the few, instead of leaving it open to fair competition.

Among those who opposed this plan, Captain Shreve stood foremost. He determined to resist their actions in every way known to the law. Anticipating that a protracted legal controversy would commence as soon as the steamer "Enterprise" arrived at New Orleans, he had consulted while there with his barge, in the spring of 1814, A. L. Duncan, Esq., one of the most prominent members of the bar, and gave him five hundred dollars as a retaining fee, together with a note for fifteen hundred more, to be paid on the successful termination of the impending suit. That foresight was fortunate; for, on learning that the "Enterprise" was on her way down the river, the company retained in its service the best talent of the New Orleans bar, and offered to Mr. Duncan three thousand dollars if he would remain silent. But he frankly replied that he was Captain Shreve's counsel, and had advised him to oppose the demands of the corporation. On the first arrival of that steamboat, New Orleans was under martial law, and she was not seized until May 6, 1815, the day fixed for her departure for Pittsburgh; but his counsel, anticipating the step, had the necessary bond ready. The "Enterprise" was accordingly released, and pursued her voyage. In a few

months the trial took place in the inferior court, and resulted in a decision in favor of "free navigation." "The cause," says Read, "was removed by writ of error to the Supreme Court of the Territory; and the act of incorporation was there pronounced unconstitutional, in the year 1816."⁹

But the monopoly resolved not to relinquish its privileges on the first defeat. Hence, when the "Washington" reached New Orleans, in the fall of 1816, she was also seized, and Captain Shreve arrested. By advice of counsel, he refused to give bail, and the officer expostulated with him strongly, offering to receive his bond without sureties, rather than take him to prison. While they were conversing, however, the rumor had spread along the levee, and an immense crowd collected, determined to oppose the arrest. At the request of Captain Shreve, no outbreak occurred, and he agreed to go to the office of Edward Livingston, who, with John R. Grymes, was the principal counsel for the company. The crowd followed; but on reaching Mr. Livingston's office, Captain Shreve was prudently released.

The steamer, when seized, was instantly abandoned to the Marshal; and Mr. Duncan applied to the Court for an order on the company to give bail for damages, caused by her detention. Messrs. Livingston and Grymes resisted the motion, but it was granted. They then became seriously alarmed for their monopoly. Public sentiment cheered on their opponent, eminent jurists sustained his cause, and he could not be intimidated into a compromise. Messrs. Livingston and Grymes offered him in behalf of their clients, one-half of all the advantages of their monopoly, if he would instruct his counsel to so shape the defense as to cause a decision to be rendered against him.

The temptation was powerful, but he had commenced the controversy for other objects than private gain. He felt the force of his position—that on him hung the right of free navigation—that his companions on the waters of the West looked to him as their leader and representative in the struggle; and he was equal to the occasion. He had dared to risk his fortune in a contest, single-handed, against the most powerful monopoly of the times, and the same spirit which prompted him to resist at first, impelled him to spurn the bribe and lose this chance of great wealth. The issue was one of vast moment to the millions who

⁹New International Ency., 2nd Ed., Vol. 21, p. 53; Chambers Louisiana, Vol. 1, p. 525.

received the benefits of the free navigation of the Mississippi and its branches.

Careful search has been made by the author in the Reports of the decisions of the Supreme Court of the Territory and of the State for the above mentioned case of the "Enterprise," without result, although both Read and Quick refer positively to it, but neither giving any specific reference. Quick even states that it was appealed to the United States Supreme Court, but that appears doubtful, and it has not been found in the reports of that court.

SHREVE'S INFLUENCE ON RIVER TRAFFIC.

After the memorable success of Captain Shreve with the "Washington," all fears respecting the navigation of Western waters by steamboats seem to have vanished. Boat-yards were established at convenient points and steamboat building was active. It is difficult, at this late day, to appreciate the enthusiasm excited among "the people of the West" over the achievements of the "Washington" and her gallant captain. Dr. McMurtrie, in his sketches of Louisville, published in 1819, remarks: "Next to Fulton the Western country owes a vast debt of gratitude to Captain Henry M. Shreve. It is to his exertions, his example, and, let me add, to his integrity and patriotic purity of principle, that it is indebted for the present flourishing state of its navigation. The offer of the Livingston Company was rejected with scorn and indignation, and the affair left to justice, whose sword instantly severed the links that enchained commerce on the Western rivers." Had Shreve been weak and grasping, how different the result! How long would the great monopoly have held control of steamboats, and the prices of transportation for freight and passengers?

"But even before the case was decided," says Quick, "the Washington was no more. Shreve had built well, but he had made one mistake: weak boilers. On June 9, 1817, while the 'Washington' was going full speed ahead there was an explosion on the main deck and a simultaneous outrush of steam that enveloped the vessel as if it were in a cloud. The boiler had broken, tearing the timbers with it, and the 'Washington' went down in deep water. Shreve escaped, and lived to do more good service to the rivermen by building and operating a boat to take the snags, those Nemeses of so many craft, out of the

river. It was made by fastening two steamboats together by timbers, with a sort of cow-catcher in front. These beams were run against the discovered snags, raising them out of the water and bucking them into small, harmless bits."

In 1824 Captain Shreve finished his new steamer "George Washington," which was constructed on the model now in common use—the first built with the cabin on the upper, or what had been known as the hurricane deck. The previous boat built by him was the "United States," which had been a year or two in service, and like the other steamers built before the "George Washington" had too much the form of a sea or lake vessel, making the draught too great for the frequent shallow water of navigation on Western rivers, and was not adapted to accommodate the increasing crowds of passengers.

Some of the partners of Shreve objected to the plan of his new venture, saying that the boat would be too "top-heavy," and consequently they refused their consent to the experiment, until he demonstrated by mathematical calculations that the weight of the upper deck and cabin, when filled with passengers, would be less than that of the deck-loads carried in the common "two-deckers," previously in use. Some years before he had introduced the double engine, which was usually connected with a stern-wheel, because a boat could more easily be managed than when having side-wheels moved by a single crank. The numerous sharp bends and dangerous snags in the rivers required that boats should be thoroughly under the control of the pilot, and to secure this, more than the rudder was necessary. To effect his purpose more completely, Captain Shreve constructed the "George Washington" with side-wheels, each to be worked by a separate engine. Thus the pilot and engineer could make sudden turns and manage the largest steamer as easily as a skiff with oars. When this new feature was suggested it met with general ridicule, and his associates very reluctantly consented to its being tested.

The predictions of Captain Shreve were soon verified, and the "George Washington" became the model for all Western steamboats.¹⁰ His daily experience, aided by his habits of close practical observation in all matters pertaining to steam navigation, guided by sound judgment and great sagacity, enabled him, through a long course of years, to be of far more essential service

¹⁰New International Encyclopedia, 2nd Ed., Vol. 21, p. 53.

to his country than Fulton ever was. His originality in steam-boat improvements is far more manifest at this late day, and his innovations were manifestly the result of his own reflections, since we know that he was unaided by the counsel of scientific friends.

If Fulton's inventions entitle him to the great fame awarded by the world, why should not equal merit be awarded Captain Shreve, whose improvements upon those inventions, in so far as they related to river steam-boat building, superceded all others within less than twenty years?

HEADS WESTERN RIVER IMPROVEMENT.

From the records of the War Department, it may be seen that on the 5th of July, 1824, Captain Shreve wrote an interesting reply to a circular, issued in May preceding, by Major-General Macomb, in which many important suggestions were made to the Government. In that letter he affirmed that "the river may be entirely freed from snags and all such obstructions," naming several modes by which it could be done. He offered to submit for inspection, if desired, the model of a machine invented by him in 1821 for that purpose, but the request was not made. The Department chose to offer a premium of a thousand dollars for the best plan for removing snags, sawyers, etc.; for which Captain Shreve declined to compete. Finally, through John C. Calhoun, the former suggestions of Captain Shreve were again brought to the notice of the Department and it was decided that he should be appointed Superintendent of Western River Improvements. On the 10th of December, 1826, his commission was forwarded to him, and he accepted it January 2, 1827 holding this position until 1841.¹¹

To aid in his work he built the snagboat "Heliopolis" in 1829. During the same year he invented a steam marine battering ram for harbor defense, the result doubtless of his contests with rafts and snags.¹²

We can well let Captain Shreve, this man of seeming indomitable will, who was ever ready for any contest, whether with man or nature, continue the story of how he did this work which the government gave him, a work in which he again was a pioneer, and in truth a blazer of a great river trail. The originals

¹¹New International Encyclopedia, 2nd Ed., Vol. 21, p. 53; Records Chief of Engineers' Office War Dept.

¹²Encyclopedia Americana, 2nd Ed., Vol. 24, p. 757.

of some of these reports are preserved in the office of the Chief of Engineers, in the War Department at Washington. Others could not be found there, but certified copies, made in 1847, were found in the original record of the famous suit of United States versus Jehiel Brooks, Number 1459, on the docket of the old United States Circuit Court at New Orleans, which was finally won by Col. Brooks.

CADDO INDIANS CEDE SITE OF SHREVEPORT.

This suit itself is full of interest, involving the title to the noted "Grappe Claim" of four square leagues in Caddo Parish reserved by the Caddo Indians in the treaty of cession of their lands to the Federal Government.¹³ It also involved the charges of fraud against Colonel Brooks in the negotiation of the treaty and the subsequent purchase by him of the Grappe Reservation. Shreve learned of the reports of fraud while working on the Raft, and addressed the following letter to President Jackson:¹⁴

Red River Raft, Louisiana, April 29, 1836.

SIR: I have understood, from a source that can be relied on, that an extensive fraud has been practiced on the United States by the agent of the Government making a treaty with the Caddo Indians in this vicinity in July last. Believing it to be my duty to give information in such cases, I relate the facts to you as I have them; they are as follows: The interpreter officiating in making the treaty was sworn to secrecy. This fact I have from the interpreter himself, (John Edwards); a reserve was made of four leagues of land, commencing at the Pascagoula bayou, running up the river for quantity, including all the land between the bayou Pierre and Red River. By the meanders of the river, it will include a front of about thirty-six miles, and contain not less than 34,500 acres of the best land on Red River, being the tract described by me in a letter in reply to Elbert Herring, Esq., inquiring of me, under date of the 30th April, 1834. The reserve was made to a half-breed Caddo, or to his heirs, without any knowledge on their part of the transaction, until after the ratification of the treaty, when the agent came direct from Washington to Campte, the residence of the half-breed's heirs, and bought from them the whole of the reserve at \$6,000. It would have been sold by the Government for upwards of \$150,000; if not double that amount. I am also informed that the principal chiefs of the Caddoes did not understand that such a reserve had been made. The witnesses to the treaty were also ignorant of such a clause having been in it. The opinion that prevails here is,

¹³10 Howard U. S. Sup. Court Rep., pp. 448-451.

¹⁴Report No. 1035 Ho. of Rep. 27th Cong. 2nd Session Aug. 20, 1842 "The Caddo Indian Treaty" pp. 96, 97.

that it was a premeditated plan to defraud the Government, as the half-breed alluded to had no claims on the Caddo tribe. Not one individual of the heirs, twelve in number, lived within sixty miles of the Caddo boundary. They are the children of a negro woman.

Under all the circumstances, I am clearly of the opinion that an extensive fraud has been practised on the Government by the agent. Still I may judge wrongfully, and do not wish my name to be made use of, as giving the information, unless it may be necessary to investigate the case. I should not have meddled with the transaction, did I not deem it my duty to do so. I beg you will therefore excuse my making this communication to you direct.

I am, sir, with great respect, your obedient servant,

HENRY M. SHREVE.

His Excellency ANDREW JACKSON,
President of the United States, Washington.

In this treaty, signed July 1, 1835, the present site of Shreveport, "one Section of land," was also reserved by the Caddoes for their half-white friend and interpreter, Larkin Edwards. The Caddo Agency, where the treaty was negotiated between Jehiel Brooks, as Commissioner for the United States, and Twenty-five Caddo Chiefs,¹⁵ was located on the West bank of Bayou Pierre, some three miles south of the present city of Shreveport, according to Captain Shreve's "rough sketch" of the river, attached to his report of September 30, 1833, the only one which bears his autograph. The exact location is on the bluff just south of the point where the Forbing-Lucas road and the Grappe line together cross Bayou Pierre.¹⁶ The original of this sketch, with Capt. Shreve's notations thereon, and of this report are preserved in the Chief of Engineers' office in the War Department, and photostat copies are in possession of the author. A copy of the map is reproduced herein, accompanying that part of the report which refers to it. The remainder of that report has been omitted for the reason that it relates to his operations on the Ohio and Mississippi Rivers. In the record of this old suit of Jehiel Brooks there is also filed a map showing the territory ceded by the Caddoes in the treaty of 1835 comprising most of the present parish of Caddo, a copy of which, executed by Mr. D. A. Somdal, is herewith given.

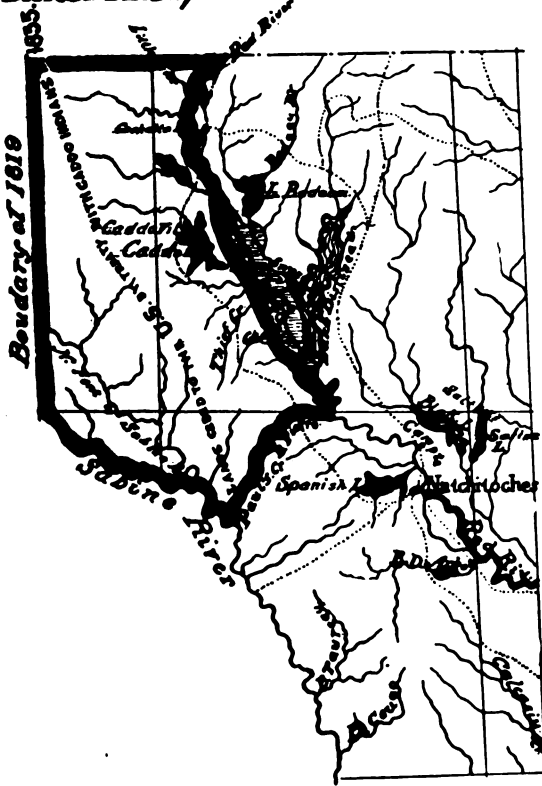
¹⁵Id. pp. 96, 97; 10 Howard U. S. Sup. Court Rep., pp. 449, 450.

¹⁶Map, Geo. W. Morse Survey of Grappe Claim, 1842, in La. State Land Office.

CADDO INDIAN CESSION

JULY 1, 1835
TREATY.

*Natchitoches District of Louisiana. Copied from
H.S. Tanner's Map of the U.S. of America 1834*



SHREVE REMOVES THE RED RIVER RAFT.

The series of reports not only gives a complete account of the Raft and of Shreve's operations in removing it, but his last report especially illustrates anew the resourcefulness and determination of the man, who, when his appropriated money gave out, after unusually high water had caused the raft to reform and cut off some steamboats that had already proceeded into the upper reaches of the river, obtained a loan from a bank at Washington, Arkansas, of \$7,150.00, no inconsiderable sum for that time and

place, simply upon his assurance that Congress would refund it, and proceeded to finish his work!

ENGINEER DEPARTMENT,
Washington, September 5, 1832.

SIR: It having been suggested to this department, that the plan of operations, heretofore acted on, for overcoming the obstructions to the navigation of the Red river, presented by the great raft, which plan is that of opening short canals and deepening bayous with a view to effect a passage around the raft, is not such as to ensure permanent benefit; and it having also been suggested that the raft itself may be removed at an expense not exceeding that attending the execution of the present plan, the department is desirous of ascertaining your views as to the practicability of the project for removing this raft. I have to request, therefore, that you will communicate with this office on the subject as soon as your duties will permit.

It is believed that the small steamboats at present engaged on the Ohio might, as soon as their operations on that river are closed, be despatched to the Red river to make trial of the proposed project, by commencing at the foot of the raft, and removing the timbers of which it is composed in detail throughout to its head. This, however, must be considered by you as but a mere suggestion for the present, as no further measures in the matter will be taken till your communication in answer is received.

Very respectfully, &c.

C. GRATIOT, Brig. Gen.

Henry M. Shreve, Esq.
Sup't, &c. Louisville, Ky.

LOUISVILLE, September 29, 1832.

SIR: I have to acknowledge the receipt of your letter dated the 5th instant, relating to the removal of the great raft in Red river, and thereby improving the navigation of that river in a more permanent manner than by excavating canals and deepening bayous around the different sections of the raft, and requesting my views on that subject.

From the best information I have on the subject of the raft alluded to, I am of the opinion that, by the application of the proper means to accomplish such an object, that raft may be removed at much less expense than canals can be excavated around the raft, and a better navigation would of course be obtained by the removal of the raft, than can, by any means, possibly be obtained by canals at any expense.

To accomplish that object, I would recommend that the banks of the river should be cleared of all the trees that are now on its banks in and near the water, which are so situated as to be

liable to obstruct the free passage of the floating timber as it passes down the stream, after it may have been loosened from the lower end of the raft. By this means the masses of timber which now form that great raft, after being loosened from the lower end, will find its way to the Mississippi river, and from thence to the Gulf of Mexico, and will not be liable at any other point to form similar rafts.

The operation of clearing the timber above alluded to, from the banks and bed of the river below the raft, will doubtless be attended with less labor, and consequently less expense, than will be otherwise required to loosen and keep the timber from the raft afloat in its passage down the Red river to the Mississippi. Great benefit to the navigation of the river below the raft will also be obtained by the removal of the timber alluded to.

The small steamboats, now at work in the Ohio river, may be so worked as to accomplish the object desired, by working them during that part of the year, when they cannot be employed on the Ohio river, and at the most favorable season of the year to execute the work required for the removal of the raft, say from the 1st of January to the 1st of July. The snag steamer "Archimedes" is also well adapted to execute a portion of that work, which could not be accomplished by the Ohio boats, to wit, the raising of heavy trees or snags that may and doubtless will be found in the raft, with the roots buried in the mud, similar to the snags of the Mississippi river. That boat may be employed in the same service from the 1st of March to the 1st of July, without any detriment to the improvement of the navigation of the Mississippi river.

To accomplish the object, I would recommend, first, to clear the banks of the trees below the raft, as before described, a distance of about eighty miles, which is as low down as that work will be necessary. Secondly, commence work at the lower end of the raft, by hauling out the logs that form the raft by steam power, which may be advantageously applied by the use of the boats alluded to. Thirdly, as the work of removing the raft progresses up the river, remove the trees which grow up from small islands in that part of the river, which causes the formation of the raft. These trees should be taken out by the roots, and the mud banks formed round the roots removed, which will not be a work of much labor, if the necessary skill is put in requisition to perform the task. By this means the first cause of the formation of the raft will be removed, consequently the improvement will be permanent.

I am sir, very respectfully,

Your obedient servant,

HENRY M. SHREVE.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

LOUISVILLE, March 23, 1833.

SIR: Your letter dated the 27th ultimo, acknowledging the receipt of my reports of work done in the month of December last, and suggesting the employment of the steam snag-boat Archimedes above the falls of the Ohio, and asking privilege to build repairing docks, and authorizing the working of the Archimedes, &c. has been received.

I have to inform you that the expedition to Red river will prevent that boat from working above the falls in Ohio, as contemplated, as she is the most important boat I have for the removal of the raft. She arrived here on the 20th instant. The crew which was in her since June last has been paid off; her engines have undergone the necessary repairs, and she is now in readiness to leave for Red river. Two of the other three steamboats are also ready. The other will be repaired and ready by the 26th. On that day I shall probably leave. I have all the stores on board, and the men shipped. Nothing except a failure of my receiving the funds by that day, will delay me longer. I have applied the balance remaining in my hands from the Ohio and Mississippi, to make the necessary repairs of boats, and purchase of stores for subsistence. I hope, however, no delay will take place on that account. I find public opinion much against the probability of removing the raft; but I am of a different opinion, and believe that I shall succeed. However, I am not yet discouraged. Your letter of the 6th instant, informing me of a requisition in my favor for \$21,663, and yours of the 8th, relating to my request to have copies of surveys and reports of the raft in Red river, have also been received.

I am, &c.

HENRY M. SHREVE.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

NATCHEZ, 3d April, 1833.

SIR: I have the honor to inform you of my arrival at this place, at five o'clock this morning, with the United States steamboats Java and Souvenir, the steamers Archimedes and Pearl thirty-six hours ahead. I have a full complement of men, and the boats all in good order. I leave for Red river at six, and will probably reach the raft on the 9th instant.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

GREAT RAFT, RED RIVER,
12th April, 1833.

SIR: I arrived at the seat of the raft yesterday morning; I am now about five miles through it. I have found it, thus far, easily removed, but great difficulties present themselves in passing it out below. The water is within two feet of its highest stage; therefore, it is impracticable to clear the banks of the timber and willows that grow to low water mark, leaving a space in width of about 130 feet from timber to timber, on either side of the river, for about fifty miles below the raft. If that difficulty was removed, I have no doubt but I could remove the whole raft in sixty-six days, with the force I now have at work; I am, however, not informed of what may yet be found above. If nothing more difficult exists, I hope to effect more than was believed by those best acquainted with the raft to be possible, even under all the disadvantages of commencing the work at a very unfavorable season of the year. I think you may expect the raft to be removed, but the timber must be cleared from under the banks to complete the work. Thus far the river may be made a safe and easy steamboat navigation. I will inform you more particularly in a few days hence.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

GREAT RAFT, RED RIVER,
8th May, 1833.

SIR: I have the honor to inform the department that I have progressed through the raft about forty miles: in the main bed of the river, in that distance, thirty-one sections of the raft have been removed by drawing them out, log by log, and separating them in such manner as to pass them down the bayous that lead to the swamps and into the low bottoms that are found on either the one or the other side of the river, near the whole distance from the foot of the raft to this place. The willows and other timber that lean over the water are all cut away: the islands have been cleared of timber by hauling the trees out by the roots, so as to make the navigation good as far as I have proceeded.

I shall probably be able to reach Coates's settlement this season; however, I shall make every exertion in my power to do so; if I succeed, the steamboat navigation will be extended about eighty miles higher up the river. The keel-boat navigation at the same time will be shortened round the raft about two-thirds in distance. What portion of the whole labor and expense will then be completed, I am not now prepared to say, but, previous to my leaving the raft, I will be so well informed, that I may make a rough estimate. As relates to the practicability of effecting a

complete and permanent improvement, there is no longer a doubt; I view it certain of success: nothing but a sufficient amount of funds, with enterprise and the requisite skill, is required to render the navigation as safe and certain at all stages of water through the raft as it now is from the Mississippi to its foot.

I should have made more frequent communication to the department had it not been for the impossibility of sending letters to Natchitoches without despatching a steamboat to that place until I had proceeded thus far up, from whence I am able to send by land.

The health of the men has been good, the work is now progressing much faster than when I first commenced the operations.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

GREAT RAFT, RED RIVER,

May 16, 1833.

SIR: I have to inform you that my progress is yet continued in the same ratio through the raft. I am now about fifty-five miles up from its foot, at the junction of bayou Pass á Gola, which passes out from the main bed of the river on its right bank and falls into bayou Pierre; it is about as large as the main river; I am now engaged in removing some rafts in it, by which mean I shall open its channel in such a manner as to be a safe deposit for the raft in the main bed, perhaps for twenty miles above.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

RED RIVER RAFT,

June 5, 1833.

SIR: I have the honor to inform you that I am progressing with the removal of the great raft, as rapidly as in the commencement. I am now up within three miles of a point opposite the Caddo agency; the distance from this place to the foot of the raft, where I commenced operations, is estimated by the settlers here at seventy miles. My passage through the river has been of such a nature as to render it difficult for me to form any correct opinion as to the distance; however, I am of opinion that the distance is not so great. I contemplate proceeding upwards fifteen days longer; I shall then retrace my steps, and finish the work that may have been left incomplete from the height of the

water, which is now falling. I shall not be able to proceed so far by twelve to twenty miles, as I contemplated when I last wrote to you, but will have accomplished quite enough to prove that the whole raft can be removed by the application of the necessary means. As relates to the expense to the United States, it will be no cost, but a large profit on the expenditure. The land on the immediate line of the raft will doubtless reimburse the Government four fold in a short time, the whole of which will be settled with cotton plantations in a very short time.

My men are not so healthy as in the commencement of the work; I have now about twenty-five men on the sick list: the weather is severe, and exposes near the whole force to the heat of the sun, and constantly in the water.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

NATCHEZ, June 27, 1833.

SIR: I have to inform you that my operations, for the present, at the great raft in Red river, were closed on the 23d instant. I made as accurate an estimate of the distance I proceeded through it as possible, by the run of the boats down, from the point I reached to the place of beginning and judge it to be seventy-one miles. On the passage down I made particular examinations at several places, where I had taken the depth of water when working up, and found that the current produced by the removal of the raft had washed out the deposite from the bottom of the river a depth of at least ten feet, which operation is still going on a distance of forty miles below the former foot of the raft, as well as throughout the whole of the line from where it has been removed. When that work was begun the current was very slack, not to exceed one-fourth of a mile an hour; it has now increased throughout the whole distance to at least three miles an hour; that result was produced by the removal of the mass of timber, and depositing it in the numerous outlets and bayous that pass out from the right bank of the river into the lakes and swamps, and from thence drove into bayou Pierre. One of these bayous, the Pass á Gola, was as large as the river; it has been filled full of timber from the raft, a distance of about four miles, and so drove in by running a steamboat frequently against the timber as it was conveyed in, that near all the water was immediately forced down the old bed of the river. To complete the improvement, all these bayous must be stopped up in such a manner as effectually to prevent their washing any longer, and draining off the water from the old bed of the river, which has sufficient capacity to carry off the whole volume of

water, so soon as the timber that has grown up in it since the formation of the raft is cut away and the raft removed. I have passed through the raft that remains between Norris's settlement and Coates's bluff (where Lieutenant Sewell cut the canal.) I found the distance about thirty miles by the meanders of the river: there are in that distance forty-six sections of raft, none of them so heavy or difficult to remove, as some six or eight which have been removed below. The average quantity of timber probably equal to those below, that have been taken out. However, the labor will be less, as the bayous in these sections are larger, and afford better receptacles for the timber, than those met with below, where there have been fifty-six sections of raft removed, and islands cleared of timber, by drawing the trees up by the roots in such a manner as to effectually remove the island, as the current has already washed the sand and mud of which they were formed quite away. The navigation is now safe at high water for steamboats, as far as the raft has been removed, but by no means completed, as the timber which has grown up within the banks of the river must be cut away, and the snags which will doubtless appear at low water must be removed—a work that must be effected at a low stage of water. The snags can be removed by using the machine boats, such as in the Ohio and Mississippi rivers.

As soon as possible after my arrival at Louisville, my accounts for disbursements, accompanied by a full report of the work done, shall be forwarded to the department.

I am also prepared to state to the department, in positive terms, that the whole of the great raft can be removed in such a manner as to be as permanent and safe a steamboat navigation as any part of the river, from the raft to the Mississippi.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

Report of work done at the great raft on Red River, Louisiana.

On the 11th of April last, I arrived at the foot of the raft, with four steamboats, viz. the snag-boat "Archimedes," the "Souvenir," "Java," and "Pearl," all belonging to the United States, and one hundred and fifty-nine men, including officers, mechanics, cooks, laborers, &c. At 10 o'clock that day, commenced work, and proceeded into the raft on that day about two miles, but found the current so slack that the timber, when separated, would not float off. The dead water extended, at that time, about forty miles below the raft. On the 12th I began to pass the timber out of river into the low bottoms and bayous that pass

off from the main bed of the river to the lakes and swamps. These bayous I have filled up in as effectual a manner as it was practicable at the high stage of water that prevailed during my stay at the raft, throughout the whole distance I proceeded. By that means I forced the water, which was carried off by the bayous, to pass again down the old channel, which has produced a current from the extreme upper end of my operations to the original foot of the raft, and forty miles below, of three miles an hour. In the distance of seventy-one miles, which I proceeded into the raft, I found the mass of timber in fifty-six sections covering about one-third of the whole surface of the water. In many places the timber was quite solid to the bottom of the river, which I found to be an average of twenty-five feet deep. Many places, however, immediately above or below a section of the raft, the water did not exceed fifteen feet, until after the raft was removed, and a current produced by opening a free passage for the water, when the banks of mud all disappeared in a short time, and left a uniform depth of twenty-five feet. The islands that had been formed by the location of the raft, have all been taken out by drawing the trees that grow on them out by the roots, and the action of the water on the mud and sand of which they had been formed. All the timber that leaned over the water in such a manner as to obstruct the navigation, has been taken away as effectually as it could be done in high water. The navigation is now good for steamboats as high up as the Caddo agency, seventy-one miles above where I found the foot of the raft in April last. Still great improvements may be made on the same distance by cutting away the growth of timber that has sprung up within the natural banks of the river, quite down to its extreme low water bed, since the formation of the raft. This, however, is absolutely necessary, and must be done to put the river in a situation to carry the entire mass of drifting timber that annually falls into it, out to the Mississippi, and by that means effectually prevent a renewal of the raft. It will also be necessary to extend that work to the head of the raft, or as high up as the timber may have grown up, so as to form obstructions to the passage of the timber that must pass down in the spring freshets. The mouths of the bayous which have been cut out from the main bed to the swamps, must also be carefully stopped up, so as to turn the water back into the original bed, which has sufficient capacity to carry off the whole column of water so soon as the raft is removed, and the channel brought back to its original course; which must be the consequence of filling up the bayous, and taking the timber out of the bed through the main river. This work can be most effectually done during low water. It will be advisable to do it in the months of October, November, and December. The same men may be continued through the high water season. By this means the whole work can probably be done by one expedition from say 1st of October to 1st of June.

From the best information I have been able to obtain, there yet remains above seventy miles in length of the great raft. I have passed through thirty miles of the remaining raft, which I find to differ but little from that already removed, either in character or quantity. But near the head of the raft the labor will be much increased, owing to the strength, size, and quantity of timber. Having more recently fallen into the river, many of the trees still retain their branches and roots, which will make them much more difficult to remove than timber that has been lying in the water so long as to lose the tops and roots by decay. Under these circumstances I am induced to believe that an appropriation of \$100,000 will be as little as the whole work can be effectually completed for, if done in a proper manner, and so finished as to be permanent, and free from all risk of a reformation, which must undoubtedly take place if the timber is not cleared out of the bed of the river in such manner as to prevent the drift logs from lodging on the banks. To accomplish that work will probably require about the amount of labor and expenditures shown by the accompanying estimate.

That the removal of the raft can be accomplished, there is no doubt. Nothing is required but the necessary funds in the hands of an individual who possesses the requisite skill, with sufficient energy to put that skill in operation.

As relates to the expense of removing the raft, it will be repaid at least threefold by the lands that must evidently be re-deemed in the immediate line of the raft. All that land is of the first rate quality for the growth of cotton, and there is now growing the best tobacco made in the United States, on several improvements now in cultivation on the river, about midway of the raft.

I am, &c.

HENRY M. SHREVE,
Superintendent, &c.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

Estimate of the probable amount of funds required to remove the remaining balance of the great raft in Red river.

300 men, including officers, mechanics, and laborers, from the 1st October to 31st May, 8 months	44,000.00
Subsistence of 300 men 8 months, at \$7.50 per month each	18,000.00
6,000 cords of wood for steamboats, at \$2.25 per cord . .	13,500.00
Tools, cordage, &c.	10,000.00
Wear and tear of steamboats	14,500.00

\$100,000.00

HENRY M. SHREVE, Sup't, &c.

**A
ROUGH SKETCH
OF THAT PART OF
RED RIVER**

IN WHICH THE GREAT RAFT
IS SITUATED & THE
BAYOUS, LAKES, SWAMPS
& ETC. BELONGING TO OR
IN ITS VICINITY

*Henry M. Shaw
Superintendent*



Extract from the Annual Report of Shreve, for the year 1833, ending the 30th September.

“For a statement of the operations at the great raft in Red river, I beg leave to refer to my report on that subject under date of the 30th of July last. *A rough sketch of the Red river*, the bayous, lakes and swamps, where the raft is situated, is herewith forwarded. It was taken from the foot of the raft to Coates’s bluff, as I passed up; from thence to the head, from the best information I could obtain. It is by no means strictly correct, but will convey a more correct idea of the country than can be otherwise given.”

LOUISVILLE, Dec. 19, 1833.

Sir: Should there be an appropriation for the improvement of the Red river, by completing the removal of the great raft in that stream, I beg leave to mention an additional improvement that will be necessary to be made if the raft is removed, and in my opinion should be executed, at the same time, or before the raft is removed. At the foot of a shoal called the Rapides, in the river, about fifty miles from the Mississippi, and the first shoal water that is met with in the Red river, there is an extensive lake on the left bank of the river, which communicates with the river by a channel of about two hundred feet in width, and at high water about twenty in depth. When the Mississippi is high, the back water extends above this lake. The Black river, which empties into the Red river, about fifteen miles below the lake alluded to, when high, creates a current of the Red river from its mouth to the lake, into which it flows by the channel above described, or through the forests over the low banks. When the three rivers are at certain stages, to produce this effect, (which frequently happens,) the driftwood that flows down the Red and Black rivers is stopped between the mouth of the Black river and the communication with the lake, which is almost impassable by boats navigating the Red river. When the raft is completely removed, so as to let the timber pass down, which is now stopped on the head of the raft, the quantity will be so increased as to be liable to choke up the river at the point above described, and form an impassable barrier for many weeks at a time.

I would therefore recommend that the communication between the river and the lake be stopped up by means of forming a dam of earth, brush and piles, to prevent the waters from flowing off by that channel in such quantity as to create a current up the Red river from the mouth of the Black river to the lake. If this plan should be objected to, I would then recommend to open a still wider communication with the lake, and clear the bank between the lake and the river, in such a manner as to open a free passage to the timber into the lake. One of these plans

must be adopted to remedy the evil that exists in some degree at present; and will, when the great raft is removed, be a serious impediment to the navigation several months in the year. Either of those plans suggested can be done effectually, and will probably be of about equal expense, neither of which will cost exceeding five thousand dollars, when done in a proper manner.

I would further beg leave to suggest to the department, that, in the event of Congress making an appropriation for the completion of the removal of the raft, I am of the opinion that labor for the completion of that work will be extremely difficult to obtain, unless the superintendent be authorized to hire slaves, and take risk of the lives of the negroes. By that arrangement the labor can be obtained at \$12 per month. Take for example 200 slaves at \$12 per month for one year, will amount to \$28,800, and the risk of their lives, valued at \$450 each, (by agreement,) say the loss would be fifteen out of two hundred, which will be a large calculation, comparing the number with the loss of men engaged in the improvement of the Western rivers for the last seven years, that will amount to \$6,750, added to the whole wages for the year, will amount to \$35,550. Two hundred men, hired at the usual wages (\$15 per month) for the same time, will amount to \$36,000. By this you will perceive a difference in favor of the negroes at \$12 per month, and the risk of their lives, the sum of \$350 dollars. I am induced to suggest this plan, under a firm conviction that white free labor will not be obtainable, and slave labor, at the risk of the master, will be still more difficult to obtain, but can be had in abundance if the Government takes the risk of life, leaving the risk of the slave deserting entirely on the owner. I would by no means recommend this as a general plan; because one of the great advantages of the expenditure of public funds for internal improvement is the distribution of the money among the free laboring men of the country. But, in the execution of the work above alluded to, the case is different from most others. In that part of the country where the work is to be executed, there is no labor to be obtained, which makes it indispensable to transport laborers from a distance of twelve to fifteen hundred miles, by the way of the Ohio, Mississippi, and Red rivers. I have formed my opinion on the subject from the experience I have had with laborers, and the apparent feelings of a large portion of them on the subject of the completion of the removal of the raft in Red river. I have made it my business, when an opportunity offered, to sound the men, and find an almost universal determination among them not to risk an expedition to that river. The existing prejudice has been created by the men employed in that river during last spring, many of whom came home sick, but few of whom died; still they have given out the opinion that the climate is extremely fatal to the health of laborers. The severity of the service is also a very material objection among the laborers.

I have thought proper to submit these views to the department thus early, that, if they deemed it in any way expedient, some provisions may be made in the bill making the appropriation to authorize the measure to be taken, if necessary.

I am, &c.

HENRY M. SHREVE.

Brig. Gen. C. Gratiot,
Chief Engineer, Washington.

LOUISVILLE, KY., July 1st, 1835.

"SIR: I closed my operation on the Ohio river on the 13th of November, 1834. On the following day I proceeded to Red River with the U. S. Steamboats Java, Souvenir, Pearl; 3 keelboats, 3 machine boats and 300 men, officers, mechanics, etc. On the 1st of December I passed the Rapids of Red River with much difficulty, after a detention of five days, having to unload all my stores, tools, etc., and haul the boats over the reefs of rocks that stretch across the river at that place. On the 10th of the same month I reached the mouth of the Coshada Chute, about 40 miles below the Loggy Bayou, where the foot of the raft was located on the 11th of April, 1833. From the mouth of this stream upwards the Red river becomes narrow, its channel being contracted to a width of 200 feet, where I found a large number of trees growing under the banks of the river, near to and many of them in the water, standing in an inclined position, projecting their tops near to the middle of the river, and, consequently, presenting a formidable obstruction to the navigation of the river, and at the same time forming a very great impediment to timber that floats down the river and was liable to produce a renewal of the raft. Finding this to be the inevitable consequence if the timber was left standing, I determined to clear the river from the mouth of that stream (Coshada Chute) during the low water. Accordingly I commenced operations at that place on the 10th of December, 1834, from which place I have cleared all the banks and islands of the timber that stood in or near the water at its low stage, as far up as the raft had been removed in 1833. That work, together with the removal of the snags and remnants of raft not removed in 1833, owing to the high stage of water that then prevailed, occupied the whole force up to the 20th of January, 1835. I then proceeded with the clearing of the river from the raft and standing timber as I progressed with the work. On the 14th of March I had executed the work as far up as the first point marked on the *rough sketch* of the river, for a cut-off, furnished with my report of work done in 1833. On examining the bend and neck of land at the narrowest point, I found the distance around the bend to be about 8 miles and the cut to require an excavation of 260 yards in length, 8 yards wide and 3 yards deep, except through a low flat bottom on the lower side

of the neck of land, which was covered with a growth of timber 30 yards wide. Through that bottom the excavation was 100 feet wide, 9 feet deep being 5 feet below the lower level of the water and 8 feet 8 inches below the upper level, at the time the excavation was made, the water then on the lower level about 4 feet above the low water mark. The excavation was finished by the steam snag boat Archimides and her crew, with the assistance of 15 extra hands, on the second of April. Cubic yards of excavation: 8,544. In that condition the water was let into the canal on the 13th day of May. On the 16th three keelboats passed up through the canal and on the 26th the steamboats Souvenir and Java passed through without difficulty. The cut was then upward 200 feet wide and 30 feet deep, being the whole and entire channel of the river. Immediately above the cut, in the bend, I secured the drifting timber in such manner as to prevent it drifting down the stream. The whole raft in the bend was then removed from its original position, and stowed in the lower end of the bend, except a portion that was used to fill up the mouth of the Sand Beach bayou, which runs out of that bend, about $2\frac{1}{2}$ miles above the cut-off. Two and one-half miles above Sand Beach bayou is the mouth of Anderson's bayou, which runs across from the Bayou Pierre, 400 yards, and falls into the bend with rapid current. At the time the work was executed, nearly all the water flowed down the river, passes through Anderson's Bayou from Bayou Pierre, leaving the balance of the bend from the junction of Anderson's Bayou and the Red River up to its junction with Bayou Pierre, without a current, a distance of seven miles (three miles below the upper end of the canal, and four miles above the canal). The effect produced by the opening of the canal was to create a rapid current, say $4\frac{1}{2}$ miles an hour, from the Bayou Pierre down the old bed of the river, and a current of about $2\frac{1}{2}$ miles per hour up the old bed of the river, from the mouth of Anderson's Bayou to the Canal (the distance, each way, is nearly equal). The length of the Red River has been shortened 8 miles by the same operation. The bend has been filled with timber about $4\frac{1}{2}$ miles, and is yet capable of taking in the raft for at least 8 miles higher up than where it is now cleared. On the 10th of March the Steamer Souvenir passes through Anderson's Bayou to Bayou Pierre thence into the old river above the mouth of Bayou Pierre and commenced operations of the first raft above Coates Bluff, being that entire section of the raft around which Lieut. Sewall excavated a canal some years since. That boat with a crew of officers, mechanics and laborers to the number of 30, effectively removed the whole raft in 15 days, at an expense of about \$520.00. On the 13th of April the work was all finished as high up as Soda Bayou, 15 miles above the canal. Through this bayou the boats pass that transport goods, produce, to and from the country above the raft. It is only navigable for keel boats at the highest stage of the

water. The distance from its junction with the river, through Soda Lake and Black Bayou, into the river above the raft is estimated at 48 miles. About two-thirds of the water of Red River flows down through those bayous and lakes, being forced out of the river at the head of the raft by the back water formed by the masses of timber crowded into the channel, the remaining portion of the water that passes down the old bed of the river, through the raft, from its head 12 miles, down to the Willow Chute, a bayou through which at least one-half of the water that runs down to it, escapes from the old bed of the river, and does not return to it again until it passes the raft and falls in at the mouth of Loggy Bayou, 7 miles lower down. Williams' and Benwares Bayous run out of the river and carry off all the water in the river, which was as clear as lake water. In this distance of 12 miles the raft was found to be much heavier than any part of that removed below since the timber had been drifted into this part of the river and forced its water through the passes on either side of the river as above described. A deposit of mud had accumulated to such extent as to cover a large portion of the timber, on which the willow and cottonwood had sprung up and taken root on the logs of which the raft was composed. Many trees were found growing in that manner as large as 18 inches in diameter. To remove this description of raft required much more labor than any before met with. The greatest delay, however, was for want of current in the river to float the raft off after it had been loosened from its bed. To remedy that great evil, I was compelled to throw works across the mouths of Benwares and Williams' Bayous and the Willow Chute. Those passes were so far stopped as to create a current through the river below them, sufficient to move the timber down after it was loosened from the raft. The current thus created will increase as the raft below is removed and the action of the water removes the deposit of mud from the bed of the river. The raft was all removed within 3 miles of Benwares Bayou, having employed my whole force from the 13th of April to the 25th of May to stop the bayous above alluded to and to remove nine miles of raft. There yet remains to be removed 23 miles of the raft from the point where the work stopped on the 25th of May to its head, a large portion of which will not be more difficult to remove than what has been cleared away below Soda Bayou. But the bayous that carry the water off from the river on either side must be stopped in such manner as to force the water back into the old bed of the river and create a current to drift the timber off as it is loosened from the raft. To estimate correctly the expense of removing the remainder of the raft is extremely difficult. The work to be done to complete the improvements is of such a nature that its cost cannot be well calculated. The bayous to be stopped may require great labor or it may be done for a small amount of labor. Much will depend on the stage of water in the river. If it should be low

water when the work is done it may be effected for less than one-half the sum it will cost at a medium or high stage of water. The location of the work compels the executors of it to run all those hazards. Its great distance from any section of our country where labor can be procured, makes it necessary to transport laborers from the Ohio River, and they cannot be prevailed upon to go to that climate to labor earlier than October nor later than May. Consequently there is no advantage to be taken of the low water in the summer. The balance of the appropriations remaining on hand and in the Treasury will go far towards the completion of the work. I would, however, recommend a further appropriation of \$20,000.00 as early in the next session of Congress as it can be obtained. If it should not be required it will not be expended, but if it should be required and not be available, the consequences will be delay and additional expense of probably half that sum.

“There can be no doubt now but the work can be completed in the course of the next winter and spring if the necessary funds are furnished in time to allow me to continue through the whole season or so much of it as may be required to finish the improvements, which may be done in 90 days, or it may require six months, as circumstances may occur for or against its speedy execution. If the last season had been a favorable one there is no doubt but the whole work would have been completed by the 25th of May, last, and for the same expenditure that has been made. But, as it turned out, the water did not rise in the Red River until in May, consequently the progress of the work of the removal of the raft was delayed for want of sufficient water in the river from the 1st of January (the time it usually rises) to the 10th of May.

“I beg leave to recommend to the Department the necessity of clearing the low bottoms in the river of all the timber that grows in them as the action of the water on the banks and particularly those of the latest formation is now washing them so that they are caving in, throughout almost the whole extent of the Raft region. If the timber is left standing the navigation of the river will be constantly interrupted by its forming snags and rafts in its bed. To fell the timber and cut the tops and trunks of the trees short will, probably, cost about \$100.00 per mile. The whole distance necessary to execute that work will not exceed one hundred miles.

“Permit me also to recommend an improvement at the Rapids of the Red River near Alexandria. The obstruction to its navigation at that place, consist of two reefs of rocks stretching across the river. The lower reef extends up and down the stream about two hundred feet, the other about 1½ miles higher up the river, has an extent up and down the stream of about 700 feet. The improvements can be made by excavating the rock at

each of these reefs to a sufficient width and depth to afford any given depth of water that may be required, as no injury can be produced to the navigation above by drawing off the water by the excavation required, because the river above the rapids has a depth of from 6 to 10 feet at extreme low water for a distance of 50 miles, consequently, the upper level will not be drawn off to any perceivable extent at that distance above the cut. The excavation can be effected at a low stage of water by the use of the common mattock and shovel. The rock is a soft sand-stone which may be dug up and removed without blasting and with but little more labor than is required to remove a firm clay bank. I am not sufficiently acquainted with the particular extent and depth necessary to be excavated to estimate the probable expense of the improvement, but I know it to be one of great importance to that section of the State of Louisiana and Territory of Arkansas, as that lie on the Red River.

I have the honor to be, Sir,

Very Respectfully,

Your Obt. Servt.

HENRY M. SHREVE, Supt.

Brig. Genl. C. Gratiot,
Chief Engineer,
Washington.

LOUISVILLE, July 6, 1836.

“SIR:

“I have the honor to inform the Department that my accounts for disbursements made for my last expedition to Red River and for the removal of the Great Raft have been settled and forwarded by the morning’s mail. The amount expended during the last four quarters has been \$64,961.40. The whole amount expended under my superintendency for that object is \$157,338.62.

“The first year (1833) seventy miles of the raft was broken up and taken out of the river. During the second year’s operations (1835) that part of the river from which the raft was removed in 1833 was cleared of the green timber and some remnants of the raft not thoroughly removed was taken out and sixty miles of the raft removed. This year 21 miles have been removed leaving 9 miles yet to be taken out besides a Canal which I contemplate cutting through to a point of land 160 yards which will shorten the river 7 miles and facilitate the removal of the remainder of the raft. The last 30 miles of the Raft that has been removed has required as much labor as the first 120 miles. This great difference in labor has been occasioned by the increased quantity of timber and its particular location.

“The last 30 miles was in a part of the river from which a large portion of the water had been carried off by being forced out of the river above the head of the Raft on its right bank through a number of bayous that communicate with a chain of

the lakes about 30 miles in length, lying between the river and the high land on its southwest side distant from the river about 4 miles and bounded by the high land to the southwest. The water flows through these lakes and falls into the river through these bayous about 40 miles below the head of the raft and one hundred and twenty miles above the original foot of the raft. Ten miles below the head of the raft, there is also a large bayou running out of the river on its left bank called the Willow Chute. Eleven miles lower down there is another extensive outlet on the same side called Benwares Bayou. Those two streams carried off all the water that flowed down through the upper end of the raft and left the river a dead pond for nearly 20 miles, except on high water, when a portion of the water that flowed down through Caddo Lake on the right bank flowed up the old bed of the river and passed off through Benwares Bayou and the Willow Chute which falls into the Bodcau and Bistineau lakes on the northeast side of the river. Those lakes empty their water into the river through her channels below the original foot of the raft called the Loggy Bayou and Coshada Chute. The Willow Chute and Benwares Bayous have been filled with timber from the raft and are partially stopped. The Raft has been removed one mile above the Willow Chute. The remaining nine miles will probably not be so difficult to remove as the last 30 miles below has been, still it contains a larger quantity of timber in proportion to distance. But that timber is not so deeply embedded in the mud and sand nor is it so much overgrown by green timber as that which has been removed during the present year, a great portion of which had more the appearance of a forest than a river. The remainder of the raft will be removed with less labor as it has the advantage of a greater portion of water flowing through it and a less number of islands to be removed, than has been taken out of the river below. Under those circumstances the Department may calculate with confidence that the whole raft will be removed by the month of April next, provided the appropriations estimated for are made at the present session of Congress which I hope will be the case as I am desirous of finishing the work at as early a day as it is possible to accomplish it. When the raft is all removed the Navigation will be good and will admit of steamboats of 250 tons through that part of the river where it was located at least nine months in each year. There have been 27 trips made this year from the 1st of January to the 25th of May by steamboats as high as Coates Bluffs which is 115 miles above the original foot of the Raft. The navigation from that Bluff to the head of the Raft will be better than it is below so soon as the remainder of the raft is removed. I am of the opinion, however, that to make the improvement permanent it will be necessary for the Governmen to keep one boat at work for several years after the raft has been removed. The river had been contracted in its width at many points by the deposits occasioned by

the location of the raft. These alluvial bottoms are washing away by the action of the current on the banks and will continue to deposit the timber that stands on them in the stream. Many logs that yet remain on the bottom of the river will be loosened by the same cause and rise to the surface of the water. Those that have heavy roots will form snags which together with the trees that fall on from the alluvial banks must be removed as they accumulate, otherwise the raft may reform and obstruct the navigation.

“That kind of obstruction will not accumulate longer than 4 or 5 years after which time there can be no renewal of the raft the river will have been opened to its original width which will give it sufficient capacity to carry off all the timber that flows down during the annual freshets.

“The removal of the raft will extend the Steamboat navigation from its lower end to Fort Towson, a distance of 720 miles. That part of the river between the head of the raft and the mouth of the Kiamachi River 560 miles may be much improved in its navigation by removing the snags from its bed, which can be done at a small expense by the boat that will be necessary to complete the improvement in the raft—I would therefore recommend that provision be made for that operation to be carried on at times when the boat alluded to can leave the raft with the least loss of time in her operations there and when the water in the river is at the most favorable stage for the removal of the snags above.

“To attempt an estimate of the amount of funds yet necessary to complete this improvements would be so much at random that I cannot venture an opinion on the subject. However, my present calculation is that \$45,000.00 will be sufficient to build a boat and finish the work. But so much depends on the price of labor and subsistence which is advancing so fast that no calculation can be made to estimate with any degree of correctness what any work will cost that depends on those two items to so great an extent as does the work in question. I can make no calculation in obtaining labor to finish that work at less rate than twenty-five dollars per month nor have I any assurance that it can be had at that rate. The wages now paid on Steamboats navigating the western rivers is much higher. In my report, dated the 1st of July, 1835, I stated that there was no doubt that the whole work of removing the raft would be gone through with during the course of the last winter and spring but experience has shown a different result which was owing in part to the remainder of the raft being much more difficult to remove than I had calculated and from the great loss of time during the year from sickness among the laborers—By reference to the Pay rolls it will be seen that 9006 days work is charged as lost time, amounting to a deduction in pay of \$7,347.15. The loss to the progress of the

work was in a much greater proportion as it required a deduction from the effective forces to nurse and attend to the sick, besides the debility occasioned by the sickness that prevailed among a large portion of the whole force employed during the year.

“The location of the raft is very unfavorable, being in a climate that will not admit of men laboring in the summer and fall months and where there is no labor to be procured. Consequently all the force necessary to execute that work must be taken from the Ohio River. The nature of the work is in itself calculated to produce disease. The men are constantly exposed to the sun and a large number of them must work in the water surrounded by a dense mass of decaying timber of which the raft is composed. Still under all these disadvantages I shall probably accomplish the removal of the remainder of the raft by April next and at as small an expenditure as I can by any means effect the object.

I am Sir,
Very respectfully,
Your Obt. Servt.
HENRY M. SHREVE, Supt.”

Brigadier Genl. C. Gratiot,
Chief Engineer,
Washington.

ST. LOUIS, Mo., 12th June 1839.

“Col. Jos. G. Totten,
Chief Engineer,
Washington City.

SIR:

“I have the honor to inform the Department that the work of removing the raft formed in the former location of the great raft in Red River was resumed in November last. The Steam snag boat *Eradicator*, accompanied by a keel boat in tow and 74 men, officers and mechanics, under the command of Capt. Abram Tyson, proceeded from the mouth of the Ohio River now on the 24th of November last, and arrived at the raft with the keel boat and laborers on the 16th of December, when the work commenced. The snagboat *Eradicator* was left below the rapids of Red River, the water being too low for that boat to cross the shoal at that place. She, however, arrived at the raft in January, and on the 15th of February the raft (2300 yards in length) that had formed in July last, was removed and the navigation open. The force employed then proceeded to open and widen the channel, take out the logs and snags which were in the channel and place the river as far as practicable in a situation to prevent a re-formation of timber in its bed. That operation was continued up to the 15th of April, when as usual high freshet in the river brought down a heavy run of timber and formed a new raft 2150

yards in the same place from which the raft had been removed during the winter. I arrived at the raft at that time and found the navigation entirely obstructed Two Steamboats in the river above the raft, bound down with cargoes of cotton, and five loads below, bound up with full cargoes for the country above the raft and government stores for Fort Towson, besides three steamboats that had full cargoes for the country above, that had stored their freight at Shreveport, 45 miles below the raft and returned to New Orleans.

"The available funds had on my arrival at the raft, all been expended and exceeded by a considerable amount. Deeming the opening of the navigation of great importance, both to the government and to the people, I was induced to make a representation of the state of the funds appropriated by Congress to the planters in the vicinity of Washington, Hempstead County, State of Arkansas, and to propose to continue the operation at the raft up to the 1st of June, on condition that a loan could be made by them to defray the expense, when the following application was made to the Board of the Real Estate Bank at Washington.

WASHINGTON, ARK., 16 April, 1839.

"To the President and Directors,
Branch Real Estate Bank,
of Arkansas,
Washington.

"GENTLEMEN:

"On my arrival at this place, yesterday, I was informed that there was a late reformation of timber near the head of the Great raft in Red River, obstructing the channel nearly one mile in extent, and being anxious to remove that obstruction before the force now employed by the government under my charge is with drawn, I am induced to apply through you to the people whose interest it is to have that work completed, for a sum of money sufficient to work that force up to the 1st day of June, need all the available funds heretofore appropriated by Congress for removal of the raft, having been expended as will be observed from the following extract of a letter from the Chief Engineer."

"ENGINEERS DEPARTMENT,
WASHINGTON, March 14, 1839.

"Capt. H. M. Shreve,
Supt.,
St. Louis, Mo.

"SIR:

"No appropriations were made by Congress, at the last session, for any of the works under your charge. The operations must, therefore, be conducted in reference to funds still available from previous appropriations of which the following list exhibits

the amount now in the Treasury and in the hands of the Agent on the 31st December, 1838.

“Red River

In Treasury nothing in Agents hands \$7875.88
you will, of course, be sure not to transcend the amounts available in any of your operations.

(Signed) JOS. G. TOTTEN,
Chief Engineer.”

“To continue the operations with the force now at work in the raft to the 1st of June will require at least Seven Thousand one hundred and forty seven dollars, fifty cents, (\$7147.50). If that sum can be furnished by the citizens interested, I will take the responsibility of continuing the operations to the time for which the laborers now at work in the raft are employed (1st June next). But under the express condition that the parties making such advance take the entire responsibility of being reimbursed by Congress, my engaging only to apply the funds to removal of the raft, and calling on the Engineers Department for appropriations sufficient to repay the amount at as early a day as such appropriation can be obtained, but not being liable on my own responsibility in any shape for the repayment of the funds except as agent of the government as herein before expressed.

I am Gent. Very respectfully

Your Obt. Servt.

HENRY M. SHREVE, Supt.”

“On the foregoing application I obtained from the Branch of the Real Estate Bank at Washington, Arks. the sum of seven thousand one hundred and fifty dollars (\$7150.) which was applied to the work designated. The late accumulation of raft (which proved to be 2150 yards in length before the drifting timber ceased to flow down the river was removed and the navigation was opened and free from timber by the 4th of May. The force employed continued the work of opening the width of the river to the 21st of that month, when they proceeded to this place, where they arrived on the 1st day of June inst, and were discharged and paid agreeably to contract with them.

“On settling the accounts for the work during the Season since the 31st December, 1838, as per abstract dated 12th June 1839, the expenditure has been \$18,985.03 $\frac{3}{4}$; the available funds at that time amounted to \$7,815.88 $\frac{1}{2}$; the amount received from the Real Estate Bank of Washington, Arks. \$7,150.00, making an aggregate sum of \$14,965.88 $\frac{1}{2}$, which leaves a balance due me of \$11,019.15 $\frac{1}{2}$ which is the amount I have exceeded the available fund from former appropriations and the loan from the people of Arkansas and which, under the existing circumstances was not in my power to avoid.

"A further appropriation was anticipated at the last session for the continuance of that work, and from the great importance and value of the improvement and the manner in which it has been brought before Congress by the Secretary of War, it was believed that funds would have been appropriated. I was advised, however, by the Chief Engineer, under date of the 14th of March that no appropriation had been made. That advice was received by me about the 25th March at St. Louis, Mo. when I left for the raft as soon as practicable, but before my arrival the available fund was exceeded by the amount above stated \$4,019.15½. However, from the great benefits arising from the removal of that formidable obstruction, I doubt not but my error will be excused by the government, and appropriations be made at an early day in the ensuing Session of Congress to reimburse the people of Arkansas and myself. I must, therefore, beg leave to request the Department to estimate for funds for that purpose at the proper time, as well as for a sufficient sum to continue the work next year, an estimate for which is herewith furnished.

"I have also to state to the Department that the condition of that part of the Red River where the raft was formerly located, has been very much improved by the action of the current on its banks, and the operations of the boats during the last year. The channel is full one third wider now than it was when the operations were closed on the 25th of May 1838. Still, there is much yet to be done to place the river in a condition to carry down the immense quantity of drift that floats on its surface during the freshets that prevail in the Spring and Summer of each year. To secure that object I would suggest that the bayous which have been forced open by the backwater from the head of the great raft as it progressed up the river for centuries (some of which have been stopped, but a great many yet remain open) should be completely stopped and levees thrown up along the banks where they are liable to overflow and form new outlets for the water. That work will be necessary to confine the water to the original channel of the river by which means alone its navigation can be rendered permanent. To effect that object it will require all the bayous to be stopped up and the low banks leveed from eight miles above the head of the raft down to the Willow Chute, a distance of about 30 miles on the Southwest bank of the river. In that distance there are 8 bayous, three of them large and five small ones and about 20 miles of low bank that will require an embankment of about 3 feet in height 4 feet wide on top. On the northwest bank, from Benwares Bayou down to Latcheys Settlement a distance of about 35 miles, there are 8 bayous and about 22 miles of low bank that will require an embankment of the same dimensions as above.

"The advantages to be derived from that operation are various and important in their character: 1st. The water that flows out through the bayous on the Southwest bank, near the head

of the raft, passes into a chain of lakes that have been formed by them, extending from opposite the head of the raft down, about 20 miles, in a straight line, and falls into the river through two outlets, from the lake near the bluff at Shreveport, which backs up the river from above those bayous for about 15 miles diminishes the current so much that it has not sufficient power to open the original bed of the river for that distance in which there are several shoals at low water that could be immediately removed by the action of the current if the whole column of water was forced down the channel of the river in its original course.

"2nd. The bayous that require stopping on the notheast bank, carry off their water into the lakes on that side of the river and fall into the river again through Loggy Bayou and the Bistineau chute which is at the foot of the raft and back the water up in like manner with those above Shreveport, and slacken the current of the river, a distance of at least 25 miles, to such extent that the banks of the river have not given away any of consequence since the raft was removed from that part of river in the Spring of 1833, where its channel is now much narrower than at any other point in the whole extent of that part of the river in which the raft was formerly located, which is a distance of 165 miles. I know of no other plan of operation than the one proposed to effect the improvement of those two sections of the river, say 15 miles above the upper bayou coming in from Lake Sota on the Southwest and 25 miles above Loggy bayou coming in from the northeast side.

"3rd. By this operation a large extent of land as fertile as any in the Union, and the best quality of cotton land will be redeemed, equal in value to any in the State of Louisiana, and instead of the operation being a charge to the government, it must result in a large profit in the value of the land that will be dried which is now flooded one half of the year.

"4th. The health of the country must be vastly improved by drying so large a body of land. The effect of drying the land will be obvious to all. The channels of the bayous that will be stopped will be natural drains for the water that falls from rains or springs from the earth. The fall from the river to the old bed of the lakes is so great that it now produces a very rapid current and will be quite sufficient to drain all or nearly all the land in the valley. I would therefore recommend it independent of the important and indispensable utility to be derived from the improvement of the river at the points above designated.

"I would also recommend an appropriation for clearing the banks of the river, where they are liable to cave in, of the timber, and cutting that timber so short that it will not be liable to lodge in the narrow parts of the river where it may fall in to the water by the caving of the banks, and to remove the snags from the

bed of the river as far up as Fort Towson. That description of work will in a great measure remove the first cause of the reformation of the raft and at the same time very much improve the navigation of the river as far up as it is navigable by Steamboats, many parts of which are now very dangerous from the great number of snags and roots in its channel.

"The improvement of the Country, from the original foot of the raft to Fort Towson, a distance of about 750 miles by the meanders of the river, has been very great since the commencement of the work of removing the raft in 1833. At that time there was no settlement on the river from 40 miles below the raft up to Fort Towson, with the exception of a small settlement near the Caddo Agency and a few settlers in Arkansas and Texas above the raft.

"There are now many flourishing cotton plantations on that part of the river where the raft was located and where the lands were then nearly all inundated by the back water caused by the masses of timber which formed the raft. *There has also a town sprung up equal in population and surpassing any on Red River in amount of business transactions.*

"The country between the Red and Sabine Rivers has settled with a dense and respectable population. That part of the State of Arkansas bounding on Red River has populated and is now the best settled and most wealthy part of the State and is all in a rapid march of improvement requiring nothing but the permanent improvement of the navigation of Red River to render it one of the richest and most desirable sections of the United States.

"Cotton can be grown to advantage as high up as Fort Towson, which is situated in about 34° of latitude. The river in its whole course from the Mississippi 1100 miles, making but three degrees nothing, ranging from 31 to 34 degrees north. No country in the Union can excel it for raising stock of all kinds, horses, mules, horned cattle, hogs and sheep, all do well in the country and above the 33 degrees of latitude it is not surpassed by any climate for the growth of wheat, rye, oats and corn. The country off the river is well watered, abounding in springs of cool pure water, possessing every advantage to be met with in any part of the United States in the cultivation of the soil; and from the character and enterprise of the present population, must in a very short time be in possession of all the comforts and conveniences of life that can be had in that delightful climate.

"An Estimate of funds required for the several improvements recommended is here with respectfully submitted and, I hope will meet with the approbation of the Department.

I am sir,

Very respectfully,

Your Obt. Servt.

HENRY M. SHREVE, Supt."

SHREVE FOUNDS SHREVEPORT.

His final review of the Red River Valley country and its possibilities and progress would do credit to the publicity bureau of a modern Chamber of Commerce, and show that he had learned to love and appreciate the scene of his strenuous labors. Man of strength and vision, how well has his confidence been justified!

Captain Shreve was not unaware of the financial advantages that would flow from opening of navigation on so great an artery of commerce as Red River as a result of the work that he was doing. Consequently, in 1836, he joined in the purchase of Larkin Edwards' "one section of land" reserved by the Caddo Chiefs in their treaty of cession¹⁷ and became one of the seven organizers of the Shreve Town Company and founders of the city which perpetuates his name in the valley that he loved so well. It must have been with a sense of pride that he referred with such definiteness in his last report in 1839 to "Shreveport," a feeling that is again evinced in his reference to its growth and business.

He continued in the government service, on various rivers, until 1841, when, upon the succession of Tyler to the Presidency, after the death of General Harrison, he was somewhat summarily relieved of duty, and directed to turn over his work to a successor, as shown by a letter dated September 11, 1841, in the files of the Chief of Engineers in the War Department.

THE END OF AN EPOCH-MAKING CAREER.

After thirty-four years literally spent on the waters, he returned to the quiet pursuits of an agricultural life, in which he was engaged when a youth. His farm was near St. Louis, and with the same zeal and liberality which he had always manifested, he devoted himself energetically to improving his estate.

There, as elsewhere, he was thoroughly practical, but he found pleasant recreation and profitable amusement in "experimental farming."

The first Mrs. Shreve was the daughter of Adam Blair, of Brownsville, Pennsylvania. Captain Shreve married Miss Blair in 1811; she bore him two daughters and one son; the latter died in infancy. The eldest daughter married John W. Reel, of St. Louis. She died at St. Louis in 1924.

¹⁷Conveyance Book Caddo Parish, A, p. 401. The original of this deed has only recently been discovered by Mr. A. T. Witbeck of Shreveport among old court records there.

His first wife having died, he married a second time, in 1846, a daughter of John W. Rogers, of Boston, Massachusetts, who survived him several years. By this marriage he had two daughters—one of them died unmarried, and the other was Mrs. Emlen Hutchinson of Philadelphia. Honorable Milton W. Shreve, Member of Congress from Pennsylvania at present, is a kinsman, and furnished much of the information herein given.

Captain Shreve is described as a man of fine personal appearance. Standing five feet eleven inches in height, and weighing over two hundred pounds, his presence was commanding. Although so large when he had arrived at middle life, he was at the age of twenty-five years so slight in form as to be taken for a youth of seventeen. Slight in frame, he was as a young man very muscular, remarkably active, and possessed of great strength. He took great pleasure in athletic sports, and excelled in all of them. When on his trading expeditions he had frequent races with the Indians, whom he always distanced, and consequently astonished.

At the opening of the telegraph at St. Louis, Captain Shreve sent the first message borne by electricity from the banks of the Mississippi to the tide waters of the Atlantic. It was to the President of the United States, at Washington. Thus did he fill out the measure of a career of great usefulness and brilliant endeavor. Quietly at his home, for the last years of his life, he enjoyed the pleasures of a serene old age. He died at the home of his daughter, at St. Louis, after a protracted illness in his sixty-sixth year, March 6, 1851,¹⁸ and not in 1854 as almost all encyclopedia articles state.

Surely he was a man whose name the second city of Louisiana may be proud to bear! There his memory is honored not only in the name of the city, but also in the beautiful Shreve Memorial Public Library, opened in 1923.

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INTRODUCTION OF JEAN FRANCOIS PASQUIER AS COUNCILLOR-ASSESSOR IN THE SUPERIOR COUNCIL OF LOUISIANA 1737

By HENRY P. DART

We print herewith the application of Jean Francois Pasquier to the Superior Council of Louisiana for registration of his commission as Councillor-Assessor in that body presented March 22, 1737, and the evidence adduced before Salmon, Judge, as to his good moral character and Catholic faith.

It appears that he was appointed by Governor Bienville and Intendant Salmon (Commissaire Ordonnateur and First Judge) to hold office at the King's pleasure. This establishes that the local governor and intendant were vested with power to fill such offices, and to issue the commission therefor. The exercise of this power enabled the local executives to select residents of the Colony for these important positions apparently without first submitting the name to the Minister in France.

This record shows also that the office of Councillor-Assessor had been created by the local officials, before any formal authority had been granted by the home government.

Martin says (p. 179) that "the increase of trade caused litigation and it was deemed necessary to create new officers in the Superior Council. Accordingly the Governor and the Commissary Ordonnateur were by the King's Letters Patent of the month of August, 1742, directed to appoint four assessors to serve for a period of four years in that tribunal. They were to sit in rank after the Councillors, but their votes were received only in cases in which the record was referred to them to report on, when they were called upon to complete a quorum, or in case of an equality of votes. The choice of the two administrators for the first time fell on Delachaise (a son of the late Commissary-Ordonnateur), Delalande d'Aspremont and Messy."

This decree of August, 1742, was issued after Bienville had asked for his recall (March 26, 1742) and while he was awaiting the arrival of his successor, de Vaudreil, who reached New Orleans May 10, 1743. Gayarre in his review of the administration of Bienville and of De Vaudreil makes no mention of this addition to the Council.

To the extent first stated the Commission of Pasquier is therefore an addition to our knowledge of the implied powers of

the Governor and Ordonnateur (Intendant) of Louisiana. If we may judge by his endorsers before Judge Salmon, Pasquier held a good social position in the community and he evidently was considered a desirable addition to the official family.*

The text and translation of these interesting documents has been prepared by Mrs. H. H. Cruzat.

I.

TRANSLATION:

Pasquier demands registration of his commission as Councillor in the Superior Council.

March 22, 1737. Sieur Paquier has the honor to represent to you that Mr. Bienville, Governor for the King in this Province and Mr. Salmon, Intendant-Commissioner and First Judge in the said Council having appointed and established him as Councillor Assessor in the Superior Council during His Majesty's pleasure pursuant to the commission which they have kindly sent him on the eleventh of the current month presented herewith;

Therefore I request that it please you to receive me as such and order registration of the said commission in the registers of the Council.

At New Orleans, the 22 of March, 1737.

To be communicated

to the Procureur General of the King,

this 22 of March, 1737.

Signed: Salmon.

On the margin:

Considering the commission of Sr. Pasquier, dated the eleventh of the present month: I require for the King that an inves-

*PASQUIER.—Notes by Mrs. Cruzat. On examination of records of Superior Council to 1740 I find three Pasquiers mentioned: Jean Francois Pasquier, the Councillor; Sr. Michel Pasquier, whose plantation was on the shore of Lake Pontchartrain; and St. Jacques Pasquier, whom I have not traced sufficiently to find out if he was a brother or a son of the Councillor Assessor.

On July 31, 1737, Sr. F. Pasquier was appointed by Salmon to take an inventory of the goods left by Boisbriant in Louisiana after his decease in France (1737). The estate consisted mostly in a few slaves left to Sr. Jacques de Ste Therese de Longloiserie, who informed the Council of the death of his uncle, Sr. Duguay de Boisbriant, in France, where he had lived since several years. He asks said inventory be made as his uncle is deeply in debt to the Company of the Indies and that until said inventory be made he cannot determine if it is to his interest to accept or renounce the succession. The inventory was taken July 31, 1737.

Pasquier seems to have been universal legatee of Ste. Therese de Longloiserie, whose sister married Mr. Celeron de Blainville. There was a Sieur Pasquier who was associated with Sr. B. lille in building the levee of Madame de St. Aignet.

In Le page du Pratz Pasquier is mentioned as having been at the head of volunteers who went to the Natchez War. (Date considered this must have been the second Natchez War.)

tigation of Sr. Paquier's life and morals be made, on presentation of which, execution and registration of the said commission be ordered.

At New Orleans, this 22 of March, 1737.

Signed: "fleuriau."

INQUIRY INTO LIFE AND MORALS OF SR. PASQUIER

No. 758.

March 22, 1737.

Investigation
of life and morals
of Sr. Paquier.

Investigation of life and morals made before us, Edme Gatien Salmon, Intendant and First Judge in the Superior Council of the Province of Louisiana, in virtue of our order of the twentieth of the present month + on petition of Sieur Jean Francois Paquier, resident of this Colony, which was proceeded to as follows: + March.

the 22d of March, 1737.

Sieur Claude Joseph Dubreuil, Contractor for the King's Buildings, aged forty-two years, after being sworn to speak the truth, told us that he was not a relative, connection, servitor nor domestic of the said Sr. Paquier, that he has been cited on this day to testify in the said investigation and he produced the said summons.

He testifies that he knows the said Sr. Paquier since a very long time, as a person who always led a blameless life as an honest man and as a good Christian, having seen him perform the acts to which a good Catholic is obligated, having known nothing in him against probity, which, he said, is all he knew and his testimony having been read to him, he said that it was the truth, persisted therein, signed and did not request pay.

Signed: Claude Joseph Villars du Breuil.

Sieur Francois Simars de Bellille, Adjutant Major of New Orleans, aged thirty-nine years, who, after being sworn to speak the truth, told us that he was neither a relative, connection, servitor nor domestic of the said Paquier, that he was cited on this day to testify in the said investigation and he produced the summons.

He testifies that since several years he is acquainted with Sr. Paquier as a good and very correct man, of all possible probity, living blamelessly and as a good Christian, having seen him

practice and approach the sacraments to which a good Catholic is obligated, which is, he said, all that he knew, and his testimony being read to him, he said that it was the truth, persisted therein, signed and requested no pay.

Signed: francois Simars de Bellile
ayde major.

After which Jacques de Ste Therese de Langloiserie, Lieutenant of a detached Marine Troop, aged thirty-eight years, who having been sworn to speak the truth told us that he was neither a relative, connection, servitor nor domestic of the said Sr. Paquier, that he has been cited this day to testify in the said investigation and he produced the summons.

He testifies that since Sr. Paquier is in this Colony he has always known him as a very correct man, living as an honest man should live, free from all blame, and as a good Christian, having seen him perform several acts of catholicity, which, he said, is all he knows and his testimony being read to him, he said that it was the truth, persisted therein, signed and did not request pay.

Signed: jacques de Ste Therese de Langloiserie.
Salmon.

To be communicated to the
Procureur General of the King.
This 23d of March, 1737.

Salmon.

I demand for the King that the said investigation be declared good and valid and that in consequence Sr. Paquier be received and sworn as Councillor-Assessor according to his commission of the eleventh of March, present month.

At New Orleans, March twenty-third, one thousand seven hundred and thirty-seven.

Signed: fleuriau.

SESSION OF MAY 4, 1737

(8231)

Admission of
Paquier as Assessor.

Were present Messrs. de Bienville, Governor; de Salmon, First Judge; Mr. de Louboey, Lieutenant of the King; de Noyan, Major of the Place; Mr. Bizoton, Comptroller. Between Sr. Paquier (Pasquier), petitioner:

Before us the commission issued by Messrs. de Bienville and de Salmon, the inquiry made to that effect, The conclusions of the Procureur General of the King, The Council having administered the customary oath to Sr. Paquier orders that the said commission be registered in your Registry, the said Sr. Paquier thereby to take rank, seat and to have deliberative vote in said Council in the capacity of Civil and Criminal Assessor after the four titulars, following which the said Paquier was installed in his seat.

Reappointment of Henry clerk of Council. Between Sr. Henry, Chief Clerk of Council, also petitioner:

Considering the patents granted him by His Majesty, the inquiries of service and morals and the conclusions of the Procureur General of the King, the Superior Council orders registering of the said patents dispensing him from repeating his oath, considering that he has already been sworn in the said capacity.

Signed: Salmon.

II.

ORIGINAL TEXT:

Le 22 mars 1737. Le Sieur Paquier a l'honneur de vous Représenter que Monsieur de Bienville, gouverneur pour le Roy en cette province et Monsieur de Salmon Comm^sre ordonnateur premier juge aud Conseil Lont Commis et Etably Con^{er} assesseur au Con^{el} Superieur sous le bon plasisir desa Majesté suiva no la Commission quils ont bien voulu Luy Expedier le onze du present mois jointe a la presente Cest pourquoy Nos Seigneurs

Je Requier qu'il vous plaise Le Recevoir en la qualité et ordonner L'Enregistrement de lad^{te} Commission sur Les Registres du Conseil.

A la Nlle Orleans, Ce 22 mars 1737.

pasquier.

Soit communiqué
au proc^r gnal du Roy
Ce 22 mars 1737.

Salmon.

En marque:

Vu la commission du Sr Paquier en datte du onze du present mois Je Requier pour le Roy que le Sieur Paquier fasse une

information de vie et de moeurs pour sur icelle Representé estre ordonné Lexecution et Enregistrement d'icelle. A la Nlle Orleans Ce 22 mars 1737.

fleuriau.

No. 758.

22 Mars 1737. Information de vie et Moeurs faite Pardevant
Information de vie et moeurs du Sr Paquier. Nous Edme Gatien Salmon ordonnateur et premier Juge au Con^{el} Superieur de la province de la Louisianne En vertu de notre ord^{ce} du vingt du present mois + a la Requete de Sieur Jean francois Paquier habitant en cette Colonie a laquelle a ete procede ainsy qu'ly Ensuit + Mars

du 22 mars 1737

Sieur Claude Joseph Vilars Dubreuil Entrepreneur des Batim^s du Roy age de quarante deux ans Lequel apres serment par luy fait de dire Veidte Nous a dit nestre parent allie Serviteur ny domestique dud Sr Paquier qui a été assigné acejour pour déposer enlad Information et Nous a Représenté Lexploits des faits en question

dépose que depuis tres longtems Il connoit led Sr Paquier pour une personne qui a toujours vécu sans blame en honnete homme et Comme un bon Chretien luy ayant vu faire tous les actes qun bon Catholique doit faire Nayant rien Connu en luy contre la probite qui est tout ceq^l adit Scavoir Lecture a luy faith desa déposition a dit Icelle Contenir vérité y a persisté signé et na Requis Salaire

Claude Joseph Villars du Breuil.

Sieur francois Simars de Bellille ayde major de la Nlle Orleans agé de trente neuf ans lequel apres serment par luy fait de dire vérité nous a dit nestre parent allie serviteur ny domestique dud Sr Paquier qu'ly a été assigné ace jour pour deposer en lad^{te} Information et nous a Representé Lexploit des faits en question

dépose que depuis plusieurs annees Il connoit le Sr Paquier pour Un homme de bien tres Rangé ayat toute la probité possible et Vécu sans acun blame vivant en bon Chretien Luy ayant vu pratiquer Les Sacremens qun bon Catholique est obligé d'exercer qui est tout Cequil a dit Scavoir lecture a luy faith de sa deposi-

tion adit Icelle Contenir verite y a persiste signe et Na Requis Sallaire

francois Simars de Bellile
ayde major

Surce Jaq St^e Therese de langloiserie lieutenant de troupe detache de la Marine age de trente huit ans lequel apres serment par luy fait de dire verite nous a dit nestre parent allie serviteur ny domestique dud Sr Paquier quil a ete assignea ce jour pour deposer en lad Information Nous a Représenté Eexploit des faits en question

dépose que depuis que le Sr Paquier est en Cette Colonie Il la toujours Connu pour un homme tres Rangé vivant (comme) * qun fort honnête homme doit vivre exempt de tout blame Vivant en bon Chretien Luy ayant Vu faire plusieurs actes de Catholicite qui est tout cequil a dit Scavoir Lecture a luy faite de sa deposition a dit Icelle Contenir verite y a persiste signe et Na Requis sallaire

Jacques de ste Threse de Langloiserie
Salmon.

Soit Communiqué au
procu^r Gnal du Roy
Ce 23 may 1737.

Salmon.

Je Requier pour le Roy que lad Information soit déclaré bonne et valable en Consequence que le Sr Paquier Soit Recu et prete serment de Con^r Assesseur suivant sa Commission du onze mars present mois A la Nlle Orleans le vingt trois mars mil sept cent trente sept

fleuriau

ORIGINAL TEXT:

AUDIANCE DU 4 MAY 1737.

(8231) Ou estoient Messieurs de Bienville Gouverneur, de Salmon premier Juge, Mr de Louboey, Lieut. du Roy, De Noyan, major de la place, Mr Bizoton Con^{leur},
Entre le Sr Paquier demandeur En Requete,
Vu la Commission qui Luy a été Expedié par les Messieurs de Bienville et de Salmon, Linformation faite à cet effet La conclusion du Proc^r general du Roy

*Missing in text and supplied.

Le Conseil Superieur apres avoir Receu le serment en tel cas du Sr Paquier ordonne que la d Commission sera Enregistré En votre Creffe pour par le d Sr Paquier avoir Rang senace et Voix deliberative aud Conseil en qualitz dassesseur Civil et Criminel apres les quatre Coners titulaires Et En Consequence led Paquier a EtZ Installé En ce siege.

Entre le Sr henry greffier demandr aussy en Requete Vu Les Provisions qui luy Sont accordés par Sa Majeste Les Informations de service et moeurs et les Conclusions du proc^r general du Roy le Conseil Superieur ordonne LEnregistrement des d provisions le dispensant de preter de nouveau le serment attendu quil la deja preté en lad^{te} qualité.

Salmon.



THE NOTARIAL SYSTEM OF LOUISIANA

By Edgar Grima, New Orleans

The notarial system in the State of Louisiana is based on the system prevailing in the countries governed by the Civil Law, particularly France.

Whilst under the common law, deeds and other instruments are proven by the acknowledgement of the party or parties before a Notary Public or other officer authorized thereto, such deed or other instrument, in the State of Louisiana, in order to be authentic, must be executed before a Notary Public and two witnesses, or three witnesses where the party is blind. Three witnesses, and more in certain cases, are required also for a testament made before a Notary Public.

No certificate of acknowledgment is appended to such instrument. It is termed a Notarial Act or simply an act and instead of being drawn up in the first person, it is drawn up in the form of a declaration made by the parties in the presence of the notary and witnesses who sign the instrument with the parties.

The act is usually drawn up by the notary himself and should be signed or passed, as it is termed, in the notary's office, except in cases where sickness or other sufficient cause justifies its being executed elsewhere. In all cases it must be executed in the parish (county) where the notary resides and exercises his functions as such, his authority to act being limited to his parish.

The most ancient notarial act in Louisiana is probably the proces-verbal of the taking of possession of the Mississippi River and the adjoining lands by Cavalier de la Salle in the year 1682, in the name of King of France. It was drawn up by Jacques de la Metairie, notary of the seigniorship of Fort Fontenac, in New France.¹

Under the Spanish Government, there were notaries of the Government and Cabildo, Royal notaries, a marine notary.

Proceedings, in cases where the value involved exceeded \$20.00, before the Alcades (Judges of the Spanish Government), were recorded by a Notary Public.

¹The Notary was an essential element in the French Colonial scheme of government in Louisiana, and many thousand notarial acts have survived in the archives of the Louisiana State Museum in the Cabildo and in bound volumes in the Notarial Archives office at the New Court House in New Orleans. This subject, we trust, will be examined by the learned author of this paper for future publication in the Quarterly.—EDITOR LA. HIST. QTLY.

Acts were also passed before the Spanish Commandant in Louisiana with the same effect as before a Notary Public.

Among the officers of the Province there were three notaries who acted as auctioneers and whose offices were the repositories for law proceedings and deeds.

A notary served as clerk of the City Council at an annual salary of \$200.00.

In 1807 a court was established in each parish of the State, the Judge of which was ex-officio judge of probates and acted as clerk, sheriff and notary.

At the present date the clerk of the Judicial District Court, in the several parishes of this State, outside of New Orleans, is ex-officio Register of Conveyances, Recorder of Mortgages and Notary Public.

By proclamation of Don Luis de Unzaga, Intendant and Governor General of the Province of Louisiana, under date of November 3rd, 1770, it is provided that the Notary who shall make a bad use of the confidence reposed in him by the public and of the faith put in the fidelity of his archives, and who shall have the audacity to antedate or post date the deeds *executed before him*, shall, for his delinquency, be declared unworthy of the office he holds and be condemned to undergo the penalties provided for such a case.

By regulations of Intendant Morales, dated July 17, 1799, notaries public of New Orleans, and the Commandants of the posts, were forbidden to *take any acknowledgment* of conveyances of land obtained by concession; unless the seller (grantor) presents to the buyer the title which he has obtained.

In a decision of the Supreme Court of the State of Louisiana rendered in the year 1911 relative to the renunciation by a married woman of the laws in her favor, the Court said: "The law allows a woman to renounce, but it requires that she should be made acquainted with the provisions of the law. Febrero, informs us that the notary who receives the contract is bound to make the woman acquainted with the disposition of the law in her favor and the consequence of her renunciation, and he ought to certify that this has been done, unless he takes the trouble to recite at full length the law itself. If he neglects to do so and does not apprise the woman, he *incurs corporal punishment*, and the act ought to be declared null."

The above shows the importance of the office of notary public in Louisiana at that time when they incurred corporal punishment as stated, and it is equally important at this date.

Notaries public for the Parish of Orleans are required by law to keep their office in a brick building, covered with tiles, slates or terrace, an old law which still exists, and they must keep their office open, for the examination of their records every-day from 10 o'clock A. M. to 3 o'clock P. M., Sundays and holidays excepted. They are also required by law to keep in their possession and under their custody the original of all acts passed before them, excepting sales, mortgages, and donations of real estate situated outside of the parish, which they are required to deposit in the office of the clerk of court and recorder of the parish where the property is situated, first making a record thereof in their office.

The original acts thus kept by the notary in New Orleans are bound in volumes properly indexed and together with the protests made by the notary, form the records or archives of his office. These records, whenever a notary public ceases to act as such, either by death, resignation or otherwise,—are turned over and delivered to the Custodian of Notarial Records for the Parish of Orleans and are there kept and preserved under the charge and custody of said officer, who is authorized by law to deliver certified copies thereof whenever required.

Formerly a notary's records were turned over and delivered to his successor.

In the other parishes of the State notaries public are required to deposit the original of acts passed before them with the Clerk of Court and recorder of their parish.

Notaries public in Louisiana are public officers, commissioned as such by the Governor of the State and exempt from License tax whether to the State, City or Parish. In the year 1867, however, when the State of Louisiana was controlled by the Federal Government, in view of the difficulty met by ex-confederates in obtaining an appointment or renewal of commission from the Governor, an attempt was made to change the office of notary public and to make of it a profession, as that of attorney and counsellor at law. Influence was used and a law was obtained from the Legislature to that effect. The law was signed by the Governor, during the recess of the Legislature and after

the Acts of that year had been printed and bound in book form and it does not appear therefor in the volume of the Acts for the session of that year. It was inserted, however, in Ray's Revised Statutes published in the year 1870.

The existence of this law at that time explains why many notaries in New Orleans designated themselves in their notarial acts as "*qualified*" and not as "*commissioned and qualified*."

There was a time when notaries public, in some of the parishes of the State, were authorized by law to celebrate marriages. This no longer exists.

In 1857 a law was passed declaring the office of each and every notary public to be vacated and directing the Governor to appoint not less than forty nor more than sixty notaries public for the Parish of Orleans.

In 1868 the limit was eliminated from the law.

In 1880 the number was fixed at not less than 40.

Act 139 of 1888 authorized the Governor to appoint as many notaries public for the Parish of Orleans as he deemed necessary.

In 1890, the limit of number of notaries public for Orleans parish was fixed at 175.

In 1896 the number was reduced to 150, no new appointments to be made until the number of notaries then in office be reduced to 150.

In 1902 the number was again fixed at 175.

In 1916 it was raised to 185.

In 1920 it was increased to 225 which is the present limit.²

The number is not limited in the other parishes of this State.

Notaries public have power, within their several parishes, to make inventories, appraisements, partitions, to receive wills, make protests, matrimonial contracts, conveyances, and generally all contracts and instruments of writing; to hold family meetings and meetings of creditors; to receive acknowledgments of instruments under private signature and to administer oaths; to affix the seals upon the effects of deceased persons, and to raise the same; and all acts executed by them, in the presence of two witnesses aged at least fourteen years, or of three witnesses, if the party be blind, are declared by statute to be authentic acts.

²Since this paper was prepared this number has been increased to 350 by Act No. 477 of 1924 and Act No. 40 of 1926.—ED. LA. HIST. QTLY.

The general power to administer oaths was given by law in the year 1877. Prior thereto they had the right to administer oaths, *quoad* the duties of their office only, and oaths necessary to enable citizens to procure their protection certificates from the authorized customs officers of the United States.

A feature of our notarial system, which, so far as the writer is aware, does not exist in any of our sister states, is the one resulting from the following article of our Civil Code:

ART. 3384. Every notary before whom an act shall have been passed, by which notes to order shall have been given for the payment of a debt bearing a privilege or mortgage, shall attest each of the notes by putting his name on them, mentioning the date of the act from which the privilege or mortgage is derived, under the penalty of damages.*

This notation identifies the note with the act containing the privilege or mortgage securing its payment.

It is known as the paraphing of the note and is made in the following or other similar form:

NE VARIETUR.

This note is secured by mortgage (or "by vendor's privilege and mortgage" or as the case may be) by act passed this day before me notary.

New Orleans (or other place), and date.

Signature of Notary.

Seal of Notary usually attached, though not required by law.

The Latin words "Ne Varietur" may be translated "So that it be not changed;" the notation or paraph serving as an ear-mark, showing that the note is the same one which was issued at the execution of the act of privilege or mortgage securing its payment.

The note thus paraphed must be preserved and none should be substituted to it; and, when paid, the same note must be produced to obtain the cancellation of the privilege or mortgage, otherwise its loss or destruction must be proven before a competent court.

When the maker of such notes has paid any of them, he may obtain from the notary who paraphed them as above indicated a certificate by which the notary shall declare that the note (or notes) has been paid and the signatures thereon cancelled; and

*An exception to this rule governs the modern trust mortgage. See Act of 1914, No. 72, p. 189.—ED. LA. HIST. QTLY.

on the production of the said certificate, the recorder of mortgages cancels on his records the privilege or mortgage, entirely or partially according to the amount of the note or notes paid and produced to the notary.

This extraordinary power given to notaries public has, unfortunately, been shown to be a dangerous one when in the hands of an unfaithful notary.

Notaries public in the parish of Orleans are authorized by law to appoint one or more deputies to assist them in the making of protests and delivery of notices of protests of bills of exchange and promissory notes. Each deputy must take an oath faithfully to perform his duties as such. The notary is responsible for the acts of his deputy and the certificate of service of notice of protest must state by whom made or served.

Each notary for the Parish of Orleans furnishes bond in the sum of Ten Thousand Dollars. The bond must be approved by the Presiding Judge of the Civil District Court for the Parish of Orleans and is tested every year by a proceeding taken by the District Attorney before one of the Judges of said Court.

In the country parishes of this State, the notary's bond is of one thousand dollars.

No commission of Notary Public for the Parish of Orleans is issued to an applicant until he furnishes 1st—A certificate of at least three Judges of the Supreme Court of this State, showing that he has been examined by them and found competent to fulfill the office; 2nd his oath of office; 3rd his bond properly executed, approved and registered in the Conveyance Office; 4th his official signature; 5th the impress of his official seal.

Whenever a notary public desires to absent himself, he must obtain from the Governor a leave of absence, naming and designating another notary public to represent him in his absence.

The term of office of a notary public for the parish of Orleans is not limited by law. He remains in office so long as he renews his bond every five years.

The formalities attached to the execution of notarial acts and deeds in Louisiana are longer and more expensive than they are in most of the Common Law States. It is probable that in the course of time, to facilitate the speedy transfers of property, daily increasing by the rapid development of the country, the notarial system now in force in this State will be simplified and the expenses attached thereto reduced accordingly.

ORDINANCE OF 1717 GOVERNING NOTARIES IN LOUISIANA DURING FRENCH COLO- NIAL PERIOD

TRANSLATED BY THE LATE WM. K. DART FROM THE PRINTED COPY OF
THE DECLARATION OF THE KING.

Publications of the Louisiana Historical Society, IV, pp. 34 (1908). The original document, dated Aug. 2, 1717, is in the volume French MSS., Mississippi Valley, 1699-1717, in the library of the society.

The formal caption in the preamble, "Louis by the Grace of God," etc., and the formal conclusion and the signature have been omitted from this translation.

The preservation of the minutes of acts and contracts which are passed by and before notaries being of prime importance in order to assure the ownership of property and the repose of families, Article 423 of the Ordonnance of Orleans makes it obligatory upon all notaries to register their notes and minutes and to sign the registry. Said article also provides that after the death of a notary an inventory shall be made by the ordinary judge of the place, of the register and protocol of the deceased and that the same be delivered to the clerk to be closed and signed and in time delivered by the clerk to the parties applying therefor in consideration of a fee, of which one-half shall go to the Clerk and the other half to the heirs of the deceased. But having been informed that the said ordinance is not enforced in the colonies subject to our jurisdiction, where the notaries have not been controlled by us, it frequently happens that the acts of deceased notaries are not registered nor even bound together, and remaining in the possession of the heirs, sometimes unknown to the parties in interest, they know not to whom to address themselves to obtain copies, and when the said heirs seek these acts they are either in bad order or are mislaid or lost. Such an abuse creates great trouble in families, so we have deemed it worthy of our attention, and for these reasons, under the advice of our very dear and beloved, etc., etc., we have declared and ordered, and do hereby declare and ordain:

1.

From the day of the publication of these presents all notaries established in the colonies royal as well as seigneuriale, subject to our jurisdiction shall be obligated to bind together, in the order of years and dates, all acts passed before

them in the preceding years to the publication of these presents; to distinguish the acts by years and to place the acts of each year separately in a cover or volume in the order of execution, on the back of which shall appear the year.

2.

They shall also be bound to bind together in the order of dates the minutes of acts and contracts passed before them during the course of each year in the future and as soon as said acts shall have been passed, and to place said acts so bound in a cover or volume as hereinabove provided, likewise showing the year on the back.

3.

The Procureurs of the King of ordinary jurisdiction and the fiscal procureurs of the seigneurialles justices shall be bound to examine without cost to the office of each notary of his district within three months after the publication of these presents the acts of the years preceding this law to ascertain whether the notaries have carried out the provisions of the First Article of these presents.

4.

They shall also be bound to examine without cost to the notaries within the three first months of each year the acts of the preceding years and ascertain whether the notaries have carried out the second article of these presents and whether they are preserving their acts of anterior years in good condition.

5.

They shall draw up proces verbaux without cost describing the condition in which they find the acts of notaries in their district and shall send the said proces verbaux within three months of their date to the Procureur General of the Superior Council of their jurisdiction who shall report to the said Superior Council the facts and the Council shall order that the same remain with the Clerk of said Council as a part of his records.

6.

Notaries who have not satisfied the two first articles of these presents shall be condemned by the Superior Council to

an arbitrary fine, which shall not exceed six livres for the first offense, and greater penalty and even removal from their office in case of recurrence.

7.

Immediately after the publication of these presents the ordinary judges of the place, at the instance of the procureurs of the king of their jurisdiction, and the judges of the seigneuriales justices at the request of the fiscal procureurs of said justices shall be bound to repair without cost to the domicile of the heirs of deceased notaries in their district, or to those who shall resign their notarial commission before the publication of these presents, to obtain the acts of deceased or resigned notaries, of which they shall make an inventory without cost, deliver without cost a copy of said inventory to said heirs or to those notaries who have resigned, after which inventory they shall cause said acts to be bound in the order of years and dates by their Clerk as hereinabove provided, which shall thereafter be deposited in the Clerk's office.

8.

The said judges shall also be obligated to repair without delay and without costs, upon the same requests, to the domicile of notaries who shall die in their district or who shall resign their offices after the publication of these presents, shall make an inventory without costs of their acts, of which inventory they shall deliver gratis to the heirs a copy, as hereinbefore provided in the preceding article, and shall thereafter deposit said acts in the records of their Clerks.

9.

The said Procureurs of the King and fiscal procureurs shall send to the Procureur General within three months of their date, the proces verbaux of their visits to the domicile of the heirs of notaries deceased or resigned before the publication of these presents and of the notaries deceased or resigned since the publication, together with a copy of the inventory which they shall have made of the acts found with the said notaries, to be in turn reported to the Superior Council by the said Procureur General, and the said proces verbaux and inventories shall remain with the Clerk of said Council as part of his records.

10.

All our subjects in said colonies who may have possession of acts of notaries are enjoined to report the same to the judges of their domicile within fifteen days from the publication of these presents, to be forthwith inventoried, of which inventory there shall be delivered to them a copy gratis. Said acts shall thereupon be deposited with the Clerk, to be reported, permitting to the Procureurs of the King and Fiscal Procureurs to make all necessary copies, the whole without costs.

11.

The Clerks who shall be depositaries of said acts shall be bound to give for the period of five years, to run from the day of the inventory of said acts, to the heirs of the deceased and to the resigned notaries, one-half of the fees they shall receive for copies of said acts or contracts, which they shall be permitted to sign and deliver to the parties requesting the same, of which they shall be required to keep an account year by year of the amounts received, which account shall be sworn to before the judge and of which amount they shall remit one-half as hereinabove provided. After five years elapsed the said fees shall belong entirely to said Clerks. Those persons composing our Superior Councils in America and in the West Indies shall cause this law to be registered and executed, and they are commanded to preserve and guard it according to its text, notwithstanding all contrary edicts, regulations and ordinances which we have executed, for the present law is now our pleasure and will remain so until we ordain otherwise.

THUS DONE, etc., at Paris, August 2, 1717.



FOLLOWING THE SPANISH TRAIL ACROSS THE "NEUTRAL TERRITORY" IN LOUISIANA

By LEON SUGAR of Lake Charles, La.

The route across the American continent trod by the Citizenry of Spain wound and wended and twisted in irregular lines and turned at rambling angles, but from sun to sun unfaithfully it went. The route is now overgrown with weeds and briars, with farms and villages, with cities and with sovereign states, but, for all that, we can follow it by the foot prints still trailing on—here some sojourner tarried for a rest, then tarried longer, and then founded a home; there a stream, a hill, a valley, to which still cling the romantic names that befell them; and thus, link by link, we follow from ocean to ocean.

The imprint of Spanish occupancy is not deeply marked in the Calcasieu locality. In other parts of Louisiana and other localities, to the north, to the east, and to the west, reminders are numerous and prominent. "The Calcasieu country" wrote Judge Xavier Martin, in 1827, "is a barren waste." The Spaniards seemed to have no greater appreciation; they claimed sovereignty and they passed back and forth across it, possibly because it was convenient, but otherwise they paid it small attention.

The western boundary of the Province of Louisiana and of the State of Louisiana was for a long time involved in much obscurity. When France ceded Louisiana to Spain (1762) and when Spain restored Louisiana to France (1803) and when France sold Louisiana to the United States little was known or cared about the geography of the country they were peddling. The ignorance of the participating high dignitaries was glossed over with language, sonorous, but loose and far from, even approximate, precision. This ignorance, or carelessness was the cause of great trouble and led to many bloody battles.

A strip of country on the western edge of Louisiana, long in dispute between the United States and Spain, was known as the "neutral territory." As a matter of fact it was far from neutral. There were many contentions between settlers of different allegiance. This, however, more particularly applies to the country further north. The land records for this vicinity show very

few names that bespeak Spanish nativity. The records make mention of settlers who were here in early days but names like Thompson, Smith, Perkins, King, Ryan, etc., are not suggestive of Spanish ancestry.¹

After the treaty of 1819 between the United States and Spain, the United States recognized and respected the land grants made by Spain, but did so only after the claimant produced absolute proof. With few exceptions, the early cessions of Calcasieu lands made by the United States were to actual settlers.

The act of congress of March 3, 1823, provided "that all that tract of country situated between the Rio Hondo and Sabine river, within the State of Louisiana, and previously to the treaty of the 22nd of February, 1819, between the United States and Spain, called the neutral territory, be and the same is hereby attached to the district south of Red river; and the register and receiver of the land office in said district are required to receive and record all written evidences of claim to land in said tract of country, derived from, and issued by, the Spanish Government of Texas, prior to the 20th day of December, 1803, according to the regulations, as to the granting of lands, the laws and ordinances of said government, and to receive and record all evidences of claim, founded on occupation and habitation, and cultivation."

An attempt to ascertain, or define, the boundaries of the so-called neutral territory is found in the testimony taken before the register and receiver of the Natchitoches land office in 1824.²

Testimony of Samuel Davenport. "The neutral territory comprehends all the tract country lying east of the Sabine and west of the River Culeashue, Bayou Kisachey, the branch of Red river, called Old River, from the Kisachey up to the mouth of Bayou Don Manuel, southwest of Bayou Don Manuel, Lake Terre Noir and Aroyo Hondo, and south of Red river, to the northwestern boundary of the State of Louisiana."³

Testimony of Jose M. Mora. "I have no other knowledge of the neutral territory, as to its boundaries, but from the Rio Hondo to the Sabine river."

¹American State Papers, Vol. IV, p. 146.

²*Ibid.* 89.

³*Ibid.* 90.

Testimony of Gregorio Mora. "In the years 1794 and 1795 I collected the tithes of all the residents who lived or who had stocks west of the River Culeashue, of the Bayou Kisachey, of the Bayou Don Manuel and Rio Hondo, and south of Red river, which were at that time within the jurisdiction of Nacogdoches and on the line of the Providence of Louisiana."

Orthography and geography do not seem to have given any worry to our pioneers. When not opposed by superior force they went as they wished; and when they spelled a word they went according to the law of least resistance. When one of them trimmed his quill pen self-respecting letters that objected to orthographic mesalliance had to find safety in rapid flight.

A number of parties appeared and submitted written documents in support of their land claims. These documents are quaint and interesting, but only a glimpse at them can be given here. It appears that the land grants under Spanish authority needed to be followed up by placing the grantee in actual physical possession.

The following copy of a "process verbal of possession" is almost (except for change in names and description of land) word for word, like all. And, like all, it shows a lack of fixity in boundaries, but characteristically, verbosity is sought to make up for lack of precision.⁴

"On this 29th day of December, 1795, in compliance with the foregoing decree, I, Jose Cayetano de Zepeda, *sindico procurador del comun Pueblo de Nuestra Senora del Pibar de Nacogdoches*, went with the witnesses of my assistance, Don Jose de la Vega and Vincento del Rio, to the place called Bayou of the Adaise, where the petitioner claims, and has built his house, in order to give to the said D. Pedro Dolet, who is now living on the premises, possession according to the decree; wherefore, being at the designated place on the Bayou of the Adaise, and having inquired whether any of the neighbors would be injured by this grant, and having well ascertained that there was no impediment whatever, and that none of the boundaries of the adjacent proprietors intersected or touched those designated by Pedro Dolet in his foregoing petition, for which reason no injury can result to the nearest neighbors by giving Pedro Dolet

⁴*Ibid.* 111.

possession of the land he claims in his petition, with all the extent and the boundaries therein mentioned; I have visited those boundaries, and the land they surround, with the aforesaid witnesses of my assistance, and the said Pedro Dolet, and, taking the latter by the right hand, I went with him a certain number of paces from north to south, and afterwards from east to west; and then, having let his hand go, he went as he pleased on the said land of Bayou of the Adaise, pulled up grass, made holes in the ground, planted stakes, cut bushes, threw dust into the air and on the ground, and performed several other things and capers, as evidence of the possession which I had given him in the name of his Majesty, whom God preserve, of the said land, with the extent and boundaries which he has demanded, and in proof of the property which he now holds in it as sole master by virtue of this act of possession, and, also, as a symbol of the right of property which he forever holds on said land, of one league on each course of the compass, in the manner, place, and with the boundaries expressed in his foregoing petition, with all uses and privileges thereunto belonging; and, afterwards, I have designated the aforesaid tract of land by the name of San Pedro de las Adaise, so that it may forever go by that name; and, in order that said Pedro Dolet may be forever quieted in the peaceable enjoyment of his said land agreeably to law, and that the evidence of his right may appear, I have signed these presents, with the witnesses of my assistance, at San Pedro de las Adaise, the day, month, and year aforesaid.

“JOSE CAYETANO DE ZEPEDA

“Jose Luis de la Vega

“Vincente Del Rio.”

It is left for the reader to imagine what other possible capers were left not performed.

The treaty of 1819⁵ and the congressional act of 1823 locate the Aroyo Hondo as in Louisiana and east of Sabine River. Quite likely the reader in Imperial Calcasieu would have as much difficulty in finding the Rio Hondo as in finding the Culeashue. On some of the older maps our lovely Calcasieu river is many times noted as Bayou Quelqueshue and sometimes as Calcasheu—never

⁵Treaty with Spain, Feb. 22, 1819.

Quelquechose, as some think was the original name. This country was roamed over and at times occupied by Indians and not always by the same tribe, and there is authority, apparently well founded, for the statement that "Calcasieu" is derived from a certain Indian word meaning "Eagle."

As late as 1831 in an act concerning elections to be held in the Parish of St. Landry, it is recited "That hereafter the votes to be received in the additional precinct election, shall be taken at the house of Rees Perkins on the River Calcasion, in lieu of Stephen Henderson's."⁶ Some comparatively short time after the year 1800 there was a settler on Calcasieu river named John Henderson. His home was some eight or ten miles further up the river than the settlement of Rees Perkins.

The name of Rees Perkins, as a land claimant, appears more than one time in the reports. The house referred to in the act of 1831 was probably on the "Tract of land lying within the late neutral territory, situated on the right bank of the west branch of the Queleshue river, at a pine bluff about three miles from the mouth of said branch * * *"⁷ ⁸ There are lines on the old maps that, to the mind of the writer, indicate that there was a ferry across Calcasieu river at a point near what is even unto this day known as Perkins' ferry; and that the Old Spanish Trail, from east to west and from west to east passed over Calcasieu river. It is quite probable that the existence of a ferry across Calcasieu river and the existence of a road easily followed led to the change of voting precinct.

In 1824⁹ the state of Louisiana granted to Hypolite Guidry the exclusive privilege of establishing and keeping a ferry over the River Mermentau (this name was sometimes in those days spelled Mermenton) at the place where the said river intersects with the Nez Pique. This act was amended in 1826¹⁰ and this time the name was spelled Mementao. Ignorance of, or indifference towards the Calcasieu country is noticeable.

Calcasieu parish, formerly a part of St. Landry parish, was created in 1840.¹¹ Its eastern boundary is given as the River Mermentou. In the following year the privilege of keeping a

⁶Act (La.) No. 3 of 1831.

⁷U. S. Township plat—Survey approved Mar. 3, 1832.

⁸Rio Hondo Claim No. 263.

⁹Act (La.) of Feb. 28, 1824.

¹⁰Act (La.) of Feb. 3, 1826.

¹¹Act (La.) 172 of 1840.

ferry about two miles below the mouth of the Nez Pique was granted to James Andrew, Sr., and he was required "to keep and maintain in perfectly good order a ferry-boat or flat sufficient at all proper times to transport and ferry across the said River Mermentau all such wagons, horses, cattle, persons and property as may present themselves to be ferried across said river, and such ferry-boat or flat shall at all times be provided with a good railing on each side thereof, lengthwise at least four feet high." In a paper like this it is not quite proper to discuss the possible consequences of a wagon, either horse-drawn or cattle-drawn, presenting itself for transportation across the river.

A considerable number of people were established along the Mermentau river; very few west of there; and this may account for the seeming neglect of the state of affairs in what had been the "neutral territory." Certainly no great wealth existed about here, for in the year 1841, Act 96 (La.) of 1841, it was provided that there should be two assessors in the Parish of Calcasieu, each of whom was to receive the salary of \$160 a year—one-half to be paid by the State and one-half to be paid by the parish.

Large oaks from little acorns (sometimes) grow. The reader will find on the map of Louisiana, up near the city of Natchitoches, a small black line noted as "Rio Hondo." In the testimony taken at Natchitoches in 1824¹² there are a number of references to the Rio Hondo. One of the witnesses places it about six miles west of the town of Natchitoches; another witness testifies that the land of a certain claimant lies "Within the late neutral territory, situated about a quarter of a mile from the Aroya Hondo, on the road leading from the town of Natchitoches to Gaines' Ferry on the Sabine river, bounded on the west by the Aroya Hondo * * * *"

The most interesting testimony pertains to the land claim of "Edward Murphy." The testimony submitted by Edward Murphy, was in writing and as follows:

"Sen. Lieutenant Governor: Edward Murphy, of the post of Natchitoches, part of the province of Louisiana, presents himself before you, and says, that on the margin of a creek named Aroya Hondo, which separates the two provinces on the side of the province of Texas and on the margin between the royal road and another which passes by the

¹²Am. St. Papers, Vol. IV, p. 89.

Bayou St. John, there is a cove which I find so advantageous for collecting my cattle, I beg your honor would please to grant me possession of those lands, from which I shall reap great advantage having no place to collect my cattle; and, moreover, to grant me on this paper, there being none stamped: humbly ask of your honor that it may please you to give me possession of said land.

"Nacogdoches, October 17, 1791.

"MORFIT."

"Nocogdoches, October 17, 1791.

"In consequence of the petition, and that the land solicited is in the province of Texas, and vacant, I do grant it in due and best form, and that it may so appear, I sign this at Nacogdoches, October 18, 1791.

"ANTONIO GIL Y BARVO."

There are further numerous references to roads, to ferries, and to Spanish villages, in the country about Natchitoches, but no mention is found of Spanish villages in the Calcasieu territory, nor is there found any mention of highways and roads except the "Old Spanish Trace."

One, George Fogleman, "filed his notice claiming, by virtue of settlement and occupancy prior to February 22, 1819¹³ a tract of land, lying within the late neutral territory, situated on the west side of the Quelqueshue river on the Spanish Trace, about two miles above Charles' lake."

James Answorth, Ja., "filed his notice claiming by virtue of settlement and occupancy, a tract of land lying within the late neutral territory, situated on the west side of the Quelqueshue river, and on the west side of Show Pique Bayou, about 15 miles above the entrance of said bayou into the Quelqueshue river, at the crossing of said bayou which is about two miles south of the Spanish Trace."

Henry Moss "filed his notice claiming, by virtue of inhabitation, occupation and cultivation, a tract of land lying within the late neutral territory, and situated west of the Bayou Quelquesheu, on the waters of the Bayou d'Inde¹⁴ about two miles below and south of the Old Spanish Trace to the Sabine."

¹³American State Papers, Vol. IV, 133.

¹⁴A common error: Should be Bayou Dinde—Turkey Bayou, 112 La. Rep. 218.

James Barnett "filed his notice claiming, by virtue of occupation, inhabitation and cultivation, a tract of land situated on the River Sabine at the Old Spanish Crossing, having a cabin on each side of the road."

There is further testimony to the effect that George Orr and Abel Terrall settled on this tract of land in the year 1818, and that it was "under good fence."

Thus ends the Calcasieu section of the "Old Spanish Trace." If the reader would follow along further he must cross the Sabine and find his guide in the land that once was known as the Spanish Province of Texas.



EDITOR'S CHAIR

By HENRY P. DART

THE TENTH YEAR OF THE QUARTERLY The first number of the Quarterly was dated January 8, 1917, and the three succeeding numbers struggled into print in September, 1917, and January and April, 1918. While these four issues were valuable and interesting, the affair was in its nature tentative and irregular. The courage of the editor and the hopefulness of the Louisiana Historical Society were the sole assets behind the venture.

The second volume showed growth but the long delays between the numbers, still hung about the neck of the editor and we may say in passing, was a matter quite beyond his strength. This condition of affairs did not better and had reached a hopeless state when the present administration took office.

The necessity for a thorough reorganization was manifest and included an expansion of the field of operations and an effort to make the publication a representative organ of the whole State. It has taken time to do this but the corner was turned quite a while back and the Louisiana Historical Quarterly is now the recognized authority and leader in all that concerns the history of Louisiana.

With the spread of its influence to the great centers of learning in the United States and Europe, the Quarterly has fulfilled the dream of its founders. They pitched their ideals high, they aimed to be the organ of no clique, to represent no prejudices, to sustain no issues. The policy at the start was to re-examine without bias of prejudice the story of the past in Louisiana and to perpetuate the evidence upon which the truth of history is founded.

This policy has been sustained and it has fixed the destiny of the Quarterly. Nothing may hereafter be done or omitted to alter its happy station. It must continue to be the repository of the facts of our history, all other purposes must bend to this dominating one. How faithfully it has lived up to its ideals, the pages of the last five volumes bear witness, and the year 1927 will continue the good work and bring the Quarterly people. The schedule for the numbers are all in hand that we be-

lieve will make this Volume Ten the most memorable in the life of the Quarterly.

**IN
MEMORIAM
W. R. IRBY**

The death of W. R. Irby in November, 1926, afflicts the Quarterly with the sense of an irremediable loss. His generosity in 1922 opened one of the great treasure houses of Louisiana History. He furnished the opportunity to examine and study with care our local records of the French and Spanish domination, and no feature of the Quarterly has excited more interest than the recurring installments of our Calendar of these documents.

Not only has this series established a new chapter in the history of the State, but it has opened a wide vista upon the life and manners of our forefathers. The separate papers printed by us during the past five years, based upon discoveries in this inexhaustible mine have upset many legends and created new ideals of history.

The familiar historical picture of the drab and uninteresting 18th Century in Louisiana has disappeared under this examination and every day adds new material to prove that the old colony of Louisiana was during that period abreast of the best thought and an active element in the movements that illustrate that era of the history of our common country.

To W. R. Irby, we owe the renaissance of historical study of our social and racial history which is such a marked note of the last half of the first quarter of the 20th Century. This alone would compel us to lay this wreath of remembrance on his tomb, but great as was this service, the memory of W. R. Irby will be long hallowed for the generous and unobtrusive benefactions that will be enjoyed by generations yet unborn. Their future will be made something different by the life work of this lover of his people, whose magnificent prevision laid the foundations upon which that future will be built.



RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXIII.

Supplemental Index No. 10.

(Continued from October, 1926.)

(April, 1738, to December, 1738.)

(This is the last installment of this Supplemental Index. See beginning of same, Louisiana Historical Quarterly, page 676, October, 1924.)

By HELOISE H. CRUZAT

April 1, 1738. **Petition to de Salmon**, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council, by Marie Louise de Malbec, widow of Sr. Charles Petit de Livilliers, Marine Captain, who died this morning, for affixing of seals to goods of his succession, in the presence of Sr. de Noyan, Major of this place, owing to rank of her deceased husband, and of the Procureur Général for the protection of all concerned. Signed: Malbec de Livilliers.

(9705)

1 p.

Succession of
Sieur Charles
Petit de
Livilliers.

Order by Judge Salmon to affix seals and proceed to inventory, description and appraisement of goods of deceased Sr. Petit de Livilliers.

April 4.

(9706)

Inventory of the
Estate at the
affixing of
the seals.

9 pp.

Inventory of effects of succession of Sr. Charles Petit de Livilliers, taken by Sr. Louis Joseph Bizoton, "Commissioner of the Marine," in the presence of the Procureur Général, of Augustin Payen, Chevalier de Noyan; and of the Clerk of the Superior Council. Inventory covers furniture, crockery, silverware, glassware, kitchenware, etc. Signed: Malbec de Livilliers, de Gauvry, lenormand, fleuriau, noyan, Bizoton, Henry, Clerk of Council.

(9714)

April 4.

Protest of
creditors.

Protest filed in Registry by Jean Baptiste Faucon Dumanoir, Agent of the Company of Indies, against sale or division of returns of estate of Sr. Charles Petit de Livilliers until payment of 15,562 livres due to said Company. Signed: JB. Faucon Dumanoir.

(9700)

April 5.

Petition for
family meeting.

Petition to de Salmon, by Widow Petit de Livilliers to convene relatives and friends of her deceased husband to elect a tutor and under tutor to his minor heirs. Signed: malbec de Livilliers.

(9700) Order by Judge Salmon to convene said meeting before the Procureur Général of the King.

(9701) Report to Judge Salmon by Widow Petit de Livilliers of her election as tutrix of her minor children, issue of her marriage to deceased Charles Petit de Livilliers, and of Sr. de Noyan as under tutor, and after administration of customary oath said election was homologated. Signed: malbec de Livilliers, noyan, coustilhas, Le Chvr De St aignet, d'hautrive, membrede, laurent de Bonbrun, E de Benac, Salmon, fleuriau, Henry, Clerk of Council.

Proces-Verbal
of family
meeting.

3 pp.

(9673) Petition to de Salmon, Commissioner of the Marine, Ordonnateur and First Judge of the Superior Council, by Marie Louise Malbec, widow of Sr. Charles Petit de Livilliers, as tutrix of her children, for seals to be raised on goods of her husband's estate and that inventory, description and appraisement be made of the same. Signed: malbec de Livilliers.

April 7, 1738.
fo 9.
(2325)
1½ pp.
Petition to
raise seals and
inventory estate.

(9674) Order that said inventory be taken before Sr. Bizoton, on April 7.

(9675) Inventory of goods of succession of deceased Charles Petit de Livilliers, following petition of his widow as tutrix of the minor heirs: Charles Cezard, Madeleine Victoire, Antoinette Pélagie, Louis Mathurin and Pélagie Petit de Livilliers. Inventory taken by Sr. Louis Joseph Bizoton, Commissioner of the Marine at Mobile and Second Councillor in the Superior Council of the Province in the presence of the widow; Sr. de Noyan; the Procureur Général and the Clerk of the Council. It covers furniture, table linen, bedding, wearing apparel, silverware, crockery, kitchenware, negro slaves in the city, lots and buildings, titles and papers, passive and active debts, lands, plantation slaves, tools, cattle, sheep, grain.

Inventory
of same.

25 pp.

(gratis). Signed: malbec de Livilliers, fleuriau, lenormand, Bizoton, Henry, Clerk.

April 9. **Sr. Antoine Philippe Brusle** leases a slave to Jean Baptiste de St. Laurent, Ecuyer de Monbrun, to make the voyage to Illinois, to be employed as lessee judges proper, stipulating that

Lease of a
negro.

(9715)
(2326)
fo 9.
2 pp.

if said slave is drowned or killed by the savages the loss will be on Sr. de Bonbrun; the consideration for the lease is 1500 pounds of Illinois flour. If the slave be employed during fifteen months, Sr. de Monbrun obligates himself to pay 2000 pounds of flour. For security of which and of the said slave, Sr. de Monbrun hypothecates his movables and immovables, present and to come hereafter, obligating, renouncing, etc. Signed: st Laurent Monbrun, Bruslé, DE Troye, Roumier, Henry, Notary.

April 12, 1738. **Testimony in Registry** by Bernard, called La Complainte regarding an affray between a free negro and a slave.
(9717)
(2327)
3½ pp.
(9719)

Testimony concerning said quarrel by Francois Montenol, called De Lauriers, asserting that one of the men and a negress owned by de Chavannes were wounded. Signed: francois Montenolle dt Deloriée, Henry, Clerk.

April 16.
(9730)
(2330)
2½ pp.

Acknowledgment of debt to Company of the Indies.

Acknowledgment before Notary Royal and Keeper of Seals by Sr. Joseph Du Breuil of his indebtedness to the Company of the Indies for the sum of 10,682 livres, 6 sols, 10 deniers, for coin advanced by its Agent, Sr. Jean Baptiste Faucon Dumanoir, Sr. Du Breuil having assumed debts of Sr. Louis Joseph Bizoton: 500 livres; succession of Sr. de Boisbriant and Sr. Chepart for 5207 livres, 17 sols, 10 deniers, and 1500 livres for another obligation of Sr. Bizoton, etc., which sum he obligates himself to pay in amounts and at times stipulated. Signed: JB. Faucon Dumanoir, Du Breuil, L. feugere, Bimont, Bizoton, Henry, Notary.

Approved by Commissioner for affairs of the Company of the Indies. Signed: Salmon.

April 16, 1738. **Testimony** of Dessanie that Sr. Grandmaison embarked in the sloop St. John as second captain and that he was recognized as such by the crew and fulfilled the obligations and functions of his place in such a manner as to preclude reproach. Signed: Mn Dessanie.
Certification of above testimony by "feugere."

(9729)
(2329)
1 p.
Report approving conduct of captain of sloop St. John.

April 20. **Letter to Sr. Raoult**, merchant of La Rochelle, from (blank) empowering him to receive from Sr. Rasteau as per procuration remitted by Sr. Bizoton, the sum of 6416 livres, 16 sols, 3 deniers, in all, 6696 livres, 16 sols, 6 deniers, for merchandise sold to him by St. Jacques Raynault, consigned to deceased Bernard Las-serre. (No signature.)

(7787)
2 pp. N. P.
a copy.
Letter authorizing collection of debt.

April 25. **Marriage Contract** of Sr. Francois Goudeau, surgeon major at the Post of Natchitoches, son of Sr. Charles Goudeau and Marianne Remy, a native of La Rochelle, Parish of St. Bathelmy, Bishopric of La Rochelle, on one side, and Demoiselle Catherine La Brat, widow of Sr. Jean Boisselier, pilot at La Balize. Signed: f. Goudeau, f. Gallor, Trenaunay Chanfret, Duvec, Ozenne, Roumier, Henry, Notary. Document badly stained.

(9747)
fo 9.
(2335)
5 pp.

Marriage contract.

April 29. **Mutual Donation** before Sieur Haussy, Captain of Militia of Pointe Coupée, between Sr. Thomas Remont and his wife, Therese Tenon, each leaving all that he possesses to the survivor. Signed: + Usual mark of Thomas Raimond; D haussy, + Ordinary mark of Therese Thenon, his wife; maieux, philippe haineaux, CALAIS, Porvier, witness.

(9755)
(2337)
2 pp.

Mutual will of husband and wife.

(9756)
July 5, 1738.
Consent of Procureur General thereto.

Consent of Procureur Général that above donation be read at next session of Council and filed in Registry for execution in its form and tenor. Signed: fleuriau.

July 5, 1738.
Registry of same in records of Superior Council.

Certificate by Henry, Clerk of the Council, that above donation was read before the Superior Council and registered in Register No. 41.

- April 30, 1738. **Marriage Contract** between Joseph Mathurin (9757) Pellerin, Ensign in Marine troops of this Colony, son of Sieur Mathurin Pellerin, Commissioner of the Marine and Demoiselle Louise (2338) Malbec, of full majority, a native of Marly, Archbishopric of Paris, Isle of France, and Demoiselle Elizabeth De Gauvrit, minor daughter of Sr. Joachim de Gauvrit, Knight of the Military Order of St. Louis, Marine Captain in Louisiana, at present Commandant at the Post of Natchez, and of deceased Dame Marie fo 9. Lesterie. Signed: Joseph Mathurin Pellerin, marielisabet de Gauvrit, Dalcour, de gauvry, fleuriau, le Chr D'orgon, De Benac, f. Gallot, 6 pp. Roumier, Henry, Notary.
- Marriage contract.**
- Nov. 28, 1738. Ratification of above contract signed by de (9762) Gauvrit. Henry, Notary.
- May 2. **Remission of Debt** due by Sr. de Serigny to J-b. fo 9. (9764) Le Moyne de Bienville, Governor of Louisiana, (2339) by his brother, Sr. de Serigny, Captain of the ships of the King's Marine at Rochefort, in favor of his eldest son, as soon as he shall have 3 pp. attained his majority and in the event of his death before that time, substitution to be made for his brother and so on, after Sr. de Bienville's decease, whose heirs shall not be able to molest them concerning this debt, as has been agreed, promising, obligating, renouncing, etc. Signed: Bienville, f. Gallot, Roumier, Henry, Notary.
- Remission of debt by Bienville in favor of son of debtor.**
- May 3. **Marriage Contract** between Messire Guillaume (9767) de Cloches, Chevalier de St. Agnet, son of deceased Messire Pierre de Cloches Seigneur Baron de St. Agnet (signature is Aignet), and of Dame Anne de Cap Planne, a native of St. Agnet, Archbishopric of Dauhe, Province of Tunar in Bearn; and Dame Francoise Laurence Le Blanc, widow of Joseph Chauvin Delery, residing at Chapitoulas, with her two daughters, Marguerite and Laurence Chauvin fo 10. Delery. Signed: Le Chvr De St aignet, Loran- (2340) ce Leblanc, Bienville, LouBoey, fr noyan, 7 pp. Salmon, noyan, le blanc de la loere, JB. Faucon Dumanoir, helen fazende, lafreniere, coustilhas, Veve lefebvre, Le Cher D'orgon, fazende, fleuriau, f. Gallot, Delery, joisset La-
- Marriage contract.**

loir, Simars de Bellile ayde major, chalinette Dumanoir, De Benac, Salmon, membrede, Broustin, Malbec De Livilliers, Roumier, De faucon veuve Delery, Henry, Notary.

(9773)

Legitimation of child born previous to the marriage of parents.

Declaration by Sr. Guillaume De Cloches and Dame Laurence Le Blanc, that they have had a daughter born on the sixth or seventh of April, 1737, baptized on the same day by Rev. Fr. Philippe, whom they recognize as their child, with a right to inherit as their legitimate child as well as the children who may be born of this marriage, of which declaration act was passed and certified. Signed: Chr De St aignet, Henry, Notary. (No date—begins "In the moment," therefore same date as marriage contract, May 3, 1738.)

May 3, 1738.

(9774)

fo 10.

(2341)

2½ pp.

Mutual wills of husband and wife.

Mutual Donation entre vifs, between Jean Francois Cannele, carpenter, residing in New Orleans, and Marie Prieur, his wife, having been married at Dunkirk, 33 years ago, and having acquired some property since they are in this Colony, for the friendship they bear each other, have mutually made donation one to the other of all that they may possess at the time of their death, the survivor being dispensed from furnishing bond, which donation shall be filed in Registry. Signed: marie prieur, Roumier, f. Gallot, Henry, Notary.

(9775)

Approval of Procureur General.

Demand of Procureur Général for registration of above donation after having been read before the Council, for execution in its form and tenor, there being no issue to said marriage.

(9776)

Registry of same.

Filing in Registry of donation entre vifs between Jean Francois Cannelle and Marie Prieur in Register No. 41. Signed: Henry, Clerk of Council.

May 5.

(9777)

fo 10.

(2342)

4½ pp.

Marriage contract.

Marriage Contract between Andre Simon, son of Jean Simon and Marguerite Marssine, a native of Danpirk, Electorate of Mins in Germany, and Marie Magdelaine Chemit, and Marianne Vallo, minor daughter of Gabriel Vallot and Jeanne Merry, a native of the Isle of Bath in Brittany, an orphan at Convent of the Ursuline Ladies, established in New Orleans. Signed: Quilad Cinam, Marie anne Vallo,

Wiltz, Cor Cor Collno, f. Gallot, Roumier, Henry, Notary.

- May 8, 1738. **Marriage Contract** between Jullien Gautier, son of deceased Michel Gautier and of Michelle Ruhard, a native of Lapenty, in the province of Normandy; and Angelique Reve, daughter of deceased Jean Reve and Elizabeth Lemoyne, a native of Paris, former widow of Theodore Robin, called Lanoix. Signed: angelicue raive, bronet, Bourbon, lenormand, guidon, Roumier, f. Gallot, Henry, Notary.
- (9782)
fo 10.
(2343)
5½ pp.
- Marriage contract.**
- July 5, 1738. **Marriage Contract** of Jullien Gautier and Angelique Reve, read before Council, homologation of same and order to file in Registry which was done in Register No. 41. Signed: Henry, Clerk.
- (9786)
- Registry thereof.**
- May 10. **Receipt** for payment of negroes advanced to Sr. Viquener by J-B. Faucon Dumanoir, Agent of the Company of the Indies. Signed: JB. Faucon Dumanoir, f. Gallot, Roumier. Document stained and very pale.
- (9788)
(2344) 1 p.
- Receipt for price of negro slave.**
- May 11, 1737. **Acknowledgment** by Sr. Nicolas Viquener and his wife, Marie Barbe, authorized by him, of their indebtedness to the Company of the Indies for the sum of 1000 livres as balance due on slaves advanced by said Company, which they obligate themselves solidarily to pay without division nor discussion, in three years, in three equal payments, for security of which they hypothecate their movables and immovables, present and to come hereafter, with consent of Sr. de Salmon, Commissioner for the affairs of the Company. Signed: JB. Faucon Dumanoir, Hugault, Salmon, Henry, Notary.
- (9789)
2 pp.
- Acknowledgment of debt due Company of Indies.**
- May 13. **Act of Partnership** for commerce in Illinois, between Jean Baptiste Lecompte and Louis Robillard, passed before Notary Royal of Pointe Coupée. Signed: Robbillioird, le Conte, St Amand, witness; Roblot, witness; Potin, Notary.
- (27325)
fo 30.
(4178) 1 p.
- Act of Partnership.**

May 26, 1738. **Declaration in Registry** by Jacques Livet, residing at four leagues from New Orleans, that one of his negroes, named Samson, aged about 26 years, had run away since about two months, having been influenced by another runaway negro of his, wherefore he requests the aid of the Procureur Général to apprehend and punish said negroes. Signed: Livet, Henry, Notary.

Declaration of runaway negro enticed by another.

May 27. **Inventory**, description and appraisement of goods of succession of Françoise Quipart, Widow Furet, leaving effects in charge of Claude Reynaud, called Avignon, who promises to produce them when so required. Signed: duiakroy, Avegnon, lenormand, fleuriau, Salmon.

Inventory of succession of Mrs. Furet.

Declaration that wife of Gaspard Bellomé owes deceased Widow Furet 3 livres. Signed: fleuriau, Salmon, Henry, Clerk of Council.

May 27, 1738. (9805)

Succession of Françoise Gault. Family meeting to select tutor and under tutor. Appointment of same.

Report to de Salmon by Claude Renaud, called Avignon, of death of Françoise Gault, wife of (blank), who is in France, leaving two minor children, one called Estienne Lemaire, aged 12 years, and a daughter by her last marriage aged 2½ years, and request to convene family meeting to elect tutor and under tutor to minors. Sr. Claude Reynaud elected as tutor and Sr. Pierre Voisin as under tutor, and both having accepted and taken customary oath, homologation of said election. Signed: D.R. lapierre, avignon, duroktoy, fleuriau, Car Car Colmo, Salmon, Henry, Notary.

June 2. (9929) (2381) 2½ pp.

Procuration.

Procuration by Michel Vien, a carpenter, to Françoise Le Vert, his wife, before Jerome Roussellet, notary royal at Fort Chartres, to transact his business during his absence.

Certification that Sr. Jerome is notary royal at Fort Chartres and that above procuration is valid. Signed: Delaloere Flaucourt.

June 3. (9010) fo 10. (2350) 1 p.

Articles of partnership.

Act of Partnership for the manufacture of pitch and tar, between Sr. Jacques Larche and St. Antoine Aufrere, Sr. Larche entering one-third and Sr. Aufrere two-thirds of capital, losses and profits to be divided on this basis. Lower part of document torn away, signature of Aufrere alone visible.

- June 5, 1738. **Petition to Salmon**, Commissioner of the Marine, (9837) Ordonnateur and First Judge in the Superior Council, by the Procureur Général, who has been informed of death of Widow de Coulange which happened last night, praying that seals be affixed on effects of her succession as she leaves two minor children, many creditors and is heavily indebted to the Company of the Indies. Signed: fleuriau.
1 p.
Succession of Dame Françoise Gallard, widow of Sr. René Petit de Coulange.
- June 5. (9839) Affixing of seals to all that was in evidence in residence of deceased Dame René Petit de Coulange by Sr. Raguet, in the presence of Sr. François Gallard, the Procureur Général, and the Clerk of the Council. Signed: gallard, fleuriau, Raguet, Henry, Clerk.
2 pp.
- June 6. (9841) Protest filed in Registry by Sr. Jean Baptiste Faucon Dumanoir as Agent of the Company of the Indies against sale or division of effects of Widow de Coulange until payment of 14,543 livres, 6 sols, 8 deniers, due to said Company on this estate. Signed: JB. Faucon Dumanoir.
- (9849) Petition to de Salmon, Commissioner of the Marine, Ordonnateur and First Judge in this Province by Dame Louise Etienne Malbec, widow of Sr. Charles Petit de Livilliers, praying to be appointed tutrix of Coulange minors as she and Sr. de Grandpré are the only relatives on paternal side, those on the maternal side being Sr. and Dame Gallard de Chamilly, who are both aged and in the natural course of events, not able to be with these children until their majority, and therefore incapable to invest and increase their property. She offers to take the children and keep them with her without charging them any board, during their stay, and making them pay only day board for their education, intending to place the girl in the Convent by which means the hire of the negroes could serve to pay the Company of the Indies. Her opinion is that Sr. Grandpré be elected tutor or that she be named tutrix and Sr. de Grandpré under tutor. She requests that this petition be certified that the relatives of these children may know that she has done all in her power for their good and to be of service to them. Dated June 6, 1738. Signed: malbec de Livilliers.
1½ pp.

- (9847)
1 p. N. P. Notice of citation at the Intendency, before Sr. Salmon, on Mssrs. Francois Gallard de Chamilly and de Grandpré, Sr. le Chevalier de Noyan, Sr. Raguet, Madame Petit de Livilliers, Sr. de Bellile, to proceed to elect a tutor and subrogé tutor to above mentioned minors. Signed: lenormand.
- June 7, 1738.
(9842) Report to Edme Gatien de Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council, by the Procureur Général that following his order he has convened relatives and friends of deceased Sr. and Dame de Coulange to elect a tutor and under tutor to their minor heirs. Election of Sr. Gallard as tutor and Sr. Bouché de Grandpré as under tutor and after acceptance and administration of customary oath, homologation of said election. Signed: gallard, Grandpré, noyan, LouBoey, Simars de Bellile, favrot, fleuriau, lafreniere, Salmon, Henry, Notary.
- June 9.
(9845)
1 p. N. P. Following order of Intendent Salmon on petition of Sr. Francois Gallard, tutor of minor heirs of deceased Sr. and Dame Coulange, Sheriff Lenormand has served notice of citation on Sr. de Grandpré, Marine officer; to Sr. Fleuriau, Procureur Général; and to Sr. JB. Faucon Dumanoir, Agent of the Company of the Indies, to appear on June 10, at 8 A. M., before Sr. Raguet, to be present at raising of seals and inventory of effects of succession of Dame de Coulange. Signed: lenormand.
- (9823)
fo 10.
(2354)
1 p. Petition to de Salmon by Sr. Francois Gallard de Chamilly as tutor and grandfather of Francoise and Louis René de Coulange, minor heirs of deceased Dame Francoise Gallard and of Sr. René Petit de Coulange, praying that seals be raised from effects of said succession and that inventory, description and appraisal be made of same. (No signature.)
- (9823) Order for raising of seals and appointment of Councillor Raguet as Commissioner on this case. Signed: Salmon.
- (9823) Summons to Procureur Général and interested parties to be present at raising of seals and inventory of goods of succession of deceased Dame de Coulange. Signed: Raguet.

- June 10, 1738.
(9824)
11½ pp. Report by Sr. Francois Gallard de Chamilly as tutor of minor heirs of deceased Dame Petit de Coulange, that in execution of order of the Ordonnateur, he has convened to be present at the raising of the seals and inventory to follow, Mssrs. Louis Bouché de Grandpré, under tutor of the minors, Jean Baptiste Faucon Dumanoir and the Procureur Général, and after having sworn that nothing had been abstracted nor secreted from these effects, Sr. Raguet proceeded to inventory of said succession. Signed: Raguet, gallard, lenormand, Grandpre, JB. Faucon Dumanoir.
- (9825)
11½ pp. Inventory, description and appraisement of goods of succession of Dame Françoise Petit de Coulange by Sr. Raguet, in the presence of the above mentioned gentlemen. Inventory includes furniture, wearing apparel, silverware, crockery, kitchenware, Colonial money, negroes, titles and papers, active and passive debts. Signed: gallard, Grandpré, JB. Faucon Dumanoir, fleuriau, lenormand, Raguet, Henry, Clerk.
- Slip. (No date.) Memorandum of costs for fore-going proceedings in this succession.
- June 14.
(9820)
fo 10.
(2352)
1 p. **Exchange** between De Bat, called Ricard, and Jeam Gonzalle; De Bat giving a negress called Lizette for a negro called Crespin furnished by Gonzalle. This exchange made with consent of Sr. JB. Faucon Dumanoir, Agent of the Company of the Indies. Signed: JB. Faucon Dumanoir, Ricard, Gonzalle, f. Gallot, Roumier, Henry, Notary.
- Exchange of slaves. Approved by Commissioner for the affairs of the Company of the Indies. Signed: Salmon.
- (9851)
(2355)
2½ pp.
June 17. On petition of Sr. Francois Gallard, acting as tutor to minor heirs of Sr. and Dame Coulange, a family meeting is convened to give their opinion as to the advisability of holding Sr. Larchevesque to the sale of a house he bought in Illinois, last February, from Madame de Coulange or to consider annulment of said sale, which defendant pretends to have lacked certain formalities. All were unanimously in favor of sale, on account of the distance and loss the minors might incur. Meeting was held before Sr. de Salmon who homologated family finding. Signed: LouBoey, Simars de Bellile,
- Petition for family meeting to ratify sales of minors' property or in the alternative to sue to annul the same.

Grandpré, f. Gallot, gallard, noyan, favrot,
Salmon, Henry, Clerk.

See July 16, 1738 (9907-2372).

July 5, 1738. **Declaration in Registry** by Marie, wife of Nicolas Dartel, called Francoeur, that ten days ago the wife of Boissiere gave her an anchor* of oil to sell, which on investigation was found to be water, whereon she called witnesses who assured themselves as the first purchaser that it was water and not oil. Madam Boissiere denied that she had given Madam Dartel water instead of oil and Madam Dartel had it brought to Registry. The Boissiere woman was sentenced to take back the said liquid and to pay damages and interest thereon. Both women declared that they could not write nor sign and document is signed: Henry, Clerk of Council.

Suit to annul sale of oil, which turned out to be water.

July 6. (9781) (2301) fo 10. 1½ pp. Report of reshipment of cargo of flour en route from Illinois.

Report in Registry of Superior Council by Joseph Cardy, Master of the King's Boats, that coming from Illinois he carried a certain quantity of Illinois flour in sacks of deer skin which he was obliged to turn over to other boats as he was overloaded and feared to perish. Enumeration of transfers. Signed: Cardy. Certified by Henry, Clerk of Council.

July 10. (3468) 1 p. N. P. Petition to be authorized to sell real property in New Orleans.

Petition to Salmon by André Crespe for permission to sell lot, house and dependences, adjoining Sr. Favrot on one side and Sr. Chastang on the other, after observance of required formalities. + Mark of Andre Crespe, lenormand.

Permission for sale after three postings, July 10, 1738. Signed: Salmon.

Aug. 4, 1738.

Certificate by Sheriff Lenormand that above sale has been cried and posted as ordered by law.

July 12. (9880) (2305) fo 10. 1¾ pp.

By Louis Lavergne, son of deceased Louis Lavergne and of Marianne Simon, a native of Quebec, Canada, and Elizabeth Thomelin, authorized by him, to Sr. Guillaume Liberge, to represent him and act in his name in all that may come to him by inheritance from Louis Lavergne, etc. Lavergne and his wife declare

Procuration.

*"An anchor" (a measure which contains sixty-four pints of liquid.)

- they cannot write nor sign and document is signed by f. Gallot and Roumier. Document stained and so pale as to be partly illegible.
- July 12, 1738. Sale and abandonment by Louis Lavergne and his wife, Elizabeth Thomelin, authorized to same by her husband, of all property owned by said Louis Lavergne in Canada to Guillaume Liberge and Sr. Dumas, called Lempileur, in exchange for value received from said Liberge and Dumas. Document so pale as to be hardly legible. Lavergne and his wife declared that they could not write nor sign, wherefore inquiry as prescribed. Signed: (illegible), f. Gallot, Roumier, Henry, Notary.
- (9882)
2 pp.
- July 12. **Jean Baptiste Beauvais**, voyageur of Illinois, acknowledges his indebtedness to Sr. Pery, merchant of New Orleans, for the sum of 500 livres, 19 sols, 6 deniers, which he promises to pay in current colonial specie in April, 1739, on return of the convoys from Illinois, hypothecating his movables and immovables for security of said payment. Beauvais declared that he could not write nor sign. Signed: f. Gallot, Roumier, Henry, Notary.
- (9884)
fo 10.
(2367)
2½ pp.
- Acknowledgment
of debt to
Sr. Pery.
- (9885)
May 15, 1739. Receipt by Sr. Pery for 500 livres, 19 sols, 6 deniers, to Sr. Beauvais, before notary.
- July 14. **Petition to de Salmon**, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council, by Jean Baptiste Vifvareme, son of deceased Pierre Vifvareme and the late Gabrielle Savary, for letters patent, declaring him of age to manage his affairs and putting him in possession of his share in his father's estate, which until this day has been administered by his tutor, Henry Saussier. Signed: jan baptiste Vifvareme.
- (9891)
1 p.
- Petition of
minor to be
emancipated.
- (9892)
Order for family
meeting thereon.
- (9893)
3 pp.
- Family
meeting
advises
emancipation.
- July 14, 1738. Order by Judge Salmon to convene family meeting to give their opinion on above petition.
- Meeting of relatives of Jean Baptiste Vifvareme, who are of opinion that he should direct and peaceably enjoy his share in his father's estate, whereon emancipation is granted under authority of his brother, Henry Saussier as curator on condition that said Vifvarme will not sell or alienate his property un-

til he has attained full majority, which advice of relatives and friends was homologated for execution. Signed: Tixerant, j. b. Saucier, Brantan, guillon, fr rivard, Gassiere, Raguét, Salmon, Henry, Clerk of Council.

(9889)
Judgment of emancipation by Judge Salmon.

Act of Emancipation of Jean Baptiste Vifvareme, who is 19 years old and able to direct his own affairs. July 14, 1738. Signed: Salmon. Sealed the same day with Royal Seal.

July 15.
(9903)
1 p.
Petition to be authorized to sell negroes owned by petitioner.

Petition to de Salmon, Commissioner of the Marine, Ordonnateur and First Judge, by Sr. de Chavannes for permission to sell negroes, no opposition being possible since he has paid the Company and has no private debts. July 12, 1738.

Permit for sale after postings prescribed. July 15, 1738. Signed: Salmon.

(9905)
Protest of creditor against said sale.

August 20, 1738. Protest in Registry by Sr. Pery against sale of negroes of Sr. de Chavannes, who owes said Pery 153 livres, 5 sols, for merchandise. Signed: G. Pery.

(9906)
Another protest of like nature.

Protest by Sr. D'Auseville against said sale, presenting bill against said de Chavannes, dated July 10, 1728, for deposit in false notes for treasury of Sr. Duval for which he received funds from the Company, as per note of Sieur Chavannes to Sr. D'Auseville..... 38 L.

1737, July 12, fine sugar at 18 s.....	9
Aug. 9, " 20 s.....	12
Aug. 29 " 20 s.....	10
1738, March 18, On his note payable at 3 mos.	500

569 L.

On these bills D'Auseville bases his opposition to said sale.

July 16, 1738.
(9907)
fo 10.
(2372)
4 pp.
Agreement to extend time on purchase price of real property.

Sr. Francois Gallard de Chamilly, acting as tutor to minor heirs of Dame Petit de Coulange, his deceased daughter, accepts Sr. de Grandpré's promise to pay for house purchased from said succession, next spring, Sr. de Grandpré furnishing mortgage security on his movables and immovables for said payment, wherefore he is allowed to sell lot owned by him. Signed: gallard, Grandpré, Roumier, lenormand, Henry, Notary.

(9909)

Receipt for
said price.

July 6, 1739. Receipt to Sr. Francois Larche Grandpré for payment of 2400 livres for price of house acquired from succession of deceased Widow de Coulange, passed before Barrois, notary of Illinois, Sr. Gallard recognizing that Grandpré now remains in full possession of said house and is validly discharged from all further indebtedness on it. Signed: Gallard, Roumier, Jahan, Henry, Notary. Document stained and so pale as to be in some parts illegible.

July 17, 1738. (9912)
(2314)
2 pp.

Acknowledgment
of debt.

Acknowledgment of Indebtedness by Marie Tourney, widow of Sr. St. André, that she owes to Francois Dizet, ship carpenter, the sum of 200 livres which she promises to pay in a year, hypothecating her movables and immovables for security of said payment. She declared that she could not write nor sign. Certified by Henry, Notary.

(9914)

And in case
of death it shall
be preferred over
all other debts.

Acknowledgment of Indebtedness of 200 livres to Sr. Dizet, by Dame Marie Tourney and request that in case of her death said Dizet be a preferred creditor, for which purpose she hypothecates all movables and immovables she now owns. She declared that she did not know how to write nor sign. Signed: Roumier, Henry, Notary.

July 29.
(9982)
(2389)
fo 10.
2 pp.

(9984)
1 p.
Invoice of
merchandise
per ship La
Reine des
Angees and
acknowledgment
of Grandpre
of indebtedness
therefor.

Invoice of Merchandise due by Sr. Larche Grandpré on cargo of the ship "La Reine des Anges" of La Rochelle, amounting to 173 livres, 5 sols, 18 deniers. Document torn and lower end so pale as to be illegible.

Acknowledgment by Larche Grandpré that above bill is correct and promise that he will pay it in June, 1739, and for security of said payment he hypothecates his movables and immovables and the cargo he will bring down from Illinois. Signed: f. Gallot, Roumier, Henry, Notary. In pale ink.

Note by H.H.C.—In Vol. 6, No. 1, January, 1723, there are forty-one supplemental records indexed between July 11 and 31, 1738, which were located and inserted before the Quarterly went to the printer.

Aug. 1, 1738. **Marriage Contract** between Andre Simon, son of (9992) Jean Simon and Marguerite Manrne, a native fo 10. of Panperk, Electorate of Mens, widower of (2392) Magdelaine Chenet; and Marie Jeanne Drapeau, minor daughter of deceased Zacarie 5½ pp. Drapeau and Marie Prou, now married to

Marriage contract.

Guillaume, called Sans façon, stipulating for the minor, a native of the lower end of the river, Parish of New Orleans, Bishopric of Quebec. Signed: Andre Simon (signature in German), marie Jeanne Drapeau, f. Gallot, Mari Proe, Roumier, loius Wiltz, bollnó, Henry, Notary.

Aug. 4. (9997) **Acknowledgment** by Adrien Debat, called Ricard, and Madeleine Richard, his wife, widow of Pierre Dupuy, of their indebtedness to the Company of the Indies for the sum of 5184 livres, for transient negroes and clothes for them furnished to deceased Depuy, as per statement up to date and signed by Ricard, which sum, with acceptance by Sr. Dumanoir, Agent of said Company, they obligate themselves to pay solidarily one for the other, without division nor discussion, in three and a half years in three stipulated payments for security of which they obligate, affect and hypothecate solidarily all their movables and immovables, particularly the negroes in their possession as agreed on, with consent of the Commissioner of the King for the affairs of the Company of the Indies. Signed: RICARD, Ricard, Bimont, JB. Faucon Dumanoir, Jahan, Salmon, Henry, Notary.

Acknowledgment of debt to Company of the Indies.

Aug. 4. (10003) **Procuration** by Claude Rouinsse, soldier in Marine troops, to (blank), to represent him and act for him in will, donation, codicils, inventory, etc., of Claude Rouinsse, his father, merchant and mercer in Picardy, and to receive his share of division made between coheirs if said division has already been made owing to distance and his long absence. He empowers him to collect, receipt, prosecute, discharge, etc., promising to ratify all that he may do in his behalf. Signed: Claude roinsse, f. Gallot, Roumier, Henry, Notary.

Aug. 4. (10003) **Procuration.** fo 10. (2395) 2½ pp.

Procuration.

Aug. 4. (10003) **Procuration** by Claude Rouinsse, soldier in Marine troops, to (blank), to represent him and act for him in will, donation, codicils, inventory, etc., of Claude Rouinsse, his father, merchant and mercer in Picardy, and to receive his share of division made between coheirs if said division has already been made owing to distance and his long absence. He empowers him to collect, receipt, prosecute, discharge, etc., promising to ratify all that he may do in his behalf. Signed: Claude roinsse, f. Gallot, Roumier, Henry, Notary.

Aug. 4, 1738. **Acknowledgment** by Sr. Joseph Favrot and Louise Bruslé, his wife, of their indebtedness to the Company of the Indies for the sum of 599 livres, 14 sols, 5 deniers, which they obligate themselves solidarily to pay to Sr. Dumanoir, its Agent, or to any other person authorized by him, in three equal payments, in (text entirely effaced), furnishing mortgage security on their movables and immovables. Signed: favrot, bruslé favrot, Jahan, Roumier, JB. Faucon Dumanoir, Henry, Notary.

Acknowledgment of indebtedness to Company of the Indies.

Approved by Commissioner for the affairs of the Company of the Indies. Signed: Salmon. Document curled, stained, torn and partly effaced.

(10005)
fo 10.
(2397)
1½ pp.

Acknowledgment of debt to a merchant in New Orleans.

Acknowledgment by Sr. Claude Rouinsse, Marine Soldier, that he owes Sr. Mayeux de Lormaison, merchant of New Orleans, the sum of 600 livres for merchandise received, which he promises to pay on the inheritance coming to him from his father, hypothecating all his movables and immovables in this Colony for security of said debt. Signed: Claude rouinsse, f. Gallot, Roumier, Henry, Notary. See August 4, 1738 (10,003).

Aug. 7.
(10011)
fo 10.
(2399)
2½ pp.

Procuration.

Procuration by Sr. Pierre Ricard, son of deceased Jean Joseph Ricard and Marie Baigue, a native of Dallemand of Trans-Bishopric of Dagent, to (blank), to demand to see the will of his father, said Jean Joseph Ricard, and the inventory taken of his succession in order to come into possession of what he has inherited from both his parents, following an excerpt sent to said constituent, which may reach the sum of 4000 livres, which sum his attorney will receive from his brother, Sr. Antoine, dit Ricard, in specie. He empowers his attorney to cause immovables to be sold to best advantage so that he may receive the funds in this Colony, etc. Signed: Ricard, f. Gallot, Roumier, Henry, Notary.

Aug. 12.
(10023)
(2401)
2 pp.

Acknowledgment by Jean Paré, journeyman of Illinois, of his indebtedness to the amount of 5000 livres to Sieur Pierre Boucher de Monbrun, which sum will acquit all accounts they have had together up to date, which Sr. Jean

Acknowledgment of indebtedness arising out of a joint adventure. Paré obligates himself to pay to Sr. de Monbrun, by delivering to him all pelts that he may have at the Illinois price for same and the remainder of his debt in June, 1739, on return of the convoy from Illinois. (Original signed by J. Paré, f. Gallot and Roumier.) This copy bears signature of Henry, Notary.

Aug. 12, 1738. Sale of a Negro, Piece d'Inde, by Catherine Mouton, to Louis Cheval for the sum of 1500 livres, with consent of the Commissioner of the affairs of the Company of the Indies. Cheval paid 514 livres cash to Sr. Dumanoir, the Company's agent, promising to pay 500 livres to Sr. Dumanoir on account of Dame Mouton, which is the amount due by said parties to the Company, and 100 livres which he has paid this day in cash to said Dame Mouton, furnishing mortgage security on all his goods and especially on the said negro for the remainder of the sum due. Signed: l. cheval, f. Gallot, Roumier, Henry, Notary.

(10027)
Petition of widow of a soldier slain in the war for permission to sell slave for support of petitioner and her children.
 August 9, 1738. Petition to de Salmon, Commissioner, Ordonnateur for the King in this Province, by Catherine Mouton, widow of Antoine Bonvillain, stating that her husband died in the war with Sr. Dartaguet, leaving debts, and as she and her children are in distress, she prays for permission to sell a slave. Signed: + Mark of Catherine Mouton, lapierre, witness.
 Permission to sell on condition of complying with usual formalities. August 21, 1738.

Aug. 12. (10028) fo 10. (2403) 2 pp.
Acknowledgment of debt to Company of the Indies.
Acknowledgment of Indebtedness to the Company of the Indies for the sum of 500 livres, by Sr. Louis Cheval, who obligates himself to pay said sum to Sr. Dumanoir or any other person authorized by the Company, next September, furnishing mortgage security on his movables and immovables. Signed: JB. Faucon Dumanoir, f. Gallot, Roumier, Henry, Notary.
 Approved by Commissioner for affairs of the Company. Signed: Salmon.

Aug. 13. (10030) fo 13. (2404) 2 pp.
Procuration by Sr. le Chevalier d'Orgon, retired captain of Marine troops in this Colony, about to leave for the war against the Chickassaws, to Sr. Joseph Assailly, merchant of New Or-

Procuration of officer of the troops about to leave for the Chickasaw war. leans, whom he empowers to receive for him all that may come to his address during his absence, as well as what is due to him by Treasurer of the Marine, and to receipt for same, this procuration to be valid until revocation. Signed: Le Chev D'orgon, f. Gallot, Roumier, Henry, Notary.

Aug. 15, 1738. Marriage Contract of Sr. Francois Boyer, son of deceased Michel Boyer and of Catherine Boyer, a native of Montdragon in Provence, Bishopric of Orange, on the one part, and Marie Jacobé Henelin, widow of André Cressmane, a native of Berne in Alsatia. Contracting parties could not sign. Signed: Lapostre, Vongy, "Ciman Cuon," Roumier, Romagou, Notary.

Marriage contract.

(10036)
2½ pp.

Agreement between the widow here remarrying and her children by a first marriage concerning the estate of their deceased father.

Agreement (no date, probably same as marriage contract) entered into by Marie Jacobé, widow of André Cresmane, and Henry Cresmane and the minor heirs of Jacques Cresmane the son, heirs of deceased André Cresmane, concerning the movables, effects and cattle found after death of said André Cresmane, negroes included. Moreover two negroes and a negress on which was paid the sum of 646 livres and three breed cows, two oxen, fit for labor and two others not quite ready, three young bulls, a heifer, and four calves of this year. Consent of Jean Roy, stepfather of the minor heirs of Jacques Cresmane and of Henry Cresmane, also heirs of deceased André Cresmane, in the presence of witnesses, that "our said mother to finish the crop of grains which has begun on her land without the aforementioned heirs being able to prevent her enjoyment of it," and the said widow, Marie Jacobé, their mother, agrees to pay the individual debts and what may be due to the Company. The widow agrees to pay half the value of household effects, which will be appraised by appraisers for both sides, as well as four hogs. Appraisal of said effects follows. All heirs declared they could not sign nor write. Signed: "Chaillou aussi témoing," Mark of + Marie Jacobé; + Mark of Henry Cresmane; + Mark of Jean Roy, stepfather of children of Jacques Cresmane; + Mark of Estienne Malbroux; + Lionnois; + Jean Deslande.

- (10038) January 30, 1739. Inventory taken on petition of heirs of deceased André Cresmane so that Boyer, their mother's second husband, may not amalgamate the goods of the children of the first marriage with those of his children. The Cresmane heirs and widow declare that they do not know how to write nor sign and document is signed: Jahan, Roumier, Henry, Notary.
- (10041) March 27, 1739. Jean Henry Cresmane acknowledges receipt of 411 livres as his share in succession of his deceased father, André Cresmane, for which he discharges Louis Boyer and his wife. Signed: Jahan, Roumier, Henry, Notary.
- (10042) (No date.) Detailed list of debts and what is due on wood and labor furnished; . . . other items and their appraisement; . . . account of what Sr. Boyer owns individually.
- (10044) Appraisalment of plantation, one-half owned by Boyer, and of goods at time of his marriage to Widow Charon.
- (10047) Letter to de Salmon, Commissioner of the Marine and "Ordonnateur Général" of the Province of Louisiana, at New Orleans, by Sr. Darensbourg, stating that the children of Widow Charron have made agreement between themselves and their mother, in the presence of Pierre Boyer, future husband of said widow. They appear to be satisfied and ask for confirmation of this act for their security, and that all required formalities be complied with. Dated from Carlestin, August 1, 1738.

Aug. 18, 1738. **Procuration** by Jean Francois Delfau de Pontalba, officer of detached troops of Marine in this Colony, son of Sr. Francois Delfaut, Councillor of the King and Tax Receiver in the Electorate of Figeac in Quercy to (blank), to accept emancipation which Sieur Delfaut intends to extend to his son on account of the distance, to enable him to live and work as a free agent, without paternal authority, asking his attorney to show his father all respect and submission due him, at the same time to act as said constituent would act if he accepted this emancipation in person. Signed:

(10051)
fo 10.
(2406)
2 pp.

Procuration
by a father in
France to
consent to
emancipation
of his son in
Louisiana.

Delfau de pontalba, Roumier, Romagou, Henry, Notary.

Aug. 18, 1738. **Inventory** of goods of Marie Tournet, who died last night, on petition of Jean Cosset, carpenter, married to her daughter, Marie, declaring that besides his wife, deceased leaves Alain Elizet, her son, master of the King's boats, and Francoise, now married to Jean Lavergne, both absent and for this reason he prays that inventory be made and Sr. Dizet be made guardian of said effects, until they are able to meet, to take division of same or to decide to sell by licitation or otherwise. Inventory follows. Signed: Cosset, Henry, Notary. The others declare they could not write nor sign.

Succession
of Marie
Tournet.

Aug. 19.
(10057)
fo 10.
(2408)
2 pp.

Procuration.

Receipt by Sr. Jean Baptiste Bancio Piemont to Sr. Henry, below procuration of Widow Henry, of Sr. Jean Le Vasseur, for payments due on a sum of 813 livres, 15 sols, deposited in Registry by Sieur Jacques Raynault, Captain of the ship the "St. Joseph" of La Rochelle, owned by deceased Bernard Lasserre, on which sum three seizures were made, one on petition of Widow Henry, for 400 livres; one in name of Sr. Jean Levasseur for 372 livres, and the last on request of Sr. Mathurin Hugoult for 372 livres, and as debts to protesting creditors amount to 1344 livres and that the deposit is only 813 livres, 15 sols, and that moreover a sum of 242 livres was paid by Sr. Rasteau, payments aforementioned were made on demand. Signed: J. Bancio Piemont, Henry, Clerk of Council.

Aug. 21.
(10059)
fo 10.
(2409)
5½ pp.

Contract for
demolition
and new
construction of
buildings and
fortifications
at the Balize.

Contract passed before Notary Royal, between de Salmon, Commissioner of the Marine and Ordonnateur (Intendant) of this Province, and Sieur Pierre Pinaut, Contractor for the King's buildings and fortifications at the Balize, situated at the lower end of the Mississippi river, "otherwise called St. Louis River." Pierre Pinault, has contracted with Sr. de Salmon, for demolition of the store at the said Fort, which is falling into ruin, and for the construction of another store, dimensions and conditions fully enumerated; of a guard-house with roof of flat tiles, etc.; Sr. Salmon promis-

ing to have all tiles and bricks delivered at the Balize in places convenient to contractor; the store and bakery to be roofed with shingles; demolition work to be paid 5 sols the square foot, and construction at 9 sols the running foot. Details and agreed price for masonry, for filling, etc., material and provisions to be furnished by the King's store, the whole to be paid for by the Treasurer of the Marine on certificate of the King's Engineer, Sieur Pinaut, the contractor, furnishing mortgage security on his movables and immovables, as has been agreed. Signed: Salmon, Roumier, Roumagou, Henry, Notary.

(10064)
19½ pp.

Specifications
for the same.

August 20, 1738. Specifications for rebuilding the store of the Post of Balize, which will be subject to examination of the King's Engineer, who may change, augment or diminish as he may judge proper for the greater perfection and solidity of the work. Signed: Devergés.

(10077)

Specifications
for the Corps
de Garde at
the same place.

August 20, 1738. Specifications of the Corps de Garde, walls of which shall be of brick masonry, with a levee of earth around the site, of the same style and dimension as the store; when completed to be subject to examination by the King's Engineer, and to be paid only on his certificate. Signed: Devergés.

Aug. 26, 1738. (10100)
fo 10.
(2414)
6 pp.

Last will of
Sr. Jacques de
Coustilhas, a
captain of the
troops about to
leave for the
Chickassaw
campaign.

Nuncupative Will of Sr. Jacques de Coustilhas, Marine Captain, who is about to leave for the war against the Chickassaws, to take command at the Post which is to be established above Arkansas, and wishing to put his temporal affairs in order in the event that God may dispose of his person. He commends his soul to God, makes donation to the Church, asking prayers for repose of his soul, grants freedom to Louis Connard, Catherine, his wife, and their four children, for the good services rendered him by them; praying the Governor and the Intendent to grant them manumission, as the testator leaves an excedent besides his debts and obligation to the Company of the Indies and moreover he bequeaths to them three arpents of land, frontage on depth occupied by Sr. Descairac, on condition that their children will inherit same after their decease,

as they shall not sell or alienate said land. He names as his universal legatee Sr. Descairac, who is to enjoy possession of his goods until his death, when they will go to his nearest relative in direct line. He leaves said Sr. Calixte Descairac from this moment on his plantation to direct and administer it during his absence, and in case of his death Descairac will not be held to render any account to any person whomsoever, this being his last will and testament, all other wills and codicils to be null and void. In the event of his death as a last thought, he grants freedom to Francoise, the mulatress bought from Madam Lasonde, also to Fillot, asking Sr. Descairac to give them all education possible to enable them to increase their property with aid of the fund left them for that purpose. Signed: COUSTILHAS, G. Pery, Roumier, Henry, Notary.

(10090)
fo 10.
3 pp.

Procuration
by Captain
Coustilhas for
management
of his property
during absence
in the
Chickassaw
campaign.

August 26, 1738. Procuration granted by Sr. Jacques de Coustilhas during his absence to Sr. Calixte Descairac, empowering him to administer his plantation, slaves and all dependences generally, have repairs made, to manufacture indigo, and after having taken from returns the necessary sum for maintenance of the land and subsistence of the slaves to use the remainder to best advantage of constituent. In default of Sr. Descairac he names as substitute Sr. Pery to administer said plantation, who will take indigo as agreed at price stipulated in payment of what Coustilhas owes him, of which he will render account to constituent on his return. Signed: COUSTILHAS, Roumier, Jahan, Henry, Notary.

(10095)
(2412)
3 pp.

Notarial copy
of above.

August 26, 1738. Notarial copy of procuration granted by Sr. Coustilhas to Sr. Calixte Descairac, making him administrator of his plantation, account to be rendered him on his return. Signed: Henry, Notary. Document stained, torn and with part of text torn and eaten away.

Aug. 28, 1738.
(10104)
fo 10.
(2416)
2 pp.

Contract to furnish meat to the army in the Chickassaw war, between Sr. de Salmon, Commissioner of the Marine and Ordonnateur of the Province, and Jean Baptiste Saucier, who obligates himself to furnish to the Post estab-

Contract to furnish meat to the army in the Chickassaw campaign.

lished to war against the Chickassaws, Indian meat such as beef, deer (venison) fresh or salted, Sr. de Salmon agreeing to furnish the salt for salting at such times as he will not be able to procure fresh meat, all of which will be paid by Treasurer of the Marine on receipt by Commandant of the detachment or of the Guardian of the store of said post. For security of this contract Jean Baptiste Saucier hypothecates all his movables and immovables. Passed "at the Intendency." Signed: Salmon, JB Saucier, Roumier, DE Troye, Henry, Notary. Document stained.

Aug. 28, 1738. Inventory of goods of succession of Marie Tournet, on petition of Jean Cosset, married to her daughter, Marie Lissen, stating that there are two other heirs: a son, Alain Elizet, master of the King's boats, and a daughter, Francoise, married to Jean Lavergne, also absent. These goods may be perishable and he prays that inventory be made in the presence of Alain's wife and of Francoise Lavergne, and the whole left in charge of Sr. Dizet, carpenter of the King and their friend, to sell by auction, or otherwise, when heirs are able to meet. Inventory follows. It is signed by Henry, Notary. See August 18, 1738, (10053).

Inventory of Marie Tournet's estate.

net, on petition of Jean Cosset, married to her daughter, Marie Lissen, stating that there are two other heirs: a son, Alain Elizet, master of the King's boats, and a daughter, Francoise, married to Jean Lavergne, also absent. These goods may be perishable and he prays that inventory be made in the presence of Alain's wife and of Francoise Lavergne, and the whole left in charge of Sr. Dizet, carpenter of the King and their friend, to sell by auction, or otherwise, when heirs are able to meet. Inventory follows. It is signed by Henry, Notary. See August 18, 1738, (10053).

Aug. 30. (10112) fo 10. (2418) 11½ pp. Contract to build Chapel in New Orleans.

Contract between de Salmon, Commissioner of the Marine and Ordonnateur, acting for the King, and Mssrs. Joseph Assailly and Charles Favre Daunoy, proprietors of the concession of D'Asfeld, who agree to furnish to the King's store a complete chapel with all the ornaments and sacred vases and other necessities of the Chapel, the price having been verbally agreed on, amounting to the sum of 400 livres, which Sr. de Salmon promises to have paid by the Treasurer of the Marine, on delivery and receipt of the Guardian of the store.

(10114)

Inventory, appraisalment and price of effects of chapel of Mssrs. Assailly and Daunoy, sold for account of His Majesty to the New Orleans store. List covers 18 items amounting to 400 livres. Approved by Salmon.

- Sept. 1, 1738. **Acknowledgment** by Joseph Meusnier of his indebtedness to the Company of the Indies, 536 livres, 8 sols, 4 deniers, for negroes and advances, which he obligates himself to pay in full in one payment, in two years, furnishing mortgage security on his movables and immovables. Signed: JB. Faucon Dumanoir, Jahan, Roumier, Henry, Notary. Approved by Salmon.
- (10120) fo 10.
(2420)
2½ pp.
- Acknowledgment of debt to the Company of the Indies.**
- (10121)
(10122)
Collated copy.
- Receipt to Joseph Meusnier, a Canadian, on December 7, 1739, the remainder of his debt to the Company, 461 livres, 8 sols, 4 deniers. Signed: Henry, Notary. Copied December 9, 1739.
- Sept. 2. **Act of Cession and Abandonment** of a lot and movables, the latter worth 300 livres, by Jean La Coste to Nicolas Bouche, married to his daughter, Marie La Coste. Jean La Coste, now married to Perrine Zaide, was first married to deceased Francoise Doremus, and the lot and movables being a part of community between her and Jean La Coste come to her daughter, Madam Nicolas Bouche. This act "done and passed at the Charity Hospital where all concerned went for that purpose." Marie La Coste, wife of Bouche and Perine Zaide, declared that they could not write nor sign and document is signed: Bouche, leKintrek, Vongy, Roumier, Romagou, Henry, Notary.
- (10123)
2 pp.
- Transfer of real property in New Orleans.**
- Sept. 3. **Procuration** granted before Notary Royal in New Orleans, to (blank) by Sr. Jean Francois Delfau de Pontalba, Marine Officer, who is about to leave for the war against the Chickassaws, empowering him to obtain payment of a note for 550 livres signed in his favor by Sr. P. Castillon, a resident of Pointe Coupée, the price of a savagess, sold to said Du Rocher (Pierre Castillon was Sieur Du Rocher). The said attorney shall prosecute him before the Superior Council or have recourse to other means until final payment of sum and interest thereon. Signed: pontalba, Roumier, Romagou, Henry, Notary.
- (10127)
fo 10.
(2423)
1¾ pp.
- Procuration of an officer in the army about to leave for the Chickasaw war.**

Sept. 3, 1738. Contract between de Salmon, Commissioner of the Marine and Ordonnateur of the King, and Joseph Meunier, a wheelwright by trade, who obligates himself to go to the posts that are to be established to war against the Chickassaws to ply his trade in all work necessary for the army as long as it will subsist, and to mount the cannons sent from France, until return of the army, Sr. de Salmon, on his side obligating himself to furnish all tools necessary to his trade, on his way there and until return of the army and to order that one and a half rations be given him, a negro and negress he brings with him, also a tent, a kettle and moreover the sum of 120 livres per month for himself and that of 6 livres for the said negress, to be paid by the Treasurer of the Marine in this Colony from the 8th of the present month until his return to New Orleans, with deduction of 4 deniers per livre for the Invalids of the Marine, said Meunier stipulating mortgage on all his goods, present and to come hereafter, so that another wheelwright may be employed at his expense in case of refusal. Passed in the presence of and with the consent of Sr. de Bienville. Signed: Salmon, Roumier, Jahan, Henry, Notary.

Contract with wheelwright to serve with army in Chickassaw war.

Sept. 5. (10133) fo 10. (2425) 3 pp.

Nuncupative will of Joseph Meunier the wheelwright about to leave for the Chickasaw war.

Nuncupative Will of Joseph Meunier who is about to leave for the post established to war against the Chickassaws, where he is to exercise his trade in the service of the King in all needs of the army. Wishes his universal legatee to do some pious work and to have prayers said for the repose of his soul; he declares that his means are sufficient to pay all his debts and therefore he grants liberty to several slaves, whom he wishes his legatee to keep with him and to raise their children in the fear of God; he bequeaths a sum of 2000 livres to Angelique Jacob, his mother, residing in Quebec, Canada, and for that purpose to sell what is necessary to make up that sum; he names as his universal legatee . . . Jannis, native of Three Rivers in Canada. Testator declared he did not know how to write nor sign. Signed: Roumier, Jahan, Henry, Notary.

- Sept. 13, 1738. **Procuration** by Francoise Ruellan, widow of Gerard Pellerin, in his lifetime, Guardian of the Store of the Company of the Indies, acting as tutrix to her minor children, to Sieur Francois Louis Jean Caüe, to effect settlement of accounts of succession of her deceased husband to the best interest of the widow and minor heirs. It is also agreed to pay to Sr. Caüe, in order to facilitate his task, the sum of 3000 livres for his support until final settlement. Signed: ruellan pellerin, Caüe, Roumier, Romagou, Henry, Notary.
- (10136)
fo 10.
(2426)
2 pp.
Procuration.
- (1038)
A copy.
3 pp.
A copy of above procuracy by Dame Francoise Ruellan to Sr. Francois Louis Jean Caüe, to settle succession of her deceased husband, Sr. Gerard Pellerin. (No signature.)
- (10141)
2 pp. N. P.
Letter
accompanying
the above
procuracion.
September 12, 1738. Letter to Sr. Henry, Clerk of the Superior Council, by Sr. Du Breuil, under tutor of minor heirs of deceased Gerard Pellerin and Dame Francoise Ruellan, his wife, sending him Madame Pellerin's procuracy to Monsieur Caüe, authorizing him to settle accounts of her husband's succession; the widow, tutrix of minor heirs, and Sr. Du Breuil, as their under tutor, all agreeing that Sr. Caüe should proceed to said settlement.
- Sept. 15. **Report in Registry** by Sr. Joseph Chaperon of death of a negro owned by succession of deceased Joseph Larche, Sr. Chaperon being tutor of minor heirs of said Larche. Certified by Henry, Clerk of Council.
- (10191) fo 10.
(2429) 1 p.
Report of death
of a negro.
- Sept. 15. **Procuracion** granted at Fort Conde, of Mobile, by Louis Bret and his sister, Dame Therese Bret, to Sr. George Tesson, merchant, to receive for them the sum of 27 livres, due to each of them on the succession of their uncle, Sr. Bret, and to receipt for same. Constituants declared that they could not sign nor write. Signed: MICHAUX, Notary.
- (10192)
(2430)
1½ pp.
Collated
copy.
- (10193)
Procuracion.
September 27, 1738. Receipt by Sr. George Tesson to Sr. Michaux, notary of Mobile, for the sum of 54 livres due to Sr. Louis Bret and Therese Bret (27 livres to each), on the succession of Sr. Antoine Bret, their uncle. Signed: Tesson.

Sept. 26, 1738. **Act of Partnership** between Sr. Aufrere and Sr. (10200) fo 10. Larche for the manufacture of tar and pitch (2432) 1 p. and details of conditions agreed on. The document is badly stained and partly effaced and in some parts so pale as to be illegible. Signed: Larche, Aufrere, Henry, Clerk of Council.

Articles of partnership in tar and pitch operation.

Sept. 27. **Discharge of Tutorship** to Louis Wiltse on advice (10125) of relatives of his ward, Antoine Regner, convened for that purpose. The said Wiltse has fo 10. turned over to Sr. Louis Bernard the sum of (2422) 3 pp. 742 livres coming to said minor from the succession of deceased Regner, who having married his step-mother, accepts the tutorship and takes the boy with him, furnishing him board and lodging and promising to have him apprenticed to learn a trade, which last will be paid for from his own funds; Louis Bernard and his wife, Elizabeth Stegre, widow of said Regner, obligating themselves solidarily to render account to said minor when he reaches his majority, and for that purpose furnishing mortgage security on their movables and immovables. Signed: wiltz, Vongy, Andre Simon (in German), Roumier, Henry, Notary.

Discharge and release of a tutor.

Oct. 1. **Contract** passed between Magdeleine Leveque, (13551) wife of Pierron, called Vendome, and Hubert Harant, merchant of New Orleans, who has 1 p. hired from said Madam Pierron, a negress named Marianne for the space of one year at the price of 240 livres from this date, said Harant accepting no risks of sickness, nor death, nor of the slave running away; Madam Pierron obligating herself to replace time lost or deduct from price of her hire. Sr. Harant agrees to have her cared for and medicated in case of illness, and to pay her mistress 240 livres per year in four equal payments, to fall due every three months. Signed: harant.

Contract of hire of a female slave.

Oct. 2. **Act of Partnership** between Sr. Jean Baptiste de (10211) Chavannes and Sr. Vignon, called La Combe, ff. for the manufacture of pitch and tar, Vignon fo 10. having already worked in the same line with (2434) Sr. Bizoton and going into this partnership on 4 pp. account of dissolution of previous association. There follows articles and conditions, which

Articles of
partnership.

they agree to execute faithfully and loyally, each of them obligating, promising, renouncing, etc. Signed: de Chavannes, Vignon La Combe, Bimont, Roumier, Henry, Notary. (Document badly stained.)

(10401)

Papers
connected
with item
printed La.
Hist. Qy.
6. 127.

Complaint of René Boyer for assault is indexed in supplemental records inserted in Vol. 6, No. 1, p. 127.

Memorandum of Costs presented by Sheriff Lenormand to be paid by Senet, who attacked René Boyer, amounted to 96 livres, 10 sols. Signed: Henry.

Receipt to Sr. Henry by Sheriff Lenormand for payment of 96 livres, 10 sols on December 7, 1738. Signed: Lenormand.

This document was found in a box of much later date.

Oct. 22, 1738. To homologate proceedings of a family meeting recommending sale of minor's property.

Petition by Jean Baptiste Faucon Dumanoir, curator of his minor daughter, Widow of Joseph Chauvin Delery, for homologation of advice of family meeting to sell land which brings no return and can only be an expense. (See October 22, 10469, 10525, 10530, Vol. 6, No. 1.)

(10528)

November 9, 1738. Notice to the Public, following order of Sr. de Salmon, on date of October 22, 1738, that land situated between plantations of Mssrs. Delille and Belair at the Chapitoulas has been cried three times and shall be sold at public auction on the 12th of the present month. Signed: lenormand.

(10529)

November 2, 1738. Second notice of sale of land at Chapitoulas owned by succession of deceased Joseph Delery. Signed: lenormand.

Oct. 26.
(10568)
1 p.

Notice of sale
in succession
of St. Jullien.

Notice to Public that on October 29, sale by auction will be held at the Superior Council at 9 A. M. of thirty arpents by ordinary depth of land owned by succession of deceased Sr. St. Jullien at Cannes Bruslées. This being the fourth and last publication. Signed: lenormand. See Vol. 6, No. 1, October 27, 1738, (10566).

Oct. 27, 1738. **Partnership** in the boat *Le Francois*, owned by (10498)
1 p.
copy.

Articles of
partnership
for operation
of the vessel
the *St. Francois*.

Sr. Marin, who cedes to Sr. Fillart half of said boat with all utensils and appurtenances belonging to him for the sum of 1000 livres, to be paid before the boat sails for Martinique. It is agreed that Sr. Fillart will bear half of the expenses and of the caulking, which he will order, and no voyage shall be made without full consent of both parties; the payments of passages to be made in coin and only one ton of merchandise in the hold allowed to each partner. In the event of any contestation, the differences shall be settled according to rules and ordinances of the Marine by His Majesty, without wrangling nor protest. (Not signed.)

(10649)
(2490) 4 pp.

Inventory of
said vessel.

September 20, 1738. Inventory of body of boat the *St. Francois*, of about 50 tons, cross bars and rudder of wood. Document covers four pages and is signed: Marin.

Oct. 28.
(8821)
2½ pp.

Action to
recover indigo
raised on
plantation at
"Chantilly."

Petition to Sr. de Salmon, Commissioner of the Marine, Ordonnateur and First Judge of the Province, by the Capuchin Fathers and Sieurs Prat and Bizoton, all interested in the plantation of Sr. Prat at "Chantilly," who made an agreement before notary with Joseph Chaney as their farmer. The said Chaney having disappeared since last August, the petitioners have entered protest against delivery of any of the effects or proceeds as they are privileged creditors and that Lemoine is entitled to payment for cooking furnished to Chaney. Besides Lemoine and Féran received on Sr. Salmon's order the cut lumber, which petitioner caused to be delivered. They pray for an order that indigo raised on said plantation be delivered to them after having been weighed by Sr. Henry, Clerk of Council, and with Sr. Chaney's effects sold and returns remitted to them for debt of said Chaney; that Sr. Féran be compelled to pay them the value of the buildings he received from their plantation as per appraisement and that they be given a preferred mortgage on effects of Sr. Chaney. Signed: Bizoton, L. Amand capucin. Prat.

(8822)

Order by Judge Salmon to weigh indigo and large vegetables as petitioned, lumber deliv-

ered to Sr. Ferran to be appraised by Sr. Brou-
tin, Engineer of the King, and reported to us
to order what is just. Dated October 31, 1738.

Citation in
said case.

October 31, 1738. Notice of citation before
Superior Council served on . . . Sr. Ras-
teau, Sr. Férand, Widow Carriere, Sr. Michel
Megret, Sr. Bizoton, Sr. Prat and the Rev. Ca-
puchin Fathers. Signed: lenormand. Docu-
ment badly stained, creased and torn and mu-
tilated.

Nov. 12, 1738. **Receipt** by Sr. Jacques Larche and Dame Anne
Bertin, his wife, to Sr. Antoine Aufrere, for all
fo 11. sums due them up to date. Signed: mariane
(2479) 1 p. bertin femme Larche, Roumier, Bimont, Larche,
Receipt for debt. Henry, Notary. Document stained and torn.

Dec. 2.
(10653)
fo 11.
(2491)
4 pp.

**Agreement of
man and wife
to cultivate for
account of
owner a
plantation at
Barataria.**

Agreement passed before notary between Sr. Du-
par, Captain of Swiss Troops, and Paul Cézant
and his wife, Barbe Mary, who have obligated
themselves to settle on Dupare's plantation at
Barataria, to care for the cattle and poultry
and to make butter and cheese which they will
bring or send to New Orleans at stipulated
times, after having provided enough for their
own use. They are to have half of the pro-
geny of the cattle, hogs and poultry, the other
half going to Sr. Dupare, but can have no
pretensions to that of the other animals. A
negro and negress will be furnished as aid in
their care of the plantation and during the first
year provisions will be supplied, but after-
wards half of returns will go to Sr. Dupare
and the other half to the overseer, after pro-
vision of grains for the negroes and for sow-
ing. Their salary is fixed at 150 livres per
annum which agreement is to last for three
years, until this date, 1742, without their be-
ing able to abandon the said plantation for
any reason whatsoever under penalty of in-
demnity and nullification of their right to
wages. Other stipulations concerning negroes
and cattle. . . . Signed: Dupar, Roumier,
Bimont, Henry, Notary. Cézant and his wife
declared that they could not write nor sign.

Dec. 11, 1738. **Partnership** for trade between Sr. Lequintrek, (10664) fo 11. (2494) 4 pp.

Partnership for trade in pelts, horses, and merchandise.

called Dupont, Janitor of the prisons of New Orleans, and Sr. Joseph Blanpin, a resident of this Colony, who will trade in the Attakapas and Opelousas in pelts, horses and merchandise and all things traded in this country. Sr. Lequintrek, on his side, agrees to furnish two negroes (piece d'inde) to Sr. Blanpin. The two negroes have been examined and appraised: one, Michel, at 2000 livres, and the other, Janvier, at 1500 livres. Blanpin will be held to furnish but one negro, piece d'Inde, who has also been appraised at 2000 livres, both thus appraised so that in the event of their death their value may be accounted for in the partnership, their wages and support to be paid by the associates, as also four orphans, to help in said trade, on the same conditions, reserving a gratification in proportion to their services. All merchandise will be paid by both associates and a journal kept of purchases and trade, so that accounts may be rendered on their return. This partnership to run during five years, the one breaking these conditions to bear costs and indemnity. Sr. Blanpin to be accountable to Lequintrek or to his heirs and Sr. Lequintrek to Blanpin or his heirs, both furnishing mortgage security.

Dec. 20. (10687) fo 11. (2501) 3 pp.

(This date should be Dec. 5, 1738.)
Sale of four slaves.

Sale of Four Slaves by Sr. de Salmon, acting for His Majesty with consent of Sr. Bizoton, Comptroller of the Marine, to Sr. Claude Du Breuil Villards, contractor of buildings for the King. The price for these slaves, whose ages were from two years to fourteen amounted to 1400 livres which Sr. Du Breuil Villars promises to pay to the Treasurer of the Marine the following year (1735), furnishing mortgage security on his movables and immovables. Signed: f. Gallot, Salmon, Du Breuil, DeLaPlace, Henry, Notary. This document in file of 1738 is dated in body of document, December 20, 1734.

(10688)
Receipt for price of sold slaves.

November 17, 1738. Receipt to Sr. Du Breuil Villars by Sr. de La Pommeraye, Treasurer of the Marine, for payment of 1400 livres, due on slaves sold to him by Sr. de Salmon, Commissioner, Intendant and First Judge of the Coun-

cil, acting for His Majesty, on date of December 20, 1734.

(10689)

**Retrocession of
above sale.**

December 5, 1738. Sale of Slaves. Sr. Du Breuil Villars cedes again to Sr. de Salmon the four young negroes and negresses bought from him in 1734, at the same price he paid, 1400 livres, which he acknowledges having received cash from said Sr. de Salmon. Signed: Du Breuil, Roumier, Bimont, Henry, Notary. Document torn.

(End of Supplemental Index.)

Note: The General Index was interrupted by the Supplemental Index, concluded in this number. It will be resumed in the April, 1927, Quarterly, covering 1740, and will be continued in orderly sequence thereafter.—Ed. La. Hist. Qtly.



**INDEX TO THE SPANISH JUDICIAL RECORDS OF
LOUISIANA
XVI.**

(Continued from October, 1926.)
September-December, 1773.

By LAURA L. PORTEOUS.

- 1773—September 11.**
Enrique Voix vs.
Pablo de la Houssaye.
No. 26. 5 pp.
Court of Governor Unzaga.
Assessor, None named.
Escribano, Andres Almon-
ester.
- Suit on open account against
a resident of Opelousas.
does not recognize it as he is
not familiar with Mr. de la Hous-
saye's writing and that he is not
the defendant's agent as has
been specified.
- Voix thereupon replies that not having been able to find any
one representing Mr. de la Houssaye's interests here and as he
makes his home in Opelousas he asks these proceedings be sent
to Gabriel Fusellier de la Claire, Commander of that Post, asking
to have the obligation verified and if it is true that defendant
owes the amount specified to order him to pay it with costs.
Unzaga rules: "As it is prayed." The record ends here.
- September 15.**
Juan Bautista Chateau vs.
Pedro Sanpe (Saint Pe).
No. 3812. 13 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.
- To avoid payment on a debt
already collected.
- Plaintiff claims from defendant, a
resident of "Apelousas," 24 pesos,
4 reales for a bill of goods which
he has been unable to collect. He
asks that Juan B. Garic, declare
under oath if the signature and
writing of the obligation is not de
la Houssaye's and that he Garic,
as agent, be ordered to pay the
debt. Petition granted. On the
same day Garic declares that he
not familiar with Mr. de la Hous-
saye's writing and that he is not
the defendant's agent as has
been specified.
- Plaintiff presents an order signed
by Fournier and Saint Pé dated
July 28, 1773, directing Mr. Ma-
zange to return Mr. Chateau his
notes and secondly a receipt dated
July 27, 1773, for 1300 livres.
Referring to these two exhibits he
declares that as appears above he
has paid Pedro Saint Pé 260 pe-
sos (1300 livres) on certain notes
are due him. As appears from
a decree which has been given him to take them up from Leon-
ardo Mazange, Saint Pe's attorney, he owes him nothing, on the
contrary his opponent has collected the debt unjustly. He prays
the 260 pesos be ordered returned to him without delay and

defendant be condemned to pay costs. This is ordered sent to the opposition.

After much delay Mazange answers for his client on October 12, presenting three documents, the first a lease by which Chateau hires out his negress named Angelique to Mr. LeBlanc from January 11, 1770, to July 11, 1773, making 42 months at 5 piastres gourdes per month a total of 210 piastres. Mr. Le Blanc paid out various amounts which reduced his indebtedness to 115 piastres 7½ escalins. This amount is to be turned over to Mr. Saint Pé on account. Signed Chateau, July 19, 1773. Second, an order, dated July 27, 1773, signed Chateau, by which he prays Mr. Le Blanc to pay to Mr. Saint Pé 400 livres, the amount due for the rental of his negress, Angelique, whom he has had in his possession from January 11, 1770, up to to-day. Third a letter dated July 19, 1773, signed Dutertre directed to Mr. Saint Pé on Mr. de "Livodes" (Livaudais) plantation at Chapitulo. By this letter he sends the foregoing exhibits and with them defendant sets forth in answer to the plea for the reimbursement of 260 pesos, it will be seen plaintiff is endeavoring to prevent collection of a note which has been missing since the time of the revolution among the papers of either Doucet or Joseph Maison. He asks that Chateau's pretensions be excluded. This is ordered sent to plaintiff, who replies with a plea stating that these foregoing exhibits show the good faith with which he has treated Saint Pé. He had never tried to prevent collection. He has had reverses and has had all his property seized, yet he has striven to meet all his obligations. Not only did he turn over the 115 piastres Antonio Le Blanc owed him for the rental of the negress to Saint Pé, but when he came to the city he sold her to him for 180 pesos, which reduced the amount to 260 pesos. When he asks for the return of his notes he is told that Saint Pé's attorney, Mazange has them and he is ordered to pay them a second time. It is not true that these notes were found among either Mr. Doucet's or Mr. Maison's possessions, these papers were at Mr. Garic's house. He prays that Saint Pé be ordered to return 80 pesos which he has received along with the negress and her wages from Mr. Le Blanc.

Unzaga cuts the matter short by ordering this case back to the Court of the first instance where the suit Saint Pé vs. Chateau is pending for the collection of some notes, in these words:

"Para mas bien proveer trayganse los autos que se citan suplicandose al Senor Alcalde ante quien pendieron p^r. medio de este provd. ^a que sirvo de Recaudo politico. *énfra.*"

In order to better provide let these proceedings, the Senor Alcalde before whom they were pending by means of this decree

which I serve for political security. (Signed) Unzaga and Odoardo. The record ends here. (But what the entry means is beyond the understanding of the Editor.—H. P. D.)

1773—October 7.

Juan de la Fitte vs. Xptoval (Christoval) de Liza.

No. 17. 6 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

To collect a bill.

chair and left the execution open for further instruction from the sheriff. Witnesses to their return, Miguel Saint Eloy, Antonio Churiac, Esteban de Quiñones. Signed Nicolas Fromentin, Andres Almonester.

Plaintiff claims defendant, a sergeant of militia of this place, owes him 347 livres, 10 sols, and asks the debt be verified. This being done, La Fitte asks for execution. The writ is issued and Nicolas Fromentin, deputy sheriff, reports to the Escribano, defendant has failed to pay and did not point out anything to be seized; thereupon the sheriff levied on a straw

October 22.

Succession of Luis Cheval, Inventory and valuation of the estate.

No. 3816. 49 pp.

Court of Alcalde Joseph Duplessis. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

The record opens with the burial certificate of Louis Cheval, dated October 20, 1773, signed by Father Ferdinand, Vicar. The second paper is a certified copy of notarial proclamation whereon Andres Reynaud appoints Leonardo Mazange, his attorney to represent him as testamentary executor of the will of the late Louis Cheval.

The third paper is the decedent's will executed and signed before Garic, notary, June 5, 1771, in presence of Bernardo Dautherive (Dauterive), Santiago Hallais, Francisco Gouseau, Luis Liotau, Estevan de Vaugine. The testator declares he is a native of Cresy in Labria, Bishopric of Maux, legitimate son of Santiago Cheval and Catalina le Roux. He says his estate consists of a house on Bourbon Street adjoined on one side by Mr. Astier, called Montegue and on the other by Mr. Solet, a mulatress named Theresa, aged 22, Andres mulatto 18, Catalina mulatress 14, Juan mulatto 6, Maria mulatress. A receipt of the Treasury of France for this colony for 7675 livres, which is in the possession of Juan Brideau, a merchant of La Rochelle, free of mortgage. He further owns as slaves, Ursula 70, and her daughter, Manon, mother of the foregoing mulattoes aged 40. He grants freedom to these two slaves, Ursula and Manon, in remuneration for their good services, and to be given their liberty before his death but not to enjoy all the privileges of the free until after his demise. He owns besides a small house joined to his dwelling, rented to Mrs. Caraudet. He names as his uni-

versal heirs his nephew and niece, Claudio and Claudina Cheval, children of his deceased brother Claudio Cheval. His niece is married to Mr. Bertrand, a watch maker, and lives in Paris. He says he owes nothing, and no one owes him anything. He names as testamentary executors and guardians of his estate, Mr. Luis Perrault and Andres Renard, because named together one can act in the absence of the other. He revokes all other wills, codicils and other dispositions which he may have made by written or spoken word. A codicil dated October 1, 1773, grants freedom to his negress, Catalina, aged 16, in remuneration for her good offices, principally during his illness, provided she serves him during all the remaining days of his life.

Andres Renard, testamentary executor and guardian of Luis Cheval's estate, files a petition alleging the testator died the day before (October 21,) and asks that an inventory and valuation be made of the property. He names Francisco Lioteau, as appraiser. Alcalde Duplessis rules: Proceed to make in inventory and valuation of Luis Cheval's estate on the 25th of the current month, to this purpose let the appraiser who has been named, be notified to accept and take oath. Assessor's fees 2 pesos. Francisco Liotau qualifies and the inventory and valuation is made by Liotau in the presence of the Alcalde, Escribano, Attorney Mazange, and Andres Renard, testamentary executor. It includes besides the real property and slaves, house furnishings, wearing apparel, utensils, tools, silver ware. The silver is appraised by Coudrain, a silversmith, at the request of the Executor and under appointment of the Alcalde. The papers of the estate include the deceased's accounts with the Company of the Indies, an exchange of some land, and other acts for the purchase and sale of land, bills of exchange, receipts, a memo or declaration of paper money of the Colony for 1100 livres, plans of the house in which he lived, notes, Doctors' bills, etc. The silver is appraised by Mr. Coudrain at 14 pesos, 3 reales, and a little mulatto boy, Juan aged 8, at 180 pesos.

October 30, Andres Renard, Executor, asks that the property inventoried be sold and the public calls be made according to law. An order is granted thereon. The first, second and third calls are made November 2, 6, 9, and the auction is held November 10. The day following Renard states the sale of the movable personal effects has not brought enough to pay the pious legacies made by the deceased, and he asks that the houses and slaves be called for sale. The first, second and third calls of these are made November 12, and 22, and December 1, and the final call and auction takes place on December 3, when the two houses and the slave, Juan aged 8, are offered for sale with Nicolas Jourdan as public crier. The little slave is adjudicated to Juan Bisot, for 216 pesos cash, the small house to Juan Perret, for 127 pesos. No bid was offered for the main house. It was announced that it would be offered again at auction the day

following. December 4, the big house was auctioned off and adjudicated to Joseph Bisot for 231 pesos cash. March 28, 1774, Andres Renard signs a receipt to the effect that he has received from Leonardo Mazange the full amount resulting from the sale of the property.

1773—October 29.

Alexandro Baure vs. Naneta, a free mulatress.

No. 3808. 9 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, None named.

For withholding freedom promised to a slave.

that it was at the request of Mr. Boré that he gave Naneta her freedom, that she had never done anything to merit it, and that the liberty was granted and became an accomplished fact at the wish of Mr. Boré's daughter on the occasion of her marriage. He has heard it said that there was a theft of Mr. Boré's private papers at a time when Maturine was alone in the room. Mr. Jung is unable to give any information in the matter. November 6, Mr. Boré calls for other witnesses and presents a second interrogatorio to be answered by them. The record ends here, it is evidently incomplete and doubtless belongs to another folio.

This suit is brought by plaintiff in answer to one brought against him by Naneta, a free mulatress, demanding that he free his n-gress, called Maturine. The case is received for proof, he asks that Luis Dapremont and Andres Jung be summoned to answer his interrogatorio. Luis Delalande Dapremont (d) Jr., under oath answers

November 1.

Prosecution of Pablo Augraud and Asa Daniels for fleeing from the public prison.

No. 11. 26 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

Under this title an inquiry is made into the facts of the escape resulting in a charge against the jail keeper and two soldiers who are punished by imprisonment, but are subsequently released by the Governor.

Julian Alvarez, of the principal guard (Corporal of the guard?) notified the Governor officially, that Mr. Ogro (Augraud) and an English Captain have escaped from prison where they were held at the disposition of the Adjutant Major of this place, Don Jacinto Panis. A detachment of patrol has been sent to the levee to see if the two have embarked.

The next entry is a certified copy of the decree dated the day following by which Unzaga orders the process begun for the apprehension and trial of the prisoners who have escaped. Cecilio Odoardo is commissioned to call

and examine witnesses.

The first to appear is ANTONIO GOSSON, WARDEN OF THE PRISON, who under oath declares that on the first day of the

month, at seven o'clock, the Catalan, Salvador Noy, told him that he would come to supper with him and with the artilleryman, Peret, as it was a recreation night (All Saints) among the Spaniards. At supper other prisoners were assembled, together with Favre and the sentinel who is called Luis Thomasin and another soldier, a grenadier, who he thinks is called Casteluy, with a mole on his face, who weaves stockings.

At supper the witness observed that Noy got up from the table continually and that Pablo Augraud and Asa Daniels, the Englishman, passed with Lorenzo Churiac. The grenadier soldiers left the table half an hour before the witness. The tall grenadier left the prison for his guard-room and the small grenadier questioned the witness' wife "If she was asleep?" She answered: "No." On this occasion his wife heard the door open and the witness thinks that it was then the prisoners escaped by means of the key the Corporal of the guard had, or the one performing his duties. On this night it was the grenadier Simon.

When the witness went down from supper, he found Augraud and Daniels missing and reported the matter to the Adjutant Major who had left the prisoners with him. Noy's wife told him before Favre and Rosario that between Churiac and her husband they had won over the above named grenadier so that the prisoners could escape. Landrot had given her husband 80 pesos and Churiac had given him at least 200 pesos. The small grenadier who was sentinel received 16 pesos and the tall one six pesos. These named parties dined the other day at Mrs. Noy's house and continued to eat there until the money was finished up.

This declaration is signed by Antonio Gosson, Doctor Odoardo, Unzaga, and is attested before Andres Almonester.

The second witness is JUAN CLAUDIO FAVRE who under oath states that on the night of November first he took supper with the jailer, Gosson, the artilleryman Peret, Salvador Cunille called Noy and a tall grenadier soldier. The last took a piece of meat and drank a draught of liquor and left. Questioned where did he go? He answered below but he did not know if he went out or remained as sentinel. He was questioned if there were no other persons at supper? He answered No. He was asked if he knew when and where the prisoners escaped? He said he did not know, but afterwards it was said that they had gone out by the door. He could not know about this as he was in a room up stairs. Questioned whether Salvador Cunille's wife had not mentioned to him how the prisoners had escaped and who let them go? He said that this is false, that Mrs. Cunille was with his wife, she had come to ask for a ring that her husband had lent the witness and that nothing else passed between them. This is signed by the foregoing officials and Favre.

ROSARIO JUDICE (signing, Rozere Geudice) upon examination said that he did not know how the prisoners got away as he was locked up, but while he was shut up in his room Churiac lit a candle and then he saw Pablo Augraud and the English Captain passing on the gallery of the prison. In the mean time the jailer took supper with Salvador Cunille called Noy, Mr. Favre and the artilleryman, Peret. He heard a grenadier pass to go to the same room where they supped, that the Englishman who was with the witness informed him that it was the grenadier. Questioned whether he afterwards heard anything about this affair? He said that the wife of Noy the Catalan seeing the jailer a prisoner said he was innocent, that he was an idiot to suffer without reason. She knew all that had passed, that Augraud had given her husband 80 pesos, to Churiac 200, to one grenadier 16 and to the other she did not know how much because she did not pay attention. A mulatress, Francisca, was the one who went to find the money for Noy, the witness thinks this mulatress was in Noy's services. He was questioned if he knew at what hour they missed the prisoners? He said it must have been about eight o'clock at night, the jailer finished supper and went to Augraud's room to bid them good night and as they did not answer him he repeated the same various times. He examined the room and the rest of the places in the prison crying out that the prisoners were missing and said to Churiac that he was a rogue to have fooled him. The jailer went immediately to report the flight of Augraud and the Englishman.

MARIANA OLIVIER, wife of the grenadier, SALVADOR CUNILLE, called NOY, testifies that she does not know how Augraud and Asa Daniels escaped from the prison. All she knows is that her husband received 80 pesos from Augraud owed him, by the hand of the baker, Landrot, who gave the witness 50 and the other 30 to a mulatress, Francisca, who serves Noy to take to her master. Questioned if she had not told Gosson that she knew all? She said this was false, she had only said to him why do you wish to suffer? It is better that you tell the truth and this was why Gosson had told the witness that an English prisoner had said that Churiac and her husband had released Augraud and Daniels but she knows nothing about it. Questioned if the grenadier soldiers had not gone to eat in her house and which ones, she said various soldiers had gone there to eat at all times, among them Thomasin and Casteluy and that one owed her 5 reales and the other 14. She said she was 18 years old and did not know how to write.

SANTIAGO LANDROT declares that he knows nothing about the affair upon which he is questioned. He sent Mr. Augraud his meals because he was an old acquaintance. He did not know anything about the flight until his negro carried him his dinner and did not find him. Questioned if he did not give money to Mrs. Noy and others and how much. He answered only to Mrs.

Noy, he paid her 80 pesos for salt her husband sold him as he could not pay at the time the salt was delivered. He had not given money to any other person.

LORENZO CHURIAAC testifies that on the night of November first at the time the jailer was at supper with Noy, Favre and Peret, he passed in the passage way of the prison with Augraud and the English Captain and that before the supper was finished the witness went to sleep leaving the above in his room. Questioned what others were at supper and if the grenadiers especially were not there. He said he did not see any soldiers. Asked at what hour the prisoners escaped? He said he judged it was at half past seven during the rain. He was asked why he thought it was at that hour that they had fled? He said a little before it was time to go to lock up and light the candle on the side where there was a Spanish sailor who had a mind to go out another time and to pass Augraud's room, and having gone in he saw a candle burning without people (being there) and thinking that Augraud and the Englishman had gone to the room where the jailer was eating this induced the witness to return to his room and go to bed. Questioned by what way he conjectured the prisoners had escaped. He said there was nothing easier, that it was done by the door, because by wedging it underneath with a little stone it would not shut well and the bolt passed in false so that it could be pushed open without force and without noise. He was questioned if any one had engaged in this operation or in other similar ones? He said he did not know but there were other means by which the same prisoners without the help of anyone could have escaped as by the little door that gives out on the "houses of the Cavildo" easy to break open without the assistance of anybody. Questioned if he knew why the baker, Landrot, gave money to some persons and to whom for having served the prisoners to escape? He said he did not know.

PEDRO SIMON, the grenadier, was called. He said on the night of the first he was acting chief and relieved the sentinels at seven and at nine, leaving the grenadier, Luis Thomasin, in place of Casteluy below close by the door and retired to the guard room to be relieved there of his arms, leaving the door well closed with the key that the principal of the guard holds. Questioned if he knew by which way the prisoners escaped? He said he did not know by which way they got out. The jailer had gone to Church with his sister-in-law and came to the prison at half past seven, at which time having examined it he went out saying the prisoners had gone. Questioned if he knew or had heard it said that the sentinel or other persons had helped the prisoners to escape? He said he had not heard anything. They could have escaped by the mud wall of the prison and that he had heard the corporal of the guard say to Moran that Noy's wife had said that Thomasin and Casteluy had carried money

to be guarded at her house, but he could not say that the grenadiers nor any other persons were bribed.

LUIS THOMASIN, soldier of the battalion of this place, said that he was the sentinel from seven to nine at night but as the order he had was to guard the "calabozo" he took care of this only and did not see Augraud and the Englishman leave but he did not pay careful attention. He saw the jailer open and close the gate and that he went upstairs with the Catalan, Noy, where the other prisoners were and the soldier, Peret. He judged they ate supper together. He can not give information of anything else.

JOSEPH CASTELBY (Casteluy), soldier of the battalion, said that he went on duty as sentinel at the calabozo, for below, at nine o'clock at night. He saw the jailer look everywhere for the prisoners whom he said were missing. He did not see them go out and he did not have charge of anything else than the calabozo. The chief opened the door of the prison with his key to place and remove the sentinel. There are two keys by which the prison is managed, one is in the hands of the chief of the guard for the handling of the soldiers and the other in the hands of the jailer for the custody of the prisoners.

FRANCISCO MORAN, corporal of grenadiers, declared he had heard it said that Noy's wife had talked to Antonio Gosson's wife, saying that her husband had been given money so as to let Augraud and the English Captain escape. Santiago Landrot delivered this money which was divided in the prison among Churiac, Noy and the sentinel, Luis Thomasin, and that the jailer's wife told her not to say this as it was against her husband. Questioned if he knew at what time they fled and if he had heard by what means? He answered it was between seven and eight at night as he had heard it said to the guards at the time it was said that the jailer was at supper in Peret, the artilleryman's room. The jailer had the keys across his knees. The Catalan, known as Noy, was in the room and took the keys from the jailer, who was half drunk, opened the door and let them go out. He also heard the jailer say that Casteluy, grenadier soldier, for whom Thomasin was changed, had been given six pesos.

FRANCISCA GAUDREIN, wife of ANTONIO GOSSON, declared she heard Noy's wife say that Santiago Landreau had given her 80 pesos, Thomasin had been given 16 and Casteluy 6, but she did not know by whom, so that they would give a hand to Pablo Augraud and Asa Daniels to help them to leave the prison. Questioned by what means did she discover that they had fled, at what hour, and where was her husband? She said she did not know by what way they escaped and that it was half past seven of the first of the current month while her husband was taking supper with the artilleryman, Peret.

November 6, Unzaga on Odoardo's advice rules: Let the arrest of Antonio Gosson be made and issue a writ of imprisonment against the two grenadier soldiers called Thomasin and Casteluy. Seize what is found of their property in the ordinary form, making it evident by the certificate of the warden that the prisoners are in his charge. Proceed to take their confessions. A marginal note stipulates that the writ which was ordered has been issued. On the same day, Francisco Munoz, warden, certifies that he holds the person of Antonio Gosson.

November 8, the confessions are taken before the Governor General and the Assessor, LUIS THOMASIN was the first to be called. He said he was born in Barcelona, aged twenty five, a bachelor, and a grenadier soldier by profession. The sergeant of the company ordered him put in prison and he does not know the cause of suspicion. He was questioned if he remembered making a declaration in these proceedings and if he wishes to make them a part of his confession. He said he remembered this declaration very well, it was read to him and he said it was as he had made it and affirmed and ratified it and asked to have it made a part of his confession. He was asked why he had said he did not know the cause of his imprisonment when in his declaration he said he was a sentinel from seven to nine o'clock at night at the time in which he abandoned his post and went to take supper with the jailer and other prisoners. He said this is false, he did not go to supper with the jailer and did not forsake his post, although it is true that in the afternoon he was upstairs in the prison visiting the artillery soldier, Peret, for a little while. Questioned how he wished to convince (the Court) that he did not see Augraud and the Englishman escape if they left when he was sentinel at the prison gate. It was to guard the calabozo that he was put in charge. He said he did not see any person other than the jailer when he entered and left. Questioned by whom and when was he given the 16 pesos. He answered, no one had given him money. What he had came to him from his company, which he spent in eating at Noy's house. He was asked if he had given Mrs. Noy any money to guard or if he owed her anything. He said no to both questions. Asked if he did not know it is a crime to free prisoners and was a greater one for him as he was obligated to guard them and not to let himself be bribed. He said he knew it was a crime but he had not concurred in it, besides he could not answer for anything but the custody of the calabozo. Other questions were put to him but to all he said he had answered all he knew. His confession was read to him and he said it was according to and as he had made it and that he affirmed and ratified it.

JOSEPH CASTELBY was the next to make his confession. He said he was born in Esparraguera in the Principality of Cataluña, aged thirty, a bachelor and grenadier soldier by profession. The sergeant of the company ordered him put in prison, and he

does not know the cause of suspicion. He said he remembered to have made a declaration in these proceedings and when this was read to him he said it was according and as he had deposed and that he affirmed and ratified it, and that he wished it to become a part of his confession. Questioned how could he say he did not know the cause of suspicion if at the time that Luis Thomasin was sentinel he with the witness went to supper with the jailer and other prisoners in artillerman Peret's room. He said when he began his sentinel duty at 9 o'clock at night, as he had declared, he went upstairs on hearing some noise, according to the order that he had to see if there was anything new so to be able to give a report of it. He found the jailer taking supper with Noy, Peret and Favre, he, the witness, took a piece of bread and a glass of wine and returned to his post. Asked how could he say the foregoing if at nine o'clock at night the supper was finished and the prisoners had fled. He answered the supper was still going on when he came on duty as sentinel and that he did not know if the prisoners had gone, as it was a quarter of an hour afterwards that the jailer reported the flight. Questioned if being a sentinel immediately at the door of the prison he did not see the prisoners when they left. He said no he did not see them because he was walking and that he had no other care than that of the calabozo. Asked if he received 6 pesos from Noy. He said this was false, on the contrary of the 5 pesos, which were still due him on his pay he gave 4 of them to Noy and there still remained 14 reales due, because Noy lent him and credited him when he went to drink at his house. Questioned if he did not know that it is a crime to free prisoners and that it is much more so for the witness who is obligated to guard them. He said he knew it is a crime but he was not implicated in it nor is he responsible for the prisoners in the calabozo. After further questioning, his confession was read to him word for word and was well understood by him and he said that it was according and as he had put it and he affirmed and ratified it.

ANTONIO GOSSON said he was born in Paris, aged thirty-six, married, his profession before was that of jailer, now in actuality he is nothing. He was made a prisoner by Captain Don Jacinto Panis, Adjutant Major of this place. The cause is for the part he took in letting the prisoners escape. He remembered to have made a declaration in these proceedings which he wishes read to him and made a part of his confession. When read he said it was according to and as he had deposed and he affirmed and ratified it. Questioned why at seven o'clock at night he did not have the prisoners locked up and why was he taking supper with the prisoners. He answered in this he had failed in his obligation. Questioned at what time he began and finished supper. He said on this night he began supper at seven which was late because he had gone to say his prayers to God

for the dead and that supper was finished at half past eight. Asked why he did not state that there were two keys to the prison. He answered that the Adjutant Major of the place knew very well that there were two keys and besides he did not think there would be any rogues who would do him this injury. Questioned if he did not know that neglect of the prisoners was a crime in the jailer and that he is responsible for their flight and that he should be punished for it. He said he knows that jailers are responsible, but that he tried to comply with his obligations in as much as it was his duty. Other questions were put to him but to all he said that he had told all he knew. His confession was read to him word for word and he affirmed and ratified it.

Filed here in the record is the writ of arrest for Luis Thomasin and Joseph Casteluy and its execution by Nicolas Fromentin.

November 10, 1773, Unzaga orders the records of the proceeding sent to the acting Contador of the Royal Treasury so that he may not reopen the matter within three days.

November 13, Martin Navarro, Treasurer Contador, ad interim having the functions of Fiscal of the Royal Treasury in the incidents (papers) that have been delivered to him on the investigation of the flight of Pablo Augraud and Asa Daniels, reports substantially as follows:

Proceeding with the solemnity of Justice he accuses civilly and criminally, Antonio Gosson, jailer, Luis Thomasin and Joseph Casteluy, soldiers of the regiment of this place, and from the results of the summary investigation places the crime against them. He prays His Lordship to declare them as criminals guilty malversation in their Ministry and in consequence condemn them to the penalty established by law, and besides they must give bond as is required for the right administration of justice.

It is well seen, says the Contador, that the Jailer, Gosson, was seduced by the Catalan Noy and invited to supper expressly in order that in the exhilaration of wine he might hang up the keys of the door which he seems to have succeeded in making him do, but drunkenness does not excuse Gosson and he requires that he be punished for his offense. He failed to fulfill his obligation by having accepted the invitation to supper. The jailer ought not to become familiar with the prisoners, a precaution which must be taken so as not to be suspected of corruption in the flight of prisoners. In place of having accepted the invitation he should have locked them up at seven o'clock at night. All prisoners without exception should be under lock and key.

Regarding the jailer's contention that there were two keys to the prison, one for the use of the troops and the

other in his charge, setting this forth after the deed can not profit him. There should not have been two keys nor should he have been in charge of the prisoners while this grave abuse existed.

Negligence and ignorance in those who have a ministry and who are considered capable of holding such, is guilt and must be punished under the penalty of the law (*Ley aquilia*). In the present case this would be the payment of costs with exile to which the principal criminals should be condemned.

The soldier, Luis Thomasin, was party to the crime, as he was within the prison as sentinel guarding the calabozo and so was in front of the door and could not help but see if anyone went out. The same may also be said against Casteluy.

This report of the Contador is sent to the interested parties.

On April 11, 1774, Francisco Broutin, acting as attorney for Antonio Gosson, a prisoner in the Royal Prison (where he was once jailer) in the proceedings over the flight of two prisoners while he was warden there, in answer to the accusation brought against him by the Fiscal, Martin Navarro, petitions Governor General Unzaga in merit of justice and equity to absolve him and give him his freedom from the charge against him. He pleads his innocence, claiming that the prisoners escaped by means of the keys held by the soldiers and not by those in his keeping. He asks to be shown commiseration, considering his innocence and the misery he has suffered by his long imprisonment. He has had to abandon his family, which is very large, and that they must maintain themselves as beggars. This is sent to the interested parties.

April 16, 1774, Manuel Perez, Lieutenant of the Battalion of Infantry, defends the two soldiers, Luis Thomasin and Joseph Castleby (Castleluy). He reviews the testimony given and sets forth their innocence and asks that they be absolved and set free.

Unzaga on Odoardo's advice orders the case to go on trial within nine common days, but this proceeding is never carried out. Immediately after, on April 18, the witnesses in the summary begin the ratification of their testimony. The first to do so is Rosario Geudice. Martin Navarro testifies that Juan Claudio Favre is absent without his whereabouts being known. Mariana Olivier, wife of Cunille, called Noy, ratifies her testimony as does Santiago Landreau (Landrot), Lorenzo Churiac, Pedro Simon, Francisco Moran, and Francisca Gaudrin, wife of Antonio Gosson.

April 22, 1774, Unzaga on Odoardo's advice renders the definitive sentence to this effect: After reviewing the suit officially prosecuted against Antonio Gosson, warden of the prison,

and the grenadiers, Luis Thomasin and Joseph Castleuy, over the escape of two prisoners, His Lordship says he must declare and does declare the exceptions of the two soldiers as well proven, but not so those of Gosson. In consequence of this he absolved and absolves them and in consideration that Gosson did not act from malice but from carelessness and inaptitude in letting the prisoners escape, he gives him for a punishment the time that he has been in prison and that at any time he may again be employed in an office that is worthy of confidence. He must pay the costs of these proceedings which will be taxed by the present escribano. Let the prisoners be set free by means of this sentence by which the case is definitively judged on the advice of the Assessor General.

The Contador of the Royal Treasury and the prisoners are notified of this sentence and the record ends here without a taxation of costs.

1773—November 3.
Santiago Livaudais, curator
of the Desilet minors, peti-
tions to rent a plantation
belonging to them.
 No. 2. 18 pp.

Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Andres Almon-
 ester.

This is done by auction, and after an adjudication, the same is annulled by consent and a new auction held.

indigo mill, kitchen, with thirty-nine negroes of all ages and sex. No bids are received.

December 13, the property is formally offered for rent by Don Doctor Cecilio Odoardo, Assessor, commissioned by the Governor General, standing at the doors of his office in the presence of the escribano, the curator and Dona Carlota Toucon, their tutrix. The property is called for a three-year lease by the public crier, but no bids were offered. It was put up again on the 20th with all conditions specified. Don Juan Desilet bids 100 pesos, Francisco Dreux 1123 pesos, Francois Enoul Livaudais 1223 pesos to be paid as stipulated in the conditions. As there were no further bids the lease was adjudicated to Francois Enoul Livaudais.

December 24, Juan B. Desilet, son of Antonio Desilet, contests the lease, saying it is prejudicial to the heirs. He offers to give 40 pesos more a year than the bid accepted, and ten-

Santiago Livaudais, as Curator, petitions for authority to offer at auction the lease of the property of the minors represented by him. The order directs the auction to be conducted under the supervision of the Assessor. On the same day the public crier calls the offer for the rental of the plantation belonging to the Desilet minors composed of 18 arpents front by 23 deep, surrounded by fences divided into four parts, situated four leagues distant from the city above on this side of the river, containing a house, warehouse,

ders bond as security. He asks that the adjudication to Mr. Livaudais be revoked and the lease be turned over to him, or else put up again at public auction. This is sent to the interested parties.

January 12, 1774, Enoul de Livaudais answers, agreeing to have the lease cancelled and his bond released as he has never taken possession of the property. The day following the curator agrees to the cancellation of the lease and asks to have it offered again at public auction under the same conditions. Unzaga rules on Odoardo's advice that the instance (suit) made by Juan Baptiste Desilet has place in justice and in consequence of it he must order and does order the offer of the lease of the plantation repeated, naming Monday the 17th of the current month for the call, and let the parties be notified. Assessor's fees 2 pesos. The conditions of the lease are called again and Juan Bautista Desilet bids 1263 pesos. Henrique Desprez bids 1300 pesos. Desilet bids 1342 pesos and the lease is adjudicated to him at that price. This act is signed by Doctor Odoardo, Widow Desillet, Jn. Bta. Desillet, Livaudais. Attested before Andres Almonester. The record ends here.

1773—November 10.
Intestate Succession of
Juana Catalina Pierre,
widow of Juan Bautista de
Gauvrit.
No. 49. 49 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

The record opens with a burial certificate of Catherine Pierre, native of Gray, France, dated September 30, 1773, which is followed by two notarial acts, the first dated October 30, by which Esteban Boré, curator ad lites for the minor children of Juan Bautista Destrehan, appoints Francisco Broutin as his attorney to represent his interests in all legal matters. The second is the act of appointment to curatorship on the death of Juan Bautista Destrehan on representation of Juan Bautista Honorato, Maria Isabel, less than 25; Pedro Marigny on representation of Juana Maria, Juan Luis, and Juan Noel Destrehan, minors less than 14, name as their curator ad lites, their brother-in-law, Juan Esteban Boré, by decree of the Governor General in this city on August 3, 1772.

Presenting these exhibits, Esteban Boré as curator ad lites to the Destrehan Minors, sets forth that Juana Catalina de Gauvrit, grandmother of his wife and of his minors, has died in his home as appears from the above certificate and as she has no other heirs than her Destrehan grandchildren, he asks an inventory and valuation be made of her estate. He names for his appraiser, Francisco Bijon, who must qualify. He further petitions that the escribanos of the Cabildo certify whether before them, Mrs. de Gauvrit has drawn up any testamentary

disposition. Petition granted. Juan B. Garic and Andres Almonester both certify that Juana Catalina de Gauvrit has left no will filed in their Archives.

November 12, Unzaga on Odoardo's advice rules: To appoint the appraiser named by the curator who must qualify. The other parties must name theirs with a warning to proceed with the nomination, reserving (the right) to name the day for this proceeding. Assessor's fees 10 reales. Francisco Bijon qualifies.

November 15, Esteban Boré states that according to the foregoing decree the other parties are ordered to name expert appraisers to put a valuation on Mrs. de Gauvrit's estate. In consideration that the deceased is also the grandmother of the wives of Nicolas Favre Daunoy, Mr. Marigny and Mr. Destrehan married to a daughter of Antonio Maxent and that they make their home on their plantation, he asks that they be notified of this decree by a writ of despatch. Petition granted. The writ is ordered, issued, and delivered by Nicolas Fromentin, deputy sheriff, who reports to the escribano that Carlos Favre Daunoy says he conforms to the appraiser already named. Mr. Marigny names for his part Guillermo Boisseau. Juan Honorato Destrehan, asked the deputy if he could make his answer (later).

November 25, Mr. Boré says having named his expert appraiser and the other parties having named Mr. Boisseau, he asks that the day for making the inventory be assigned. Unzaga on Odoardo's advice rules that Mr. Boisseau must be notified so as to accept and take oath. He appoints the 29th of the current month for the taking of the inventory which he entrusts to the Assessor. Mr. Boisseau qualifies and the inventory is begun at the deceased J. B. Destrehan's plantation on November 29, 1773, in the presence of Cecilio Odoardo, Esteban Boré, Carlos Daunoy, the appraisers, Francisco Bijon and Guillermo Boisseau, the escribano, Andres Almonester and Francisco Broutin, attorney for the curator. The estate consists of house furnishings, wearing apparel and slaves valued in all at 407 pesos, 4 reales. Signed: Doctor Odoardo, Favre Daunoy, Guillermo Boisseau, Francisco Bijon, Bore, Francisco Broutin, Andres Almonester. Among the papers was inventoried, the marriage contract of Juana Catalina, deceased, and Joachim de Gauvrit, a receipt given on account by the said Catalina upon the death of her husband, the sale of a house and lot belonging to her late husband, a receipt signed by Raguét in which it appears that Doña Catalina paid 190 livres on the costs of the house. A copy signed by Chantalou in which the sale of the de Gauvrit property appears. A copy signed by Chantalou in which is shown the division made of the de Gauvrit property by Doña Catalina. A final receipt between the Company of the Indies and Mr. de Gauvrit. These papers are all writ-

ten in French and are numbered from one to seven. All property remains in Mr. Bore's hands until the succession is settled.

December 10, Bore states that the inventory has been made, and asks that the heirs be ordered to abide by it and that His Lordship interpose his authority and judicial decree. This is ordered sent to the other interested parties. As Carlos Favre Daunoy, Juan Bautista Destrehan and Don Philippe Marigny are on their plantation, he asks that a writ of summons be issued for them to appear and be made acquainted with his foregoing petition. As the estate is of little value and the costs to settle this succession are great he asks that an attorney be named to approve these inventories. Petition granted and the writs of citation were ordered, issued and served by Nicolas Fromentin, deputy sheriff, who reports to the escribano that he served the writs on each one of the absent heirs. These in a separate declaration, viz., Philippe de Marigny for his wife, Marie Juana Destrehan; Juan Bautista Honore Destrehan, and Carlos Favre Daunoy, all appoint Leonardo Mazange to act as their attorney, who on December 14, states that he has examined the said inventories and has found nothing to contradict and petitions the Court to interpose its judicial decree. Unzaga on Odoardo's advice rules: That with the consent of all parties he approves the inventory and valuation of Mrs. de Gauvrit's estate and condemns the heirs to abide by it and that they deliver the records of the case sent to the minors' curator.

December 15, Bore asks for the sale of the property, to be called for public auction. The first, second and third calls are made December 15th, 18th and 22nd; January 10, 1744, Bore asks to have the day set for the auction. Unzaga on Odoardo's advice names the day following, when Assessor Cecilio Odoardo, commissioned by the Governor General, standing in the doors of the public office in the presence of Francisco Broutin, Esteban Bore and Leonardo Mazange, proceed to sell all the property left by Juana Catalina de Gauvrit. There were no bids and the effects were offered again on January 13, when Antonio Thomasin, Daniel Fagot, Juan Oro (Orou), Juan Durel bid 73 pesos cash. This with the consent of the curator was admitted. No other bids were offered so the effects were adjudicated to the forenamed parties.

January 18, Philippe de Marigny, Juan Bautista Destrehan and Carlos Favre Daunoy ask that Esteban Bore render an account and sworn statement. Petition granted. This the curator presents, filing the vouchers, among these is Father Dragobert's itemized bill for the funeral expenses.

THE RESUME

Assets	432	pesos	2	reales
Debts	100	"		
	<hr/>			
	332	"	2	

This is ordered sent to the other heirs. January 26, Esteban Bore complains that they have not answered him, and asks that they be declared in first default. The other interested heirs are cited to appear for the second hearing. Finally, on February 3, the Destrehan co-heirs answer that they find nothing to contradict in the account and sworn statement and ask that it be ordered approved. February 4, Unzaga on Odoardo's advice rules that with the consent of all parties he approves the account and sworn statement of the administration and settlement of the estate of Jeanne Catherine de Gauvrit and condemns and does condemn the heirs to abide by it and orders the escribano to make the division and partition and to tax the costs with an inclusion of 3 pesos assessor's fees for this.

The partition is made February 18, 1774, by Andres Almonester, whose resumé reads:

Body of the estate . . .	432	pesos	2	reales
Expenses caused	233	"	2	"
	<hr/>			
Remainder of the estate	199	"		

The liquid estate to be divided, therefore, is 199 pesos. The heirs receive as follows:

Philippe de Marigny, for his wife, Juana Maria Destrehan	33	p.	1	r.	11 $\frac{1}{3}$	m.
Carlos Favre Daunoy, for his wife, Maria Isabel Destrehan	"	"	"	"	"	"
Esteban Bore, for his wife, Juana Marguerita Destrehan	"	"	"	"	"	"
Juan Bautista Honore Destrehan	"	"	"	"	"	"
Esteban Bore, for Juan Luis Destrehan	"	"	"	"	"	"
Esteban Bore, for Juan Noel Destrehan	"	"	"	"	"	"

199 p.

Each heir in turn signs his receipt for his share, Philippe de Marigny on February 25th, Esteban Bore on March 9th, for his wife and her two minor brothers, Carlos Favre Daunoy on March 12th, and Juan Honore Destrehan on April 26th. The record ends here without a taxation of costs.

1773—November 23.

Official prosecution of Dionisio Braud, Regidor, for absenting himself after making application for the office of Regidor.

No. 12. 7 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Dionisio Braud was the official printer under D'abbadie, the last French governor of Louisiana, and under Aubry the troop commander who succeeded D'abbadie.

He was arrested by O'Reilly for printing the decrees of the Superior Council during the troubles with Ulloa and was exculpated on the ground that he was compelled to print these orders as a part of his official duty.

advise "me" (him) on the suitable decree. For this His Lordship provided, thus he ordered and signed. (Signed) Unzaga. Attested before Almonester.

The first witness called is Juan Joseph Duforest who declares under oath that he has heard it said that Dionisio Braud is in La Rochelle, France, and that he left the Province in a foreign ship during the month of May of this year. Since this time he has been missing from the city. He does not know positively on what ship but it must have been a foreign one as no Spanish vessel has sailed for France. Duforest is followed on the witness stand by Luis Boisdoré and Salmon Maline, who say they know Dionisio Braud and that he has been away since the month of May of this year. They know he has gone to France by the letters he has written to various persons in this city and among them Joseph Ducros and that he is now in La Rochelle. They do not know by what ship he sailed but they think it must have been some English one or by some of the Bayous.

Joseph Ducros testifies that it is true that Dionisio Braud has written him a letter from La Rochelle in July in which he said that because the ship in which he took passage to France was badly ballasted it caused him much fright and gave him a great aversion to navigation and made him take the resolution not to expose himself to the same danger again, considering that he is mortal and must give an account to God. He recommends that if the office of Regidor which His Majesty has had the grace to bestow is confirmed by the King, Our

Governor Unzaga declares that he has been informed by public rumor that Regidor Don Dionisio Braud is actually in France, having left the Province in a foreign ship without waiting for the permit which he had asked from His Majesty through the Governor General to go to Spain with honest intentions as he proposed. What he has done is a fraudulent act which makes him unworthy of any grace and requires the revocation of his appointment to the office of Regidor Depository of fines and the forfeiture thereof to the Royal Treasury. His Lordship orders that an investigation be made and witnesses summoned to give information and this done notify the Auditor of War and the Assessor General so that he may

Lord, let it be transmitted in due form to his wife, because he wishes to preserve this title honorably, considering that the grace conceded by the Prince must always be respected. This is all he can say upon this subject and he does not know by what ship he sailed for France.

January 13, 1774, Uzaga on Odoardo's advice rules: With the merits resulting from the foregoing, His Lordship says he must declare and did declare as vacant and in behalf of His Majesty, the office of Regidor of fines forfeited to the Royal Treasury, that Don Dionisio obtained. These proceedings will be prosecuted in a separate folio and by virtue of the crime which results against Braud, with his absence proven, he orders issued a writ of imprisonment and an embargo and sequestro of his property, summoning him according to the terms of law and done let the Contador be notified of it.

A marginal note states that the writ of imprisonment which was ordered has been issued and delivered to the deputy sheriff, and on January 14 Nicolas Fromentin in the presence of Salomon Mallines, Miguel Saint Eloy and Esteban de Quinones reports that he returns the writ of arrest which he could not serve and carry into execution as Dionisio Braud is absent in France. Immediately after he makes a second report that he went to the house in which Juana Lemelle, legitimate wife of Dionisio Braud, lives to place an embargo on his property in conformity to the writ issued but he could not find anything to seize. This is signed by Nicolas Fromentin and attested before Andres Almonester. The record ends here.

1773—November 24.
Pedro Saint Pe vs. Israel Salomon de Palacios.
 No. 15. 15 pp.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Andres Almonester.

To collect a bill.

fender for his absent opponent and that the slave be called for sale and the products of the said sale be used to pay his legitimate debt. He offers to give bond for the costs of this case. The Court orders the plaintiff to remodel his demand (petition) which he does on November 25th, asking that witnesses be called to answer the following questions.

1 Q. Do they not know Israel Salomon de Palacios and if the account presented is his and if he has commerce with the plaintiff and if this sum is due?

Plaintiff presents his bill dated Mobile, April 9, 1766, amounting to 2294 livres, 19 sols, 9 deniers, which he has been unable to collect because defendant is insolvent. There is in the public prison of this city a mulatto slave belonging to defendant and plaintiff asks to have him appraised and names for this office Mr. Saint Eloy. He asks the Court to appoint a de-

- 1 A. MAURICE CONWAY answers: He knows Israel Salomon de Palacios and that the account presented belongs to him and he knows there was much trade and commerce between defendant and plaintiff. Frequently he has seen him sign and for this reason knows his signature. He has not retired his account and he thinks the debt is still due.

JUAN JOSEPH DUFOREST answers: The only thing he knows and can say is that he recognizes the signature to be that of Israel de Palacios, for he has seen it many times when it passed through his hands and he thinks the one signed to the account presented is certainly his, and he recognizes it as the same that he is accustomed to make. For this reason he believes that he owes the amount contained in it.

NICOLAS FORSTALL answers that because of the knowledge he has of Israel Salomon de Palacios' signature he thinks without a doubt that the one shown on the account is his own and the one he is accustomed to make because of the many times he has seen it on different accounts and notes and for this reason he thinks that he owes the amount it contains.

JUAN SURAIRAY LARUE answers that he knows Israel Salomon Palacios and because of the intimate acquaintance he has of him it would appear that the signature to the account is the same as the others he has seen and he thinks that he owes the amount that it contains.

FRANCISCO BLACHE says he knows Israel Salomon de Palacios and thinks that the account presented is his and for this reason he judges the debt is due.

FRANCISCO CARRIERE says he knew Palacios very well at the time he was in Mobile but knows nothing more.

- 2 Q. Is it not true that he (Palacios) is absent in Pensacola and that he was accustomed to come to the city without presenting himself to the public and that it was not easy to be able to see him on these occasions?
- 2 A. Maurice Conway: Israel Salomon Palacios is absent in Pensacola and that he was accustomed to come to the city secretly according to what he has been told.

Duforest, Forstall and Larue know nothing about the matter.

Francisco Blache says that it is evident that Palacios is absent but he does not know where and can answer nothing to the rest of the question.

Francisco Carriere says it is evident that Palacios is absent and in Pensacola where he holds the office of butcher but he knows nothing more.

3 Q. Is it not true that there is a slave in the prison who has been gathered up for running away, a mulatto named Juan, a slave of Israel Salomon Palacios, and that he has sent a letter here asking that he be returned to him at Pensacola?

3 A. Conway says he does not know its contents except that Palacios has sent a letter, as he has been informed, to send him is negro who is in the prison.

Duforest, Forstall, Larue and Blache know nothing of the matter.

Carriere says it is evident that there is a mulatto named Juan belonging to Palacios in the prison of this city, that he knows him positively as he has seen him in Mobile guarding the herd of cattle for his master. This mulatto brought the witness on board of his ship, a sack of coffee that he had been charged to deliver to him, for this reason he knows the truth of what he has declared.

Reverend Father Ferdinando, Capuchin monk, whose oath and testimony reads a little differently from the other witnesses, is as follows:

In the city of New Orleans on the same day, month and year; the said Saintpee presented as a witness the Reverend Father Frey Ferdinando, Capuchin monk, of whom I, the escribano, in virtue of the commission conferred upon me received the oath which he made "in verbo sacerdotis tacto pectore" on the word of a priest touching his breast, according to law under charge of which he promised to speak the truth and examined upon the tenor of the questions contained in the foregoing petition, he answered as follows:

1 A. That it is true that he has known Israel Salomon de Palacios very well.

2 A. What he can say is that Palacios is absent in Pensacola.

3 A. It is true that in the public prison of this city there is a mulatto prisoner called Juan, who was known to belong to Mr. Rochon, who sold him to Mr. Patan or Paran and he in turn sold him to Mr. Salomon Palacios and that besides this the said mulatto has de-

clared that he actually at present belongs to the said Salomon Palacios and to have communicated it to witnesses and he answered that this is the truth under charge of his oath and he signed, to which I affirm.

(Signed) Fr. Ferdinand, Capuchin.

Before me, Andres Almonester.

November 29, Pedro Saintpee asks to have a value put upon the mulatto belonging to Palacios and names Miguel St. Eloy as his appraiser, as the testimony of his witnesses proves that Palacios is absent and that the slave belonging to him who is in the public prison be sold or adjudicated to him to pay the debt due him.

December 2, Unzaga on Odoardo's advice rules: With the merits that result from the foregoing information, His Lordship must and does name as defender for Israel Salomon de Palacios, Francisco Broutin, Public Attorney at the Cabildo, who must be notified for his acceptance and oath and done, send him a copy of the demand.

Broutin qualifies on the same day and on December 9 sets forth that his client owes nothing and that he has paid his bill. It is not possible that the plaintiff let seven years pass without entering suit to collect. On the contrary, the firm of Fournier and St. Pee owes Mr. Salomon de Palacios a much larger sum for various consignments of merchandise that they have sold for him subsequent to the account presented. He therefore asks that this demand be excluded and the plaintiff be condemned to pay all costs caused or to be caused. This is sent to plaintiff, who answers, saying he has proved his claim by the testimony of his witnesses and reiterates his plea to be paid with the value of the slave.

December 11, Broutin contests the claim for his client, saying that the plaintiff has not presented either a note or obligation, nothing but a bill for merchandise made in Mobile. St. Pe owes Mr. Palacios for goods delivered for a much larger amount. The accounts are with the defendant so he can not present the originals because of the distance from this city, but that he will produce them if granted the time necessary. He further asks that the escribano be recused because his clerk drew up plaintiff's proofs and this would prejudice defendant's case. He prays His Lordship to order named a procurador del numero (one of the official attorneys of the Cabildo) for the continuation of this lawsuit until its definitive judgment. The record ends here.

1773—December 3.

**Pedro Cadiz vs.
Francisco Blache.**

No. 14. 4 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

To collect a debt.

on Odoardo's advice orders was issued. The record ends here.

Plaintiff claims 24,836 livres which he has tried by various means to collect but has been unsuccessful. He asks defendant be ordered to verify the debt and as he cannot follow up this instance (suit) in person, he appoints Francisco Broutin to prosecute it for him to its definitive judgment. Francisco Blache verifies the debt. Broutin prays for execution, which Unzaga,

issued, and a marginal note says here.

December 6.

Henrique Voix vs. Balthazard de Villiers.

No. 25. 11 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

To collect a debt.

Henrique Voix presents an original note and bill and claims that defendant owes him 5190 livres, 18 sols, 3 deniers, which he asks to have verified. De Villiers acknowledges the debt, and execution issues and appraiser is appointed. This closes the record.

December 10.

**Henrique Desperez vs.
Gabriel Dubertrand.**

No. 24. 12 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

To collect a debt due his wife Magdalena Brazillier, widow by her first marriage of Francisco Duplanty to whose estate the debt is due.

Plaintiff, acting for his wife, presents certified copy of an act of sale and claims thereunder 800 hard pesos. He asks for a writ of execution against the defendant's estate to the extent of the debt, its one-tenth and costs. This petition is ordered sent to the Assessor and by him ordered remodeled. December 12, Henrique Desperez presents his marriage certificate dated December 10, 1773, in which Father Dagobert certifies that Henrique Desperez and Madelaine Brazilier,

Widow Duplanty, were married August 30, 1772. The plaintiff reiterates his plea for execution. Unzaga on Odoardo's advice, orders the writ to issue. It is entrusted to Nicolas Fromentin, deputy sheriff, to be put into execution, who reports to the escribano that Mr. Dubertrand paid the debt upon his demand. Desperez pleads that the debt having been paid, the suit should be dismissed and Dubertrand condemned to pay costs. The Court rules that with the consent of both parties the suit is dismissed and cancelled. Let the costs be taxed to be paid as they have agreed. The record ends here.

1773—December 17.
Intestate Succession of Catherine Landromy.
No. (none). 3 pp.
Court of Governor Unzaga.
Assessor, None named.
Escribano, Andres Almonester.

of minor children, has left no will on file.

Three tattered pages of what appears to be a succession. These consist of Unzaga's act officially announcing the death and ordering the succession opened. Almonester's certification to the death. The collection of the keys and certificates by Garic and Almonester that Catherine Landromy, mother

December 18.
Henrique Voix vs. Geneveva Lesassier.
No. 5. 5 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.
To collect a debt.

Plaintiff sues on a note and a bill for 113 livres which he has been unable to collect. He asks that the defendant be ordered to verify this obligation and a writ of summons, as Mrs. Lesassier makes her home on her plantation. Unzaga on Odoardo's advice, rules: "As it is prayed within three days." The record ends here.

December 18.
Francisco Desmazillieres vs. Carlos Lorraine, called Tarascon.
No. 7. 11 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

To have a mill repaired that he rented from the defendant.

carpentry work of the foundation of the mill, its galleries and all its body are rotten and unserviceable as appears from the examination made, the report of which he also presents, but it is not done in due form owing to the absence of Tarascon who lives on the other side of the Lake in English territory. He advised Mrs. Lorraine of conditions, who asked him not to do anything until the arrival of her husband, but seeing that the waters of the river were rising it was indispensable that the repairs be made promptly as he did not wish to lose all his crop. In order to set himself right he asks His Lordship to order another examination made. He appoints as his experts Mr. Prevost and Mr. Guillermo Deverges and asks that said Tarascon or his attorney name another for his part and also order that full repairs be

Francisco Desmazillieres, Captain of the battalion of Louisiana, presents a certified copy of an act of lease and sets forth that Carlos Lorraine, called Tarascon, curator ad bono to the Barre minors, rented him a plantation with a mill represented as in good condition. As he rented the mill on January 14 of the present year when the river was high, it was impossible to know if the mill was in good state or not, but after the waters receded it was found that all the

made promptly, that he will pay these on account for his rent and that afterwards they will be appraised by experts who will be named. He further states that he can not prosecute this suit so he appoints Francisco Broutin to continue it for him up to its definitive sentence. This petition and the exhibits are ordered sent to the Assessor who orders an examination of witnesses to prove Mr. Lorraine's absence.

December 26, Francisco Desmazellieres states that it will not be necessary to verify Mr. Lorraine's absence as he has arrived in the city. He asks that the examination for the repairs needed at the mill be ordered and to this effect he names Francisco Bijou for his expert and asks that the defendant name his. This is ordered sent to the other party who answers on January 10, 1774, saying that he and his opponent have come to an agreement, so he asks to have the suit dropped and a taxation of costs made. The record ends here.

1773—December 19.
Nicolas Longueval vs.
M. Lamorandier.
 No. 38. 5 pp.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Andres Almones-
 ter.

To collect a debt owed by a resident of Opelousas.

Plaintiff says defendant, a resident of Opelousas, owes him 588 livres, 6 sols, as appears from his note which he presents and asks to have verified. As his opponent lives outside of the city he asks that a despatch be sent to the Commander of the Post with a copy of the note authorizing him to summon Lamorandier to verify it and if it is proven that he owes the amount, order him to appoint an attorney in this city against whom these proceedings may be directed. Unzaga rules: Let the Commander proceed to the domicile of his (the plaintiff's) debtor.

January 18, 1774, Nicolas Longueval says that His Lordship has ordered the Commander of Opelousas to proceed to the house in which the said La Morandiere makes his home. In consideration that Commander Gabriel Fuselier de la Claire the said M. Lamorandiere and he are brothers-in-law, having married the three daughters of Madame Soileau, he asks a revocation of the decree and that a despatch be issued to the Commander with an inclosure of the note which he must verify and that he name an attorney to represent him in this city. Petition granted.

February 11, the plaintiff says that his opponent is in the city now and asks that he be ordered to verify the note. Petition granted. The record ends here.

A folder of the year 1773, containing no record, numbered "40" Court of Luis de Unzaga y Amezaga, Escribano Almones-

ter. The title reads: Proceedings brought by Maria Theresa Pinaud, Widow de Verges, to have the wreck of the St. Lawrence confirmed.

This ends the records for the year 1773.

(To be continued.)



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THE LOUISIANA HISTORICAL QUARTERLY

Vol. 10, No. 2

April, 1927

Documents Concerning Bienville's Lands in Louisiana, 1719-1737

*By Heloise H. Cruzat
With Introduction by the Editor*

Procedure for Sale of an American Vessel in New Orleans, 1803

Translated by Laura L. Porteous

Henry Miller Shreve: A Biography

By Caroline S. Pfaff

Major John B. Prados, a Confederate Officer

By James A. Renshaw

Editor's Chair—In Memoriam William Beer

By Henry P. Dart

Records of the Superior Council of Louisiana, XXXIV

By Heloise H. Cruzat

Index to the Spanish Judicial Records of Louisiana, XVII

By Laura L. Porteous

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DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1719-1737.

SECOND INSTALLMENT

Edict of the Council of State at Versailles August 10, 1728,
Annulling all Concessions on the Mississippi.

Editorial Introduction by Henry P. Dart.

VI.

In the first installment of these papers (January, 1927, Quarterly), we printed the documents covering the grants of land made by Governor Bienville to himself in 1719, concurred in by Hubert, the Ordonnateur of the Colony and Coadjutor of Bienville in the government. These grants received the tentative approval of the officers and directors of the Company of the Indies in Paris, but the Patent or Concession in due form was withheld while awaiting a survey and other procedure to be completed by Bienville. Until this was done and a proces-verbal of the whole was returned to Paris and approved there the grant was inchoate and subject to revocation.

The lands granted by Bienville to himself were in two parcels. One body began at the upper limits of New Orleans (that line being the present Bienville Street), running thence up the Mississippi River to the Choupitoulas (about where Southport now stands), and extending in the rear to the swamp. We have not been able to fix this rear boundary from the papers under examination, but the City part has always been assumed to be in the neighborhood of our present Broad Street. The other body of land was on the Algiers side of the river, exactly opposite old New Orleans, running from Pointe St. Antoine (the great point of Algiers) down the river for many miles.

At the date of these Bienville Grants, the Company of the Indies then in control of Louisiana, was bending every effort to people the Colony and as an inducement to colonists, the Company offered Concessions of free land to all who would undertake to settle on and cultivate the stipulated quantity covered by such grants. But in the Edict of 1728, it is made to appear that such free Concessions were not to be located near New Orleans. It is insisted on the contrary, that it was the intention to make grants there in small parcels to ex-soldiers or to settlers under semi-feudal conditions with the object of creating a body of retainers who would be subject to military duty in defense of New Orleans. The land policy of the Company is an interesting chapter in our early history and it is discussed by Martin and by Gayarre but without the fullness of detail the subject required, possibly because the documents were not before them or not accessible in Louisiana.

Some of the grants and the names of some of the grantees are given by these historians. It is very curious, however, that neither writer mentions the Bienville Grants, and of course, both ignore the controversy that resulted over them in Colonial Louisiana. The documents printed in the present installment show that a serious attack was made on the transaction and that the issue reached the highest court in France (the Council of State) and was decided against Bienville. Martin (I, 265) refers to this decision, the Edict of the King's Council of August 10, 1728, but he misinterprets the primary object of the decree and apparently was not informed upon the reasons given by the Council in support of the Edict. Gayarre (*Histoire*, I, 235 and *History* I, 391) follows Martin, literally using his words and throwing no additional light on the subject.

In order to show the condition of our knowledge regarding the decree of August 10, 1728, we copy the following from Martin (*History of Louisiana*, Original Edition, I, 265):

“A considerable number of negroes had been introduced, and land, which hitherto had been considered as of but little value, began to be regarded as of great relative importance. Much attention had not been paid to securing titles; much less to a compliance with the terms on which they had been granted. This began to create confusion, and confusion resulted in litigation; for the purpose of stopping this evil, in its

beginning, the King's Council published an edict on the 10th of August, 1728.

"All orders of the directors of the Company in France, issued to those in Louisiana, before the last of December, 1723, not presented to the latter and followed by possession and the required improvement, were annulled.

"Landholders were required to exhibit their titles, and to make a declaration of the quantity of land claimed and improved by them, to the senior member of the Superior Council, within a limited time, under the penalty of a fine of two hundred dollars, and in case of continued neglect, to comply with these requisites, the land was to be resumed and granted to others.

"Grants of more than twenty arpents in front, on either side of the Mississippi, below Bayou Manchac, were to be reduced to that front, except in cases, in which the whole front had been improved; it was thought necessary to have a denser population above and below the city, for its better protection and security.

"Lands theretofore granted, were required to be improved by one-third of the quantity in front being put in a state to be ploughed and cultivated; but the two chief officers of the Colony were authorized, on application, to make exceptions in favor of such landholders who, having large herds of cattle, kept their land in pasture.

"The depth of every grant was fixed at between twenty and one hundred arpents, according to its situation.

"The Company, as lords of all the land in the Province, were authorized to levy a quit rent of a sous (a cent) on every arpent, cultivated or not, and five livres on every negro, to enable it to build churches, glebes and hospitals.

"Grantees were restrained from alienating their land until they had made the requisite improvements.

"Hunting and fishing were permitted; provided no damage was done to plantations and enclosures, and no exclusive right thereto was to be granted.

"The Company was empowered to grant the right of patronage, to persons binding themselves to build and endow churches."

The Edict here translated and printed for the first time in Louisiana, gives us a new version of Bienville's transaction, and also opens up another interesting and hitherto unmentioned incident in our history. It has been generally accepted that all land granted by the Company of the Indies was in fee simple and without restriction. This was based on the clause in the Royal Concession to the Company of the West (afterwards named the Company of the Indies), usually called the Charter of the Company, dated August, 1717, that vested it with full power to give or convey the land of the Colony in such manner as it desired. The wording of Article 8¹ is:

"The Company is empowered to sell or alienate the lands of its Concession on such 'cens et rentes' that it may judge proper, even to grant them in fee simple (en franc aleu) without justice or seigneurie."²

In the Edict of 1728 it is said that the Company immediately construed this clause as not affecting a previous edict of the King, dated October 12, 1716, which provided for the reservation of certain parts of the domain to be held for settlement under the obligation of seigneurial service, and that it also construed its own grant as authority for disposing of lands under such service. That the Company had accordingly ordered:

"Sieur Hubert, charged with the administration of its affairs in the said country by its dispatch of September 25, 1717, not to place nor to give concessions 'en franc aleu' (allodium or fee simple³) from Manchac descending the River Saint Louis (Mississippi) to the sea but to distribute the lands to be found in the said extent of country in Concessions of two or three arpents front by sixty in depth to different families or laborers

¹The text of this Article of the Edict of Aug., 1717, is as follows: "Pourra la d'Compagnie vendre ou aliener les terres de sa Concession a tels cens et rentes quelle jugera a propos meme les accorder en franc alieu sans justice ny seigneurie."

²See text of original in Calendar of Documents, Publications La. Hist. Society, Vol. IV, pp. 43-61, 1908.

³All words in parenthesis inserted by the editor; words in black type are not underscored in the original text.

or soldiers who would wish to settle there. This provision having as its chief object to increase the plantations on both sides of the river above as well as below New Orleans in order to be able to gather if need be a sufficient number of men to defend the entrance of the Colony on the sea side."

The Edict says further that this reservation was contained in all Concessions granted by the Company to settlers,

"but the persons to whom the Company has entrusted the administration of its affairs in the said country have paid so little attention to the distribution of the lands that they allowed the greater number of individuals who had grants . . . to settle in the aforementioned lands positively reserved for small settlers and for the domain of the Company; that they even granted and took for themselves adjoining and opposite New Orleans considerable areas for which they surreptitiously obtained the said approval under the false pretext that these lands were continually flooded though this . . . was opposed to the conditions carried in the provisional orders."

Other findings of fact along the same line are set out in the preamble to the Edict, which in substance revokes all existing grants in the territory aforesaid and concludes with twenty articles establishing in favor of actual settlers a method of curing this disobedience of the original Edicts and of the aforesaid orders of the Company.

In 1737, while Bienville was serving as Royal Governor in Louisiana, he prepared a series of official certificates tending to show a contemporary compliance on his part with the letter and spirit of the findings of this Edict, and he submitted a mass of documents proving that he had before the Edict of 1728 settled both of his tracts with farmers, who stipulated quit rents and other obligations.⁴

With these documents Bienville submitted a brief or argument in which he admits that the effect of the Edict is to quash

⁴This subject has been discussed by Deller (*The Germans in Louisiana*) and a feature of the topic has been treated by Sonlat, *The History of the Title to the Jesuit Plantation*, *Publications La. Hist. Society*, Vol. 5, p. 5. See also J. J. O'Brien, S. J., *Sketch of the Expulsion of the Society of Jesus from Colonial Louisiana*, *Publications La. Hist. Society*, Vol. 9, p. 9.

and revoke his original grants and he now seeks to reopen the question and to obtain from the Council of State a ratification of the original grants. These documents will be printed in future installments of this series in the *Quarterly*, and we may leave the subject at this point with the statement that we have not so far found any evidence in our archives showing the action of the Council of State on this application of Bienville.

This Edict was also promptly attacked by D'Asfield and Bellisle owners of Chaouaches Concession and of Little Desert on other grounds and these documents will be printed hereafter.

We have said enough to show the very great value and importance of this Edict of 1728, both as to its bearing on the reputation of Bienville and in its relation to the history of the distribution of land in Louisiana under the regime of the Company of the Indies.

The Edict has been transcribed and translated by Heloise H. Cruzat with some supervision by the writer of this introduction.

Edict of the Council of State of August 10, 1728, Annuling All Concessions from Manchac to the Sea and Providing a Method of Re-establishing Titles Thereto.

I.

Translated by Heloise H. Cruzat

At Versailles, August 10, 1728

Decree Concerning the lands situated in Louisiana
Excerpt from the Registers of the Council of State.

On this that has been represented to the King by the Directors of the Company of the Indies, that since it pleased His Majesty to concede to said Company the Province of Louisiana, it has given with success that grows day by day, all its attention towards establishing the kind of agriculture in that country most useful to commerce, and to attract settlers have made them advances of provisions, utensils, negroes and other like assistance.

That with a view of inducing a larger number of families, French as well as strangers to settle there, it has granted in

⁵The Edict is here printed in paragraphs for the convenience of the readers. In the original text there is no such division. All words in parentheses inserted by the translator and the editor.

fee simple (en franc aleu) to different individuals large areas of lands proportioned on the number of persons they agreed to establish thereon for their account; that some (of these) sent to Louisiana the orders dispatched by the Directors of the Company to take possession of the said lands, but others have kept them until this day without having produced them in the said country.

That in these orders it is positively specified that they could not settle in places previously granted or reserved by the Company, in conformity with the decree of the Council of State of His Majesty, dated October 12th, 1716, concerning the distribution of lands in Louisiana in small portions, and also to form a private Domain in which it may establish quit-rents, rents and seigniorial duties (cens, rentes et devoires seigneuriaux) under the authority of the letters patent of His Majesty issued in the month of August, 1717; (that) it ordered Sieur Hubert charged with the administration of its affairs in the said country by its dispatch of September 25th, 1717, not to place nor to give grants (concessions) in fee simple (en franc aleu) from Manchac descending the River Saint Louis (the Mississippi) to the sea, but to distribute the lands to be found in the said extent of country in concessions (grants) of two or three arpents front by sixty in depth to different families, laborers and soldiers who would wish to settle there; this provision having as its chief object to create and multiply plantations on both sides of the River above as well as below New Orleans in order to be able to gather when needed a sufficient number of men to defend the entrance of the Colony on the sea side.

That with this purpose the Directors of the Company issued many provisional orders of concession according to which the Concessionnaires, among other things, are required to make their lands productive, or partly so, in six months, to pay the rights and seigniorial duties which shall be established, to have proces-verbaux drawn up of their taking possession describing the extent and limits of their lands, and to send these proces-verbaux with the said provisional orders to France, to be approved by the Company and letters of concession in due form to be dispatched thereunder.

That not only have none of the concessionnaires complied with these conditions but the persons to whom the Company

has intrusted the administration of its affairs in the said country have paid so little attention to the distribution of the lands that they allowed the greater number of individuals who had permission to take in fee simple (*en franc alleu*), to settle on the lands aforesaid explicitly and positively reserved for small settlers and for the Domain of the Company.

That they have even granted and taken for themselves immediately adjoining and opposite New Orleans considerable areas for which they surreptitiously obtained approval under the false pretense that these lands were continually flooded, though this taking was in conflict with the conditions carried in the provisional orders, which action gives the Company the right to refuse to the parties in question the letters of concession necessary to assure them the ownership of the said lands which they have thus usurped. They have not dared to draw up the *proces-verbaux* in which they are obliged to report on the situation and the extent and limits of the lands they possess in order to obtain the said letters of concession; in short, these possessors have submitted to no rule and have failed to comply with the essential formalities that would have assured their title and that of their neighbors and they find themselves in a confusion which would become an inexhaustible source of discussions with the Company and of suits between themselves should the situation be not quickly remedied.

That moreover the greater number of these same possessors have retained for a long time large bodies of land without clearing them and without seeming to have any other intention in keeping them than to sell or to despoil them to their profit. It would be dangerous to continue an abuse so injurious to the establishment of the Colony.

Therefore the Company has judged it necessary to enforce without delay an order that will quiet the settlers and preserve the rights granted by the letters patent of His Majesty of the month of August, 1717 (and) the Directors of the said Company have very humbly petitioned His Majesty to break and annul such of its orders dispatched prior to the end of 1723 for the distribution of lands, which it is found have not been produced in the said country nor put in execution there.

And furthermore to oblige the detainers (possessors) of lands to produce before the first Councillor of the Superior Council of the said Province the titles by which they possess

the said lands and to furnish accurate declarations thereon; to order (also the) reunion to the Domain of the Company all lands for which the pretended proprietors have not presented titles nor furnished any declaration, as also the abandoned lands;

To break and annul any order of concession of land which may have been granted in fee simple (*en franc aleu*) in the extent of the country on both sides of the River Saint Louis (Mississippi) from the rivulet of Manchac to the sea, by reducing to twenty arpents front by the ordinary depth, the concessions of greater extent of land which have been granted in the said extent of country and reuniting the surplus to the Domain of the Company.

To set a time to improve the lands by regulating the cases in which they would be reputed (to be improved) and ordering reunion to the Domain of the Company of the lands of the parties who will not conform thereto; to regulate the depth of the tracts which are and shall be conceded along the River.

To oblige all proprietors to have the limits of their lands marked in breadth as well as in length; to oblige them likewise to take out letters of concession in due form from the Company in the space of three years under penalty of reunion of the said lands to the Domain of the Company.

To authorize the said Company, as much as need shall be, to establish its seigniorial rights on the lands within the extent of country reserved by it for its Domain, for which rights it proposes lots and sales, the defaults, seizures and fines following the custom of Paris, the quit-rent of one sol of rent (*les cens d'un sol de rente*) per square arpent on improved or non-improved lands and 100 sols per negro head for support of cures, construction of churches, presbyteries and hospitals, to oblige the concessionnaires to get permission from the Company to sell the whole or part of their land; to permit the Company to concede land in the said Province of Louisiana in feudal tenure or seigniority (*en fief et seigneurie*) with high and low justice following rules established by the Custom of Paris, and this notwithstanding what is carried in the letters patent of His Majesty of the month of August, 1717.

To allow it likewise to concede the right of patronage of the Churches granted by the said letters patent; to declare hunting and fishing free throughout the Colony and finally to

order that the individuals who have obtained places in New Orleans be obligated to the formalities prescribed for the tenants of land and to build in a year on the said sites under penalty of reunion to the Domain of the Company.

His Majesty having considered, heard the report of Sieur Le Pelletier, ordinary Councillor of State of the Royal Council, Comptroller General of the finances, His Majesty being in his Council has ordered and does order what follows:

ART. 1st.

All orders despatched by the Directors of the Company of the Indies up to the end of the year 1723 to the Directors of the Colony of Louisiana to grant lands in the said Colony, that shall not have been presented in the said country and followed by possession in behalf of the persons to whom the grants were made, shall be null and void.

ART. 2d.

All those possessing lands and plantations in the said province shall be held to produce before the First Councillor of the Superior Council, whom His Majesty has appointed for this purpose, the orders of possession and titles by virtue of which they hold and possess them, together with copies of the said titles, and a declaration certified by them as true (showing) the quality of the said lands, the places where they are situated, and those which have been made productive. To wit, in six months from the day of registering of the present decree in the Superior Council of Louisiana, and of the publication of it there for those who are settled from Mancha(c) on both sides of the River Saint Louis (Mississippi) to the lower end of the said river, including New Orleans and its territory; and within a year for all other inhabitants. His Majesty however allows the said First Councillor to appoint in the different posts of the Colony such persons as he may judge proper to receive production of said titles and the said declarations.

ART. 3d.

The lands that have not been cleared nor made productive for which the proprietors shall not have presented the titles nor furnished copy of them together with declarations within the term above ordered shall be reunited to the Domain of the Company by virtue of the present decree, without need of any other,

and the said lands shall be conceded by them to other settlers to be enjoyed by them in full ownership.

ART. 4th.

The lands which shall have been made productive and afterwards abandoned shall likewise be reunited to the Domain of the Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by the said Company to other settlers to be enjoyed by them in full ownership.

ART. 5th.

The persons who shall have had concessions of land which they have cultivated (the titles) of which are not satisfactory at the presentation of the titles and at the declaration ordered by the present decree and within the terms mentioned, shall be condemned to 200 livres fine for the benefit of the Hospital of New Orleans, and on failure of the said proprietors to produce their titles, and to make said declarations, within six months after the judgment carrying the penalty of the said fine and notification of same, their lands and plantations shall be reunited to the Domain of the said Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by the said Company to other settlers to be enjoyed by them in full ownership.

ART. 6th.

Those who without concessions nor titles have established themselves on lands in the said Province shall be held in the delay carried by Art. 2 of the present decree to furnish to the said First Councillor or to those he will appoint an exact declaration of the lands they have cleared and made productive and of the quantity that they estimate may be needed for their establishment, and on failure of said individuals to satisfy this condition, the lands on which they are established shall be reunited to the Domain of the said Company by virtue of the present decree, without need of any other, and the said lands shall be conceded by it to other settlers to be enjoyed by them in full ownership.

ART. 7th.

His Majesty has cancelled and annulled all orders for concessions which may have been granted in fee simple (*en franc aleu*) on both sides of the River Saint Louis (Mississippi) from

Manchat(c) to the sea (and) orders that the titles be reported in the term prescribed by Art. 2 of the present decree, to be followed by new acts of concession with obligation of the quit-rents (redevances) which will be explained hereafter, to be despatched to the proprietors.

ART. 8th.

His Majesty has reduced to twenty arpents front by the ordinary depth all tracts of a greater extent which may have been conceded to each individual on both sides of the river from Manchat(c) to the sea, His Majesty ordering however, that those who shall have cleared over twenty arpents front by three at least in depth, be confirmed in the possession of the quantity of arpents cleared in front without anything being deducted from the ordinary depth and that the surplus of the said lands be reunited to the Domain of the Company by virtue of the present decree, without need of any other for the said lands thus reunited, to be distributed to other settlers who will enjoy them in full ownership. His Majesty also orders that the reductions of the said lands shall be made on the orders of the First Councillor in the Superior Council, whom His Majesty has authorized and does authorize to this end; which orders shall serve as titles to the proprietors of the said lands whilst awaiting their letters of concession that will have been despatched to them by the said Company.

ART. 9th.

The lands which individuals shall have taken possession of in the said expanse of country shall be made productive within three years beginning from the day of publication of the present decree, and those hereafter conceded shall be made productive within the term of four years counting from the date of the order despatched by the said Company or by its managers to the concessionnaires to take possession of the said lands and after expiration of these terms the land still unploughed shall be reunited to the Domain of the Company.

ART. 10th.

Each concession of land will be held productive when one-third of it shall have been cleared and in condition to be ploughed unless the Directors for the Company in Louisiana grant further delay according to the cases which will seem to them to be privileged (exceptional) ones, with the understanding however by

His Majesty, that the concessionnaires who live on their lands and who possess a sufficient number of cattle to use all their lands in grazing shall not be compelled to make other dispositions, and, that in this case, well verified, their concessions shall be considered productive.

ART. 11th.

The depth of all the lands possessed in the said extent of country shall be regulated according to their situation from twenty to one hundred arpents, and to be able to verify the condition of the concessionnaires in this regard, they will be held to place landmarks to establish the extent of their lands in breadth as well as in depth and to have proces-verbaux drawn up by a sworn surveyor in the presence of their neighbors who for this purpose shall be called to witness the fixing of the limits, so that the proces-verbaux shall be signed by the interested parties and remitted to the Registry of the Commission.

ART. 12th.

All owners of lands shall be obligated to take letters of concession in due form from the said Company, and to facilitate the execution of this the First Councillor of the Superior Council shall send to the said Company the duplicates of the orders he has rendered, whether it be to reduce the quantity of the lands that each settler owns or to validate the proces-verbal which they will have had drawn up of the situation constituting extent and limits of their lands, so that on these orders and proces-verbaux annexed, there will be sent by the Company letters of concession, which shall be remitted to those to whom they shall appertain after having been registered in the Registry of the Superior Council of the Province, and after the Concessionnaires have made their submission and agreed to execute the clauses and conditions carried in the said letters; and on failure by those who now own lands on both sides of the river, from Manchat(c) to the sea, to set themselves in condition within the term of two years counting from the day of publication of the present decree to obtain letters of concession from the said Company, they shall be prosecuted for the purpose of reuniting their lands to the Domain of the said Company, following the form prescribed by Art. 4 of the present decree, and in regard to those who possess lands beyond the said extent of country they will be likewise held to take letters of concession from the said Company in the term of four years.

ART. 13th.

The said Company in the extent of country it has reserved to itself for its individual seigniority, shall enjoy the rights of lots and sales, defaults, seizures and fines, following the Custom of Paris and of a quit-rent (cens) of one sol per square arpent throughout the whole extent of the land that each concessionnaire possesses even if this extent of country be not entirely cleared, which quit-rent will be paid only four years after the concessionnaire shall have taken possession of his land; and to enable the said Company to provide for the support of the Cures and Missionaries and for the construction of the Churches, Presbyteries and hospitals, His Majesty allows the said Company to raise annually at its desire 5 livres per negro (slave) head as it is established and practised in the other Colonies.

ART. 14th.

The Concessionnaires will not be able to surrender (abandon) the whole or part of the lands which have been ceded to them without permission from the Company, under penalty of nullification of the contracts, of restitution of the money (deniers), and of 500 livres of fine applicable to the Hospital of New Orleans, and to obtain the said permission, they will be obligated to show by a report in due form from the sworn surveyor that at least one-fifth of the land is cleared or has buildings thereon.

ART. 15th.

The said Company shall be able in the future to concede lands in the said Province and Colony of Louisiana above Manchac(c), in feudal tenure and seigniority (en fief et seigneurie) with high and low justice conformably to established rules following the Custom of Paris and this notwithstanding what is carried in the Letters Patent of the month of August, 1717.

ART. 16th.

Also the said Company shall be able to concede the right of Patronage of Churches, granted to it by the Letters Patent, to the individuals it may deem proper, on condition that they construct parochial churches and that they provide for the maintenance and support of the Curés whom they will there establish.

ART. 17th.

His Majesty declares, hunting of all kinds and fishing in the rivers, lakes and ponds free in the Province of Louisiana,

without any resident nor other person of any quality or condition whatever, under pretext of seigniority or otherwise being able to appropriate it to themselves to the exclusion of others.

ART 18th.

Nevertheless, His Majesty prohibits hunting in places surrounded and closed and on lands sowed with any grain or plants whatever until the crop has been gathered.

ART. 19th.

All individuals possessing sites in New Orleans on which they have built or on which they have done nothing shall be held to conform for the said places to what has been ruled, by the present decree, concerning these lands under the penalties therein carried, His Majesty intending that they produce their titles of possession, that they make their declarations, that they take letters of concession from the said Company, that they be subjected to lots and sales and to the levy of 5 livres per negro head and that they obligate themselves to build thereon under penalty of reunion of the said places to the Domain of the Company.

ART. 20th.

His Majesty orders the Commandant General of the Province and Colony of Louisiana and the persons constituting the Superior Council of the said Province to register the present decree in the Registry of the said Council, to have it read, published and posted so that none may pretend ignorance of same, and to enforce its execution by right of law, notwithstanding all oppositions which might be made thereto.

Done in the Council of State of the King, His Majesty being present, held at Versailles August 10th, 1728.

Signed: Phelipeaux.

(To be continued in July.)

Original Text of Foregoing Translation*Translated by Heloise H. Cruzat.*

Livre des Concessions.

P. 214.

**COMPAGNIE DES INDES OCCIDENTALES
1728.**

1728.

ARREST concernant les terres
situées à la Louisiane.

A versailles 10 Aoust 1728

Extrait des Régistres du
Conseil d'Etat.

Sur ce qui a été représenté au Roy par les Directeurs de la Compagnie des Indes, que depuis qu'il a plu à la dite Compagnie la Province de la Louisianne, elle auroit donné avec un succes qui augmente de jour en jour tous ses soins pour établir dans le dit pays les cultures les plus utiles au commerce, et pour en multiplier les habitans en leur accordant les avances de vivres, d'ustensiles, de nègres, et tous les secours qui pouroient dependre d'elle, que dans la vue d'engager un plus grand nombre de familles tant françoises qu'étrangères à s'y établir, elle auroit concédé en franc aleu à differens particuliers des étendues considérables de terres à proportion du nombre de personnes qu'ils se proposoient d'y établir pour leur compte, que les uns ont envoyés à la Louisiane les ordres expédiés par les Directeurs de la Compagnie pour prendre possession des dites terres, mais que les autres ont gardé jusqu'à present sans les avoir représentés audit pais, que dansces ordres elle auroit expressément apécifié qu'ils ne pourroient se placer dans des lieux déjà concédés ou réservés par la dite Compagnie, parce que tant pour se conformer à l'arrest du Conseil d'Etat de Sa Majesté du 12 Octobre 1716 concernant la distribution des terres de la Louisianne par petites portions que pour se faire un Domaine particulier dans l'étendue duquel elle peut établir des cens, rentes et devoirs seigneuriaux en vertu des lettres patentes de Sa Majeste de mois d'Aoust 1717, elle auroit ordonné au Sieur Hubert chargé de la Régie de ses affaires audit pais par sa dépêche du 25 Septembre 1717 de ne point placer ny donner des concessions en franc aleu depuis Mancha (Manchac) en descendant le fleuve Saint louis jusqu'à la mer, mais de distribuer les terres qui se trouveront dans la dite étendue de pais

par concessions de deux ou trois arpens de front sur soixante de profondeur aux différentes familles ouvriers et soldats qui voudroient s'y établir, cette disposition ayant pour principal objet de parvenir à multiplier les habitations des deux costés du fleuve tant au dessus qu'au dessous de la Nouvelle Orleans afin de pouvoir y rassembler au besoin un nombre d'hommes suffisant pour deffendre l'entrée de la Colonie du costé de la mer, qu'en conséquence il auroit été expédié par les Directeurs pour la Compagnie dudit pais plusieurs ordres provisionnels de concession suivant lesquels les concessionnaires sont entre autres choses assujettis à mettre en valeur leurs terrains ou partie d'yeux dans six mois à payer les droits et devoirs seigneuriaux qui seront établis, à faire dresser des procès verbaux de prise de possession, contenant l'étendue et les bornes de leurs terrains et à envoyer ces procès verbaux avec les dits ordres provisionnels à la dite Compagnie en France pour sur iceux leur estre expédié par elle des lettres de concessions en forme, que non seulement aucuns de ces concessionnaires n'ont satisfait à ces conditions mais que les gens ausquels la Compagnie auroit confié l'administration de ses affaires audit pais ont en si peu d'attention à la distribution des terres, qu'ils ont souffert que la pluspart des particuliers qui ont eu la permission d'entreprendre en franc aleu se soient placés dans le terrain cy dessus expliqué et expressément réservé pour de petits habitans et pour le Domaine de la Compagnie, que même ils en ont accordé et pris pour eux immédiatement attendant et vis à vis de la Nouvelle Orleans des étendues très considérables dont ils auroient surpris de la dite l'approbation sous le faux prétexte que ces terres étoient continuellement noyées, quoy que cette entreprise fût formellement contraire aux conditions portées par les ordres provisionels, lesquels mettent la Compagnie en droit de refuser aux particuliers les lettres de concession nécessaires pour leur assurer la propriété des dites terres dont ils se sont rendus usurpateurs; ils n'ont osé faire dresser les procès verbaux qu'ils sont obligés de rapporter de la situation, et de l'étendue et des bornes des terres qu'ils possèdent pour obtenir les dites lettres de concession en sorte que ces detenteurs ne s'étant asujettis à aucune règle et ayant méprisé les formalités essentielles qui pourroient assurer leur état et celui de leurs voisins ils se trouvent dans une confusion qui deviendroit une source inépuisable de discussions avec la Compagnie et de proces entre eux s'il n' y étoit incessamment pour-

vu; qu'en outre la pluspart de ces mêmes détenteurs retenant depuis longtemps de grandes étendues de terre sans les défricher et sans qu'ils paroissent avoir d'autre dessein en les gardant que de les vendre ou de les dégrader à leur profit il seroit dangereux de souffrir un abus si contraire à l'établissement de la colonie, c'est pourquoy la dite Compagnie ayant jugé nécessaire d'aporter promptement l'ordre convenable à la tranquillité des habitans et à la conservation des droits à elle accordés par les lettres patentes de Sa Majesté du mois d'Aoust 1717, les Directeurs de la dite Compagnie auroient très humblement supplié Sa Majeste de casser et annuler ceux des ordres expédiés jusqu'à la fin de l'aunée 1723 pour la distribution des terres lesquels ne se trouveront pas avoir été représentés au dit pais ny mis en exécution d'obliger tous détenteurs de terre à représenter par devant le premier conseiller au Conseil Supérieur de la dite Province, les titres desquels ils possèdent les dites terres et en fournir des déclarations exactes, d'ordonner la réunion au Domaine de la Compagnie des terres dont les prétendus propriétaires n'auront pas représenté les titres ny fourny de déclaration, ainsy que des terres abandonnées, de casser et annuler tous ordre de concession de terre qui auroit pu estre accordé en franc aleu dans l'étendue de pais qui se trouve des deux costés du fleuve Saint Louis depuis le ruisseau de Mancha (Manchac) jusqu'à la mer en reduisant à vingt arpens de front sur la profondeur ordinaire, les concessions de plus grande étendue de terre qui auroient été accordée dons la dite étendue de pais et réunissant le surplus au Domaine de la Compagnie de fixer un temps pour mettre les terres en valeur en réglant les cas ou elles seroient réputées telles, et ordonnant la réunion au Domaine de la Compagnie des terres des particuliers qui ne s'y conformeront pas, de régler les profondeurs des terrains qui sont et seront concédés le long du fleuve, d'obliger tous propriétaires de faire borner leurs terrains tant en largeur qu'en profondeur, de les obliger pareillement à prendre des lettres de concession en forme de la Compagnie dans le terme de trois ans à peine de réunion des dites terres au Domaine de la Compagnie, d'autoriser la dite Compagnie autant que besoin est à établir ses droits seigneuriaux sur les terres enclavées dans l'étendue de pais par elle réservé pour son Domaine pour les quels droits elle se propose les lots et ventes, les deffauts, saisies et amendes suivant la coutume de Paris, les cens d'un sol de rente par arpens quarré sur les terres en valeur ou non de valeur,

et 100^s par tête de noir pour entretenir des curés, constructions d'Eglises, presbyteres et hopitaux, d'obliger les concessionnaires à prendre des permissions de la Compagnie pour vendre le tout ou partie de leurs terres, de permettre à la dite Compagnie de concéder des terres dans la dite Province de la Louisianne en fief et seigneurie avec moyenne et basse justice suivant les règles établies par la coutume de Paris et ce nonobstante ce qui est porté par les lettres patentes de Sa Majesté du mois d'Aoust 1717, de luy permettre pareillement de concéder le droit de patronage des Eglises à elle accordé par les dites lettres patentes, déclarer la chasse et la pêche libres dans toute la colonie et enfin d'ordonner que les particuliers qui ont obtenu des places en la Nouvelle Orleans seront obligés aux formalités prescrites pour les tenanciers de terre et de bâtir dans un an sur les dites places à peine de réunion au Domaine de la Compagnie à quoy Sa Majesté ayant égard, oüy le rapport du Sieur Le Pelletier Conseiller d'Etat ordinaire et au Conseil Royal, Controlleur Général des finances, Sa Majesté estant en son Conseil a ordonné et ordonne ce qui suit :

ART. 1^{er}.

Tous les ordres expédiés par les Directeurs de la Compagnie des Indes jusqu'à la fin l'année 1723 aux Directeurs de la Colonie de la Louisianne pour accorder des terres dans la dite Colonie, les quels n'auront pas été représentés audit pais et pour les quels il n'y aura eu aucune prise de possession de la part des particuliers a qui ils ont été accordés, seront nuls et de nul effet.

ART. 2^{eme}.

Tous ceux qui possèdent des terrains et habitations dans la dite Province, seront tenus de représenter par devant le premier Conseiller du Conseil Supérieur que Sa Majesté a commis à cet effet, les ordres de commission et titres en vertu des quels ils les possèdent, ensemble de fournir copie des dits titres, et une declaration certifiée d'eux véritable de la qualité des dites terres, des endroits où elles sont situées et de celles qu'ils ont mis en valeur. Scavoir dans six mois du jour de l'enregistrement du présent arrest au Conseil Supérieur de la Louisianne et de la publication d'iceluy, pour ceux qui habitent depuis Mancha (c) des deux côtés du fleuve Saint Louis jusqu'au bas du dit fleuve y compris la Nouvelle Orleans et son territoire, et dans un an pour tous les autres habitans, permet néanmoins Sa Majesté au

dit premier Conseiller de commettre dans les differents postes de la Colonie, telles personnes qu'ils jugeront à propos pour recevoir la représentation des dits titres et les dites déclarations.

ART. 3^e.

Les terres qui n'auront point été défrichées ny mises en valeur dont les propriétaires n'auront point représenté les titres, ny fourny copie d'iceux ensemble les déclarations dans les termes cy devant ordonné seront réunies au Domaine de la dite Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre et les dites terres seront par elle concédées à d'autres habitans pour en jouir par eux en toute propriété.

ART 4.

Les terres qui auront été mises en valeur et ensuite abandonnées seront pareillement réunies au Domaine de la Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, et les dites terres seront concédées par la dite Compagnie à d'autres habitans pour en jouir par eux en toute propriété.

ART. 5^e.

Les particuliers qui auront des concessions de terres qu'ils auront mises en valeur lesquels ne satisferont pas à la représentation des titres et à la déclaration ordonné par le présent arrest et dans les termes mentionnez, seront condamnés 200 L. d'amende au profit de l'hôpital de la Nouvelle Orléans et faute par les dits propriétaires six mois après le jugement portant condamnation de la dite amende et signification d'iceluy de représenter leurs titres et faire les dites déclarations leurs terres et habitations seront réunies au Domaine de la dite Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, et les dites terres seront concédées par la dite Compagnie à d'autres habitans pour en jouir par eux en toute propriété.

ART. 6^e.

Ceux qui sans concessions ny titres se sont établis sur des terrains dans la dite Province, seront tenus dans les delais portés par l'art. 2 du présent arrest de fournir audit premier Conseiller ou à ceux qu'il commettra une déclaration exacte des terres qu'ils y ont deffrichés et mises en valeur, et de la quantité de celles dont ils estiment avoir besoin pour former leur établissement, et faute par les dits particuliers d'y satisfaire, les terrains sur lesquels ils seront établis seront réunis au Domaine de la dite Com-

pagnie en vertu du présent arrest et sans qu'il en soit besoin d'autre, et les dites terres serons concédées par elle à d'autres habitans pour en jouir par eux en toute propriété.

ART. 7^e.

Sa Majesté à cassé et annullé tout ordre de concessions qui auroit pû avoir ete accordé en franc aleu des deux costés du fleuve Saint Louis depuis Mancha (c) jusqu'à la mer, ordonne que les titres en seront raportés dans le terme prescrit par l'art. 2 du présent arrest pour estre ensuite expédié aux propriétaires de nouveaux actes de concession a la charge des redevances qui seront cy après expliquées.

ART. 8^e.

Sa Majeste a reduit a vingt arpens de front sur la profondeur ordinaire les terrains d'une plus grande etendue qui pourroient avoir ete concedes a chaque particulier des deux costés du fleuve depuis Mancha (c) jusqu'à la mer, veut cependant Sa Majesté que ceux qui auront défrichés plus de vingt arpens de front sur trois arpens au moins de profondeur, soient confirmés dans la possession de la quantité d'arpens de front défrichés sans qu'il leur soit rien retranché de la profondeur ordinaire et que le surplus des dites terres soit réuni au Domaine de la Compagnie en vertu du présent arrest sans qu'il en soit besoin d'autre, pour estre les dites terres ainsy réunies distribuées à d'autres habitans qui en jouiront en toute propriété, veut aussy Sa Majesté que les reductions des dites terres soient faites sur les ordonnances du premier conseiller du Conseil Supérieur de la Louisianne que Sa Majesté a commis et commet pour cet effet, lesquelles ordonnances serviront de titres aux propriétaires des dites terres en attendant qu'il leur ait été expédié des lettres de concession par la dite Compagnie.

ART. 9^e.

Les terres dont les particuliers auront pris possession dans la dite étendue de pais seront mises en valeur dans les trois ans à compter du jour de la publication du présent arrest, et celles qui seront dorénavant concédées seront mises en valeur dans le terme de quatre ans à compter du jour de la date de l'ordre qui sera expédiée par la dite Compagnie ou par ses préposés aux concessionnaires pour prendre possession des dites terres, et après ces termes expirés les terrains qui se trouveront encore en friche seront réunis au Domaine de la Compagnie.

ART. 10^e.

Chaque concession de terre sera censée en valeur losque le tiers se trouvera défriché et en état d'être laboure sauf aux Directeurs pour la Compagnie de la Louisiane d'accorder un nouveau delay suivant les cas qui leur paroiteront privilégiés, entend néanmoins Sa Majesté que les concessionnaires qui habiteront sur leur terrain et qui se trouveront possesseurs d'un nombre de bestiaux suffisant pour employer toutes leurs terres en herbages, ne soient point contraints d'en faire d'autres dispositions, et que dans ce cas bien vériffié leurs concessions soient réputées se trouver en valeur.

ART. 11^e.

Les profondeurs de toutes les terres possédées dons la dite etendue de pais seront réglées suivant la situation des lieux depuis vingt jusqu'a cent arpens, et pour constater l'état des concessionnaires à cet égard ils seront tenus de placer des bornes qui fixent l'étendue de leur terrain tant en largeur qu'en profondeur et d'en faire dresser des procès verbaux par un arpenteur juré en presence de leurs voisins qui seront pour cet effet appellé à l'apposition des bornes pour estre les dits procès verbaux qui seront signés par les parties intéressées remis au Greffe de la Commission.

ART. 12^e.

Tous possesseurs de terres seront obligés de prendre des lettres de concession en forme de la dite Compagnie et pour leur en faciliter les moyens le premier conseiller au Conseil Supérieur enverra à la dite Compagnie les doubles des ordonnances qu'il aura rendues, soit pour réduire la quantité des terres que chaque habitant possedera, soit pour valider les procès verbaux qu'ils auront fait dresser de la situation, concistance, étendue et bornes de leurs terres afin que sur ces ordonnances et procès verbaux y jointes, il soit expédié par la dite Compagnie des lettres de concession qui seront remises à ceux qu'il appartiendra après avoir été régistrées au Greffe du Conseil Supérieur de la Province et y avoir fait par eux leur soumission d'exécuter les clauses et conditions qui seront portées par les dites lettres, et faute par ceux qui possèdent actuellement des terres des deux costés du fleuve depuis Mancha (c) jusqu'à la mer de se mettre en etat dans le terme de deux ans à compter du jour de la publication du présent arrest, d'obtenir des lettres de concession de la dite compagnie, ils seront poursuivis aux fins de réunion de leur terre au

Domaine de la dite Compagnie, suivant la forme prescrite par l'art. 4 du présent arrest, et à l'égard de ceux qui possèdent des terres hors de la dite etendue de pais ils seront pareillement tenus de prendre des lettres de concession de la dite Compagnie dans le terme de quatre ans.

ART. 13^e.

Jouira la dite Compagnie dans l'étenrue de pais qu'elle s'est réservée pour sa seigneurie particulière, des droits de lots et ventes, deffauts, saisies et amendes, suivant la coutume de Paris et d'un cens d'un sol de rente par arpent en quarré sur toute l'étendue de terre que chaque concessionnaire possédera quand bien même cette étendue de terre ne seroit pas entièrement défrichée, lequel cens ne sera payé que quatre ans après que le concessionnaire aura pris possession de son terrain, et pour mettre la dite Compagnie en état de pourvoir à l'entretien des curés et Missionnaires et à la construction des Eglises, Presbitères et hôpitaux, permet Sa Majesté à la dite Compagnie de lever a son profit annuellement 5 L. per tête de noir ainsy qu'il est éably et pratique dans les autres colonies.

ART. 14^e.

Les concessionnaires ne pourront rendre le tout ou partie des terres qui leur ont ete concédées sans permission de la Compagnie à peine de nullité des contrats, de restitution des deniers et de 500 L. d'amende aplicable à l'hôpital de la Nouvelle Orleans, et pour obtenir la dite permission, ils seront obligés de faire aparoitre par un raport en bonne forme de l'arpenteur juré qu'ly y a au moins le cinquieme des terres défrichées ou des bâtimens dessus.

ART. 15^e.

La dite Compagnie pourra à l'avenir concéder des terres dans la dite Province et colonie de la Louisianne au dessus de Mancha (c), en fief et seigneurie avec moyenne et basse justice conformément aux règles établies suivant la coutume de Paris et ce nonobstant ce qui est porté par les lettres patentes du mois d'Aoust 1717.

ART. 16^e.

Pourra aussy la dite Compagnie concéder le droit de Patronage des Eglises à elle accorde par les dites lettres patentes aux particuliers qu'elle jugera à propos, à condition par eux de con-

struire des Eglises paroissiales et de pourvoir à la subsistance et entretien des curés qu'ils y établiront.

ART. 17^e.

Declare Sa Majesté la chasse de toute espèce ainsy que la pêche des rivières, lacs et étangs, libres dans la Province de la Louisianne sans qu'aucun habitant ny autre personne de quelque qualité et condition que ce soit, sous pretexte de seigneurie ou autrement puisse se l'attribuer à l'exclusion des autres.

ART. 18^e.

Deffend néanmoins Sa Majesté de chasser dans les lieux clos et fermés et sur les terres ensemencées de quelques grains et de quelques plantes que ce puisse estre jusqu'à ce que la recolte en soit faite.

ART. 19^e.

Tous particuliers qui possèdent des places à la Nouvelle Orleans, soit qu'ils ayent baty dessus, soit qu'ils n'y ayent rien fait, seront tenus de se conformer pour les dites places à ce qui est réglé par le present arrest, à l'égard des terres sous les peines y portées, voulant Sa Majesté qu'ils représentent leurs titres de possession, qu'ils fassent leurs declarations, qu'ils soient assujettis aux lots et ventes et à la levée de 5 L. par tête de nègres et qu'ils s'obligent de bâtir sur leurs places à peine de réunion des dites places au Domaine de la Compagnie.

ART. 20^e.

Ordonne Sa Majesté au Commandant Général de la Province et colonie de la Louisianne et aux gens tenant le Conseil Supérieur de la dite Province de faire enregistrer le présent arrest au Greffe du dit Conseil, de le faire lire, publier et afficher à ce que personne n'en puisse prétendre cause d'ignorance, et de tenir la main chacun en droit Loy à son execution nonobstant toutes les opp^{ns} qui pourroient y estre faites.

Fait au Conseil d'Etat du Roy, Sa Majesté estant, tenu à Versailles le 10 Aoust 1738.

Signe: Phelipeaux.

**PROCEDURE TO OBTAIN THE SPANISH INTENDANT'S
CONSENT TO THE PRIVATE SALE OF AN AMERICAN
VESSEL IN NEW ORLEANS, 1803**

Transcribed and translated by Laura L. Porteous

From the original in the Cabildo Records, New Orleans.

The Brig John and Mary, from Charleston, South Carolina, was sold in New Orleans in April, 1803, by John Purvis, agent of William Purvis, his brother, under a written procuration. The governmental formalities preceding the sale are set out in the following papers.

I.

Translation

In the year 1803
Don Joseph Purvis petitions
for permission to sell the Brigantine,
John and Mary.
In the Intendant's Court
No. 74.

To the Señor Intendant General.

Don Joseph Purvis, Captain of the American Brigantine, named "The John and Mary," with due respect declares to Your Lordship that in accordance with the attached procuration, his brother, William Purvis, owner of the said brigantine, has given him the authority to sell same and finding in this city, Don Juan Francisco Merieult who wishes to buy it, he petitions that Your Lordship be pleased to permit him to do so duty free as others have hitherto done (as may be) verified. He hopes to receive grace from Your Lordship.

New Orleans, April 29, 1803.

(Signed) J. Purvis.

New Orleans, as above.

Notify the General Administration of Revenues.

by

(Signed) Morales.

Before me
Carlos Ximenes.

To the Señor Intendant General.

In accordance with the grace dispensed by His Majesty by Royal Order of June 9th, 1793, it has been permitted in this Administration for Spaniards or Colonials to buy foreign ships in this Port duty free, the vendors proving the authorization which they hold to verify it, and the purchasers subjected to a declaration under the sacredness of an oath that they are not concealers of foreign property until such time as their respective debts have been satisfied for one and the other parties. The Administration is of an opinion that Your Lordship may grant the request of the petitioner and order the document to be drawn up in due form in this office if it is evident that all that had been performed for the naturalization which is treated of in these proceedings is for all time. However, Your Lordship will determine what may be your pleasure. New Orleans, April 30, 1803.

(Signed) Jose Antonio
de Hoa.

New Orleans, April 30, 1803.

For The State Treasurer.

(Signed) Morales.

Before me
Carlos Ximenes.

The State Treasurer of the Royal Exchequer in view of the petition which has been given to him made by Don Joseph Purvis asking permission to sell the American Brigantine, "The John and Mary," says: that in consequence of the Documents which have been translated in this proceeding it is found that the petitioner is sufficiently authorized by the owner, Don Guillermo Purvis of the Mart of Charleston, to pass the said act (of sale). It seems to the Treasurer that Your Lordship may, if it should please you, permit it in the terms proposed by the Administration of Revenues. The Tribunal, however, will decide what may be in accordance with justice which the Treasurer asks. New Orleans, April thirtieth of one thousand eight hundred and three.

(Signed) Gilberto Leonard.

Taxed ten reales.

Whereas: Let the sale be verified without custom-house duties, of the American Brigantine called "The John

Procedure to Obtain Consent to Sale of American Brig 187

and Mary," previous to which the purchaser must declare that he does not lend his name to cover foreign ownership and let the necessary document be executed at the Royal Administration of Revenues in testimony whereof, The promoter paying the costs of this actuation.

by
(Signed) Juan Ventura
Morales.

Provided by Señor Don Juan Ventura Morales, Principal Cashier, Acting Intendant of the Royal Exchequer for this Province of Louisiana and West Florida, who signed it in New Orleans on May second of one thousand eight hundred and three. Amended.—Signed.—Attested.—

Carlos Ximenes.

I certify that in the city of New Orleans on the same day I notified Don Joseph Purvis of the foregoing decree.

Ximenes.

I certify that on the same day I notified the Señor Treasurer of the Royal Exchequer of it.

Ximenes.

In New Orleans on the same day, I, the escribano, received the oath of Señor Don Juan Francisco Merieult, Alcalde Ordinario of this Mart who made it by God Our Lord and the Holy Cross in conformity to law under which he promised to speak the truth in what he would be questioned on the matter contained in the foregoing decree, as purchaser of the brigantine "The John and Mary." He said: that he who declares does not lend his name to cover foreign ownership or any other in the purchase that he has made of the American Brigantine "The John and Mary" because this transaction is made for himself and his own affair. And in consideration whereof this the truth under charge of his oath and that upon reading this declaration he ratified and signed it. In faith whereof I attest.

(Signed) J. F. Merieult.

Before me
(Signed) Carlos Ximenes.

THE SEAL OF
SOUTH CAROLINA

Know All Men by these Presents, That I, William Purvis of the City of Charleston and State of South Carolina do make, constitute and appoint my Brother, Joseph Purvis, true and lawful Attorney for me, and in my Name to sell or otherwise dispose of as he may think proper a certain Brig called the John and Mary, with all of her Tackle and Furniture, with Power also, an Attorney, or Attornies under him, for that purpose to make and substitute, and to do all lawful Acts for effecting the Premises, hereby ratifying and confirming all that my said Attorney or his Substitute, or Substitutes, shall do therein by Virtue hereof.

In Witness whereof, I have hereunto set my Hand and Seal the Tenth Day of August in the year of our Lord one thousand Eight hundred and three.

Sealed and delivered in the presence of

(Signed) Cha^s. Brooks. (Signed) Wm. Purvis (Seal)

Be It Known, That on the Tenth Day of August, one thousand Eight hundred and two and in the twenty-Seventh Year of the Independence of the United States of America, before me, CHARLES TEW, Notary Public, by Letters Patent under the Great Seal of the State, duly commissioned and sworn, came William Purvis, the Constituent above-named, and acknowledged the foregoing Power of Attorney to be his Act and Deed.

Private
Seal of
Charles Tew
Notary Public
of
Charleston

In Testimony whereof, I have hereunto set my Hand, and affixed my Seal of Office, at Charleston, in the State of South-Carolina, the Day and Year last mentioned.
(Signed) Charles Tew. Qu. & Notary Public.

STATE OF SOUTH-CAROLINA
BY HIS EXCELLENCY JOHN DRAYTON

Governor and Commander in Chief, in and over the State
aforesaid.

To All To Whom These Presents Shall Come

SEAL of the **Know Ye**, That Charles Tew, Esq., whose
State of Seal and Signature appear to the Instrument
SOUTH of Writing hereunto annexed, is one of the Jus-
CAROLINA tices of the Quorum, assigned to keep the Peace
(Signed) of the said State, and Notary Public, commis-
John Drayton sioned by Letters Patent under the Great Seal
of the State:

Therefore, all due Faith, Credit and Author-
ity, is and ought to be had and given to his
Proceedings and Certificates as such.

In Testimony Whereof, I have hereunto set
my Hand, and caused to be affixed the Seal
of the State, in the City of Charleston, this
Tenth day of August in the year of our Lord
one thousand eight hundred and two and
in the Twenty-Seventh year of the Indepen-
dence of the United States of America.

BY THE GOVERNOR

(Signed) Isaac Motte Dart Secretary of State.

Note: These two foregoing documents printed in the Eng-
lish language are translated into Spanish by Pedro Derbigny.—
L. L. P.

II.

TEXT

Año de 1803
Dⁿ. Jose Purvis pidiendo permiso
p^a. vender el Bergⁿ. Juan y Maria.
Intend^a.
N. 74.

Señor Intendente gral.

Dⁿ. Joseph Purvis Captain del Bergantin Americano titulado el
Juan y Maria a V. S. con el debido respeto dice: que segun el

adjunto poder, le dá su hermano Dⁿ. Guillermo Purvis, propietario a dho. Bergⁿ. facultad a Venderlo, y hallando en esta Ciudad a Dⁿ. Juan Fran^{co}. Merieult que la quiere Comprar. Suplica a V. S. Se Sirva permitirselo libre de dros. como hasta ahora lo han verificado otros. Gracia que espera recibir de V. S.

N^a. Orl^s. 29. de Ab^l. de 1803.

J. Purvis.

Nueva Orleans ut supra.

Informe la Administración g^l. de Rentas.

P. Morales.

Ante mi
Carlos Ximenes.

S^{or}. Int^e. Gr^{al}.

Con arreglo a la gracia dispensada por S. M. en R. orden de 9. de Junio de 1793. . ha permitido esta Intendencia a los Españoles u Colonos compran en este Puerto embarcaciones extrangeras libres de derechos, los vendedores precisados a justificar la autorizacion q^e. tengan para verificarlo, y los compradores sugetos a declarar baxo la religion del juramento de que no son encubridores de propiedad extrangera de modo q^e. luego que se hayan llenado por una y otra parte sus respectivos deberes, la Administracion de Rentas es de sentir puede V. adherir a la solicitud del suplicante y mandar se pase a estos oficios documento en forma de todo lo que se actue para que siempre consta la naturalizacion de que se trata en este expediente. V. sin embargo determinará lo que sea de su agrado. Nueva Orleans 30 de Abril de 1803.

Jose Antonio
de H^{oa}.

N^a. Orleans 30. . de Abril de 1803.

P. M. S^r Fiscal
Morales.

Ante mi
Carlos Ximenes.

El Fiscal de Real Hacienda a la vista que se la ha conferido de la solicitud hecha p^r. D. Josef Purvis solicitando permiso para vender el Bergantin Americano el Juan y Maria; dice q^e. Resultando de los Documentos q^e. se ven traducidos en este expediente hall arse el suplicante suficientemente autorizado por el propietarió D. Guillermo Purvis del Comerció de Charles-

ton para pasar dha centa, es de parecer el Fiscal q^e. V. puede si fuere servido permitirsela en los terminos q^e. propone la Adm^{on}. de Rentas. El trib^l. sin embargo resolverá lo q^e. sea de justicia q^e. pide el fiscal N^a. Orleans treinta de Abril de mil ocho cientos tres.

Gilberto Leonard.

drös. dies r^s.

Vistos: Verifiquese la Venta, sin adendo de drös, del Bergⁿ. Americano titulado el Juan y Maria previo que el comprador declare no prestar su nombre para cubrir propiedad extrangera, y pasandose a la Administracion de rentas R^s. el documento correspond^{te}. para que conste, pagando el promovente las costas de esta actuaⁿ.

P. Juan Ventura
Morales.

Proveyolo el S^{or}. Dⁿ. Juan Ventura Morales Contador präl. Intend^{te}. Interino de R^l. Hac^{da}. de estas Prov^s. de la Luisiana y Florida occidental, que lo firmó en la N^a. Orleans, a dos de Mayo, de mil, ocho cientos tres=emm^{d.o}=Firmo= v^e.—

Carlos Ximenes.

En la N^a. Orleans, en el mismo dia, notifique a Dⁿ. Jose Purvis el auto anteced^{te}. doy fee.

Ximenes.

En el mismo lo participe al S^{or}. fiscal de R^l. Hac^{da}. doy fe.—

Ximenes.

En la N^a. Orleans, en el mismo dia Yo el ess^{no}. recibi juram^{to}. al S^{or}. Dⁿ. Juan Fran^{co}. Merieula Alc^e. ordin^o. y de este Comercio, que lo hiso por Dios nrö. S^{or}. y la Sta. Cruz conforme a drö. vaxo del qual ofrecio decid verdad en lo que fuere preg^{do}. y siendolo segun el contenido del auto anteced^{te}. como comprador que es del Bergⁿ. el Juan y Maria ? Dixo: que el declarante no presta su nombre para cubrir propiedad Extrangera, ni otra alguna, en la compra que hace del Bergⁿ. Americano el Juan y Maria, por que esta negociacion la hace para si mismo y sus propios asuntos. y resp^e. que esta es la Verdad en cargo de su juram^{te}. en que Le ratifico leyda esta declar^{on}. y lo firmó de que doy fee.—

J. F. Merieult.

Ante Mi
Carlos Ximenes.

HENRY MILLER SHREVE

A BIOGRAPHY

BY

CAROLINE S. PFAFF

DISTRICT SUPERINTENDENT NEW ORLEANS PUBLIC SCHOOLS

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HENRY MILLER SHREVE

I.

Arthur Brisbane says, "An accurate biography of a typical man tells the whole story of his period in human history." The merest summary of the life of Henry Miller Shreve illustrates this. He was born in New Jersey, reared in Pennsylvania, roved over the West (of his day), settled in Kentucky, and died in Missouri. One writer¹ refers to that period thus: "The pioneers have gone. Boone, Fitch, Evans, Tecumseh, Watson, Schultz, Clinton, Cuming, Shreve, Dearborn, Stevens, Strickland, Baldwin, Bruen, Pilcher, Roosevelt, Parker, Berry, Crockett, Floyd, La Barge, Smith, Bunting, Applegate, Whitney, Donner, Abbey—all the dreamers, and workers, and wanderers have played their parts and disappeared. We are the custodians of their prodigious legacies."

"The Shreve family in America dates back to the year 1676² at which time Caleb Shreve left his home near London, England,

¹Seymour Dunbar, *A History of Travel in America*, Vol. IV, p. 1369.

²Journal of Col. Israel Shreve, *Magazine of American History*, Vol. II, Part II, 1878 (marked "Original documents").

and settled in New Jersey. He married Sarah, the daughter of Derick Areson. In 1699 he purchased Mt. Pleasant,³ Mansfield Township, Burlington County, New Jersey. The dwelling on the estate, at that time, was a small one-story frame building to which in 1725 an addition, in the form of a commodious two-story structure, also frame, was built. In 1742 Benjamin, the son of Caleb, enlarged the homestead by an addition of the same size and shape as the one of 1725, and the building as then completed was still in the possession of the Shreve family in 1878, Benjamin F. being the owner.⁴ During the one hundred and seventy-nine years that had elapsed since the purchase of the estate by Caleb Shreve, it had passed from his hands into those of his son, Benjamin, who in turn bequeathed the homestead with the surrounding lands to his son, Caleb. Caleb willed the property to his son, Benjamin. In 1844 Benjamin died and the estate passed into the hands of his son Benjamin, who, dying in 1877, passed it on to his son, Benjamin F. "The house is located upon an eminence, and the views from it are very beautiful and extensive. The internal arrangements of the home are in some respects very curious, and possess many attractions for the antiquarian in the old Dutch tiled fireplaces, cupboards, and other fittings."⁵

Benjamin Shreve, the son of Caleb, married Rebecca, the daughter of Richard French; and among the offspring of this union were the sons Caleb, who inherited the estate; William, Samuel and Israel. Israel Shreve was born December 24, 1739, at the Shreve homestead.⁶ At some time during his early manhood, probably just previous to his first marriage, he purchased a plantation and home about a mile from Mt. Pleasant. Upon the outbreak of the Revolutionary War, though members of the Friends' Society, neither he nor his family were deterred by the principles of their religion from taking an active part in the stirring scenes of those days.⁷ He was appointed Lieutenant-

³*Ibid.* (The only Mt. Pleasant shown on a present day map of N. J. is in Hunterdon Co. In Burlington Co. is a small town called Shreve.)

⁴Journal of Col. Shreve, Supplementary Note.

⁵Journal of Col. Shreve—Supplementary note—This description of the house is the work of S. H. Shreve who is also the contributor to the magazine of the "Original documents." Concerning him all that can be found is: Samuel Henry Shreve, b. Aug. 2, 1829, in Trenton, N. J., d. Nov. 27, 1884, in N. Y.—A civil engineer; author of "The Strength of Bridges and Roofs," and "Theory of the Arch."—Appleton's Encyclopedia of American Biography.

⁶Journal of Col. Shreve—Preliminary note by S. H. Shreve.

⁷*Ibid.*

Colonel of the Second Battalion of the New Jersey troops on November 8, 1775, and upon the reorganization of the "Jersey Line" was made Colonel of the Second Regiment; and, though at the time, Israel Shreve was not yet thirty-nine years of age, his son, John, was a lieutenant of one of the companies of his father's regiment.

Shreve's regiment was a part of Maxwell's Brigade; he served as colonel until the end of the War. This regiment was with Washington during many of the most important battles of the Revolutionary War,⁸ rendering efficient service at Long Island, Brandywine, Trenton, Princeton, Monmouth, etc. The following extract from a letter concerns the withdrawal of Col. Shreve from the Continental Army:

HEADQUARTERS, NEW WINDSOR⁹

Feb. 7, 1781.

DEAR SIR: I find by the arrangement of the Jersey Brigade, which has just come to hand, that Colonel Shreve has retired from Service; this makes your presence extremely necessary with the Troops, etc.

The implied compliment to Col. Shreve is obvious; and in later transactions between Washington and Israel Shreve, the high regard in which the great general held the Colonel is likewise equally apparent.

Other members of the Shreve family whose services were placed at their country's shrine were William, colonel of the First Regiment (Burlington Co.) of New Jersey Militia; Samuel, lieutenant-colonel of the First Battalion, brothers of Israel; and Benjamin and Richard, his nephews, who were captains.¹⁰

On their march through New Jersey, the British Army passed near Col. Shreve's farm, and since he was an officer in the American Army, his crops were destroyed, his stock killed, and his home was burned to the ground.¹⁰

In the interval between his resignation from the army and his emigration to the West, he had spent much of the time with his brother, Caleb, at the old homestead; and here on the 21st of October, 1785, was born his eighth child, but fourth son,

⁸Colonel Shreve's Journal—Preliminary note.

⁹Magazine of American History, Vol. XX, 1888, p. 139. A recent reprint of an autograph letter of Washington (Stone collection) and addressed to "The Honorable Brigadier-General Gansevoordt, Commanding at Ft. Schuyler."

¹⁰Col. Shreve's Journal—Preliminary note.

¹⁰*Ibid.*

Henry Miller Shreve, who was the fifth child, but third son of Mary Cokely, the second wife of Israel Shreve. At the close of the war, Col. Shreve refused to rejoin the Quakers who had demanded as the price that he confess as wrongdoing his efforts in the battles for the liberty of his country; and forced by the sacrifices he had made for his native land to seek a new home on the public lands of the West, Shreve started out, crossing the Delaware River on Monday, July 7, 1788.¹¹ With indomitable will and tireless energy, this man of forty-nine, turned his face westward. The party, consisting of twenty-nine persons, included besides Col. Shreve, his wife Mary, and their six children, viz., Kezia, Hesther, Israel, George Greene, Henry, not then three years old, and baby Rebecca. William Shreve, the brother of the Colonel, with Rhoda, his wife, and their two children, Anna and Richard, were members of the party. The destination of the Colonel was the township of Rostrover, on the Monongahela River, in Westmoreland County, Pa.; and he had previously sent an agent to purchase a dwelling there for himself and his family. The journey was one of considerably more than two hundred miles and the journal of Shreve is replete with tales of human interest; *e. g.*, "Parted with relatives who accompanied us all the way to the Delaware River." "In bad roads, crossing Stone Mountain, one of my waggons, drove by James Starkey, overset bottom upwards." "Sarah Hervery walked 8½ miles over the Hill at one heat." "Were obliged to halt at a private house; paraded our beds in a barn." "Whenever we dine at a Tavern, we find our own food." "Landlord drunk, a man who calls himself noble." "Joseph Beck's child, Ann, very ill." "Stopped at a Dutch Hut where the Landlady was very angry with D. H. for pulling a radish." "No feed at this tavern, nor anything else but Whiskey." July 24, "Ann Beck departed this life, 11 o'clock this evening. Sent to Berlin for a coffin; child was decently interred in Mr. Spiker's family burying ground." "This road is over logs and stones enough to dash us all to pieces." "Wagons sink to the hubs in places." "Met Joseph Wood . . . he informed me that a house was ready for me in the forks of the Younghaina." . . . "Halted at John Bennett's, junior, it being the first house over all the mountain." . . . "Sarah Harvey and Sarah Beck walked six miles over very bad

¹¹Journal of Israel Shreve. (The fullest account of the life of H. M. Shreve, *Democratic Review*, Vol. XXII, gives the year 1787, which, however, is incorrect.)

roads this afternoon and arrived much wearied." . . . "The Allagania mountains, the Back Bone of America, or the United States, are easy to ascend." . . . "The house provided for me is a new one, 30 ft. by 26 ft. two stories high, built of hewed white oak logs with a very good stone chimney . . . we set to, stopped it with lime and clay, laid the upper floor with Chirety¹² boards and now it is pretty comfortable for the summer."¹³

The journey was completed on August 1st, a trip which had taken just twenty-four days. The party, including fifteen children, traveled on an average of ten miles per day. The journal which was faithfully and minutely kept during the progress of the trip recorded rain and bad roads for fifteen out of the twenty-four days. The able management and thrift of Israel Shreve is attested by these excerpts from a letter which he wrote to his brother, Caleb, on December 26, 1789, just seventeen months after his arrival at the "Forks of the Yough": "Since I have been here I have wished to get Washington's Bottoms¹⁴ and have at last obtained the whole tract . . . I wrote the General . . . the General was pleased to let me have the whole of the Bottoms, so called at my own offer. . . . Land does not rise much here owing to the great emigration down the River. It seems as if people were crazy to get afloat on the Ohio." In less than a decade his own son, Henry, was to become a victim of this same "madness." The whole letter betrays a keen, shrewd, but absolutely honest business man; the fine traits which Henry Miller Shreve inherited are obvious. The letter likewise indicates that Israel had been joined in his new home by his son, John, and by one of his daughters, Margaret, both his children by his first wife. He writes that "Peggy has a daughter; she and her husband have been very sickly this last fall." Concerning John, his oldest boy, he writes, "I am grandfather to another son; John and his wife both well; as is all our family, at present; but expect the measles as it is in the school where our boys go." The direction for delivery besides the superscription, is as follows:

favd. by
Mr. Richard Jones

To be left at Charles French's,
merchant, next door to
the Old Ferry, Philadelphia.

¹²The Century, Standard, Webster, and "Oxford" dictionaries contain no "Chirety."

¹³Journal of Israel Shreve.

¹⁴This was the first land surveyed by Washington in 1748 and is referred to as "Washington Bottom" to this day. Democratic Review, Vol. XXII.

Israel Shreve died in 1799¹⁵ at the age of sixty, just eleven years after he had settled in western Pennsylvania. At this time Henry Miller Shreve was not yet fourteen years of age. His shoulder was early put to the wheel. His labors on the farm were frequently interrupted by the necessity of fighting the Indians. He became proficient in the use of the rifle, self-reliant, and sturdy. He listened greedily to the Max Fink stories; his eyes followed longingly the boatmen who sailed past the farm on their way down the river, and his heart yearned to float with these men to New Orleans. He saw the rude boats built of green oak planks fastened together, moving westward; he watched pirogues and keel-boats pass on. Barges were using sails about this time to the great joy of traders. Now it was that Henry Miller Shreve began that connection with the Ohio and Mississippi waters which continued uninterruptedly for more than forty years.

When Louisiana was purchased, a class of merchant-navigators appeared among whom was Shreve,¹⁶ who in 1807 when not yet twenty-two years old, built at Brownsville, Fayette County, on the Monongahela River, a barge of thirty-five tons. With a crew of ten men he set out for St. Louis.¹⁷ Forty days after leaving Pittsburg, he reached St. Louis in December, 1807. It would prove interesting to note in how many cases "first things" in the western rivers are associated with the name of H. M. Shreve. So on this voyage undertaken at his own expense, Shreve purchased a cargo of furs which he sent through Pittsburg to Philadelphia, and thus was commenced a trade between St. Louis and Pittsburg which came to mean millions of dollars annually.¹⁸ Shreve continued in this trade for three years.

In 1810 Shreve resolved to engage in a new enterprise.¹⁹ Previous to this date, the trade in the upper Mississippi Valley had been monopolized by the British who exercised a strong influence over the Indians there, which was later felt by the Americans in the horrors of Indian warfare during the War of 1812. At Cap du Grés, Salt River, Fort Madison and Dubuque were primitive settlements where a profitable exchange of whiskey and rum for furs and lead was carried on between the Englishmen

¹⁵Journal of Col. Shreve—Preliminary note.

¹⁶Henry M. Shreve, in the *Democratic Review*, Vol. XXII, 1848.

¹⁷Though no record of such account can be found, it is reasonably certain that Shreve had already made more than one voyage down the Ohio previous to this time.

¹⁸*Democratic Review*, Vol. XXII, 1848.

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July 13, the trade in lead from that district in 1848 realized His cargo of Indian smelted lead he himself

never made a second trip to Galena, because his success brought too many wealthier and more powerful competitors into the field; but with the tangible result of his project he returned to Browns-

where on February 28, 1811, he married Mary Blair, and on November 28, 1811, Harriet Louise Shreve, the eldest child, was born; while on October 1, 1813, the second child was born to this couple in Brownsville, Pa. In 1810 he, also, built at Browns-

ville a barge of 95 tons with which he plied a thriving trade between Pittsburg and New Orleans, in which pursuit he continued for four years; each voyage was attended with extreme danger and required excessive toil; each voyage was, likewise, expensive and required six months to complete. With a favorable wind aiding the sails, the barges would float down quietly; but their progress was frequently challenged and oftentimes interrupted and deterred altogether by snags, planters and sawyers. A barge struck by a sawyer goes down in a moment.²³ In ascending the river "cordelle" was used, and this required the employment of trained men who dragged the boat by main force.

With the advent on western waters of Fulton's "New Orleans" in 1812, Shreve was instantly attracted by the new method, and upon the failure of the little vessel to ascend the river above Natchez, and the consequent discouragement of the western men,

²¹Ibid.

²²Reuben G. Thwaites, *How George Rogers Clark Won the Northwest*, 1903, p. 323.

²³The second "beginnings of things" with which Henry Miller Shreve's name is connected.

²⁴*Democratic Review*, Vol. XXII, 1848.

ained to solve the problem of the steamboat's inability against the current of the Mississippi River. In 1814 stockholder in a Brownsville shipbuilding company ne contributed one-fifth of the capital, and of which he made manager.²⁴ A small boat of forty-five tons,²⁵ built on rench's patent, was constructed. It was partly under Shreve's personal supervision that she was built; but when she was completed, he was absent with his barge at New Orleans, and during that summer she made two voyages to Louisville under the command of Captain Greggs. On December 1, 1814, the *Enterprise* left Pittsburg with a load of ordnance and military stores for Jackson's army. Two months before that time,²⁶ three keel boats laden with ordnance and small arms had likewise left Pittsburg for the same destination as the *Enterprise*, but by some strange disregard of the danger of New Orleans had actually been permitted to *trade by the way*. The following quotation names a different date of departure of the barges: "December 18, 1814. Arms notified to be on the way from Pittsburg could not be heard of, and Local Militia had scarcely any other arms but fowling pieces to depend upon for defense. The arsenals were empty and no prospect of a supply save only from the arrival of this tardy agent from Pittsburg which he had left about November 3, as advised."²⁷

When Captain Shreve left Pittsburg in command of the small steamer, he felt a double anxiety for the success of his undertaking. It was his first command of a steam vessel, and too, the glory of his country was at stake. He was the son of a Continental Army officer, he was a loyal Republican, and he heartily endorsed the war between England and the United States. With the citizenry of the West he revolted at the burning of Washington, and condemned the "traitors at Hartford." He appreciated Jackson's position at New Orleans and the imminent danger from Packenham; and, with the same zeal and intrepidity which had characterized his father, he brought the stores in safety down to Jackson's camp in fourteen days. There was intense excitement in New Orleans at the time. Jackson thanked Shreve for his

²⁴Louisville Courier, March 21, 1832, article "Louisville Canal."

²⁵Democratic Review, XXII, (E. W. Gould, Fifty Years on the Mississippi, 1889, p. 155, gives 75 T. Geo. H. Preble, rear admiral U. S. Navy, 1843-1882, A Chronological History of the Origin and Development of Steam Navigation, 1883, p. 70, also gives 75 T.

²⁶Ibid.

²⁷Major Tatum's Journal, while acting topographical engineer to Gen. Jackson, commanding 7th Military District, 1814.

and the redmen. Shreve, determining to take part in this trade set out from St. Louis on May 2,²⁰ for Fever River²¹ and the settlement on Galena River. He had a new barge with an assorted cargo, and twelve men as a crew; but as no provisions were taken, the party stopped each day to hunt for food. The trip consumed fourteen days. Shreve remained at Fever until July 1, trading with the natives, from whom he purchased sixty tons of lead, which necessitated the building of a flatboat for its transportation; with this and a Mackinaw boat, which he bought, he reached St. Louis on July 13, making the trip down in twelve days. This was the beginning²² of the *American lead trade* in the upper Mississippi. The trade in lead from that district in 1848 realized over \$3,000,000. His cargo of Indian smelted lead he himself took down the Mississippi to New Orleans whence he shipped it to Philadelphia, realizing something like \$11,000 from the venture, rather remarkable for a man just turned twenty-five. He never made a second trip to Galena, because his success brought too many wealthier and more powerful competitors into the field; but with the tangible result of his project he returned to Brownsville where on February 28, 1811, he married Mary Blair, and on November 28, 1811, Harriet Louise Shreve, the eldest child, was born; while on October 1, 1813, the second child was born to this couple in Brownsville, Pa. In 1810 he, also, built at Brownsville a barge of 95 tons with which he plied a thriving trade between Pittsburg and New Orleans, in which pursuit he continued for four years; each voyage was attended with extreme danger and required excessive toil; each voyage was, likewise, expensive and required six months to complete. With a favorable wind aiding the sails, the barges would float down quietly; but their progress was frequently challenged and oftentimes interrupted and deterred altogether by snags, planters and sawyers. A barge struck by a sawyer goes down in a moment.²³ In ascending the river "cordelle" was used, and this required the employment of trained men who dragged the boat by main force.

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he determined to solve the problem of the steamboat's inability to travel against the current of the Mississippi River. In 1814 he became a stockholder in a Brownsville shipbuilding company to which he contributed one-fifth of the capital, and of which he was made manager.²⁴ A small boat of forty-five tons,²⁵ built on French's patent, was constructed. It was partly under Shreve's personal supervision that she was built; but when she was completed, he was absent with his barge at New Orleans, and during that summer she made two voyages to Louisville under the command of Captain Greggs. On December 1, 1814, the *Enterprise* left Pittsburg with a load of ordnance and military stores for Jackson's army. Two months before that time,²⁶ three keel boats laden with ordnance and small arms had likewise left Pittsburg for the same destination as the *Enterprise*, but by some strange disregard of the danger of New Orleans had actually been permitted to *trade by the way*. The following quotation names a different date of departure of the barges: "December 18, 1814. Arms notified to be on the way from Pittsburg could not be heard of, and Local Militia had scarcely any other arms but fowling pieces to depend upon for defense. The arsenals were empty and no prospect of a supply save only from the arrival of this tardy agent from Pittsburg which he had left about November 3, as advised."²⁷

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²⁶*Ibid.*

²⁷Major Tatum's Journal, while acting topographical engineer to Gen. Jackson, commanding 7th Military District, 1814.

celerity, and instantly gave him another undertaking,—that of returning rapidly up the Mississippi River to find the long-delayed keel boats. Shreve was gone but six and a half days, during which time he had traveled 654 miles and returned with the supplies. He was then kept busy transporting material for the army up to January 3, 1815. It was in the interval between December 21 and January 3, that the episode occurred, an account of which is taken from the Cleveland, Ohio, *Review*.²⁸

“Captain Shreve was commander of a vessel which plied the ‘Father of Waters’ and which, during the period that General Jackson had New Orleans under martial law, made its appearance at the levee of that city. General Jackson being apprised of the arrival of the vessel, at once sent for Captain Shreve and announced to him that he should consider himself, his crew and vessel as in the service of the Government and hold himself in readiness to discharge any duty that might be imposed upon him. Captain Shreve accepted the conditions and obtained permission from General Jackson to make some repairs on his vessel before entering upon active service.

“While these repairs were in progress and the British Army was daily expected, a number of citizens applied to Captain Shreve requesting him to convey their families fifty miles up the river to a place of safety. The Captain explained his situation but assured them that if they could obtain General Jackson’s consent he would himself interpose no objection. A deputation of the citizens applied to General Jackson and obtained his consent. Captain Shreve had freighted his vessel with many ladies and children and a quantity of valuable goods when he received a message from General Jackson ordering him to perform some service which would compel him to discharge his living freight and disarrange his plans. Captain Shreve bluntly told the officer who had brought the message that he would not obey the order. The officer expostulated with Shreve and held up the terrors of Jackson’s displeasure, but Shreve was built of quite as unbending metal as General Jackson, and indignantly refused to do the bidding.

“The officer returned to the ‘old chief’ and detailed to him Captain Shreve’s refusal. In a towering passion the General

²⁸James Parton, *Life of Andrew Jackson*, Vol. II, 1870, Chapter X, footnote, pp. 118, 119, 120. (The story seems to rest on good authority. It is probable enough.—The author.)

ordered a file of men to arrest Shreve and bring him into his presence.

"Little time elapsed before the enraged Captain stood in the presence of the General. The latter fiercely eyeing Captain Shreve, in a voice husky with intense passion, made the inquiry:

"'By ——, Captain Shreve, dare you disobey my orders?'"

"'Yes, by ——, I dare,' was the vehement reply of the undaunted Captain.

"Jackson could not repress the expression of surprise which spread itself over his face at the unexpected reply of the daring Captain, and in a tone of voice considerably milder than his first inquiry bade Shreve explain his conduct. Upon the explanation given, Jackson dismissed him, simply saying that he had forgotten his promise to the citizens,²⁹ whose wives and children Captain Shreve then had upon his vessel."

On January 3rd, Jackson ordered Shreve at headquarters, where he said:

"Captain Shreve, I understand that you are a man who will always do what you undertake. Can you pass the British batteries on the bank of the river, nine miles below, and with your steamer bear supplies to Fort St. Philip?"

After a moment's reflection which showed him the danger and a mode of success,

"Yes, if you will give me my own time."

"What time do you require?"

"Twenty-four hours."

Supplies were to be put on the steamer by 4 o'clock in the afternoon and an effort made to pass the British before morning. The British were encamped several miles below the city and had erected heavy batteries so as to command the river entirely. It was of great moment that Fort St. Philip should be relieved before the enemy advanced, that it might be made the key to subsequent operations, whatever the issue of the impending battle. That evening the steamer was run down to the Scud, just above the British batteries. The side most exposed had been completely covered with cotton bales, fastened securely to the vessel with iron hooks. By midnight a dense fog covered the river and

²⁹At this time every horse in New Orleans had just been pressed into the service. But Jackson had permitted Edw. Livingston who was one of his aides to retain one which was to carry Livingston's wife and daughter of 7, to safety. Lafitte was to guide them.

screened all objects from view. Captain Shreve put his vessel in motion under a "slow head of steam" with muffled wheel, the strictest silence having been enjoined on the crew; he passed wholly unobserved by shore sentries, at a signal from whom his vessel would have been shattered into fragments. Reaching the fort in safety he discharged his freight and on the next night repassed in safety, undiscovered until beyond range of the enemy's long guns. Only a few spent balls reached the protecting cotton bales.³⁰

Jackson's camp was wildly excited at this piece of daring and the General expressed his commendation freely.

On January 7th, Shreve requested to join the American Army and was stationed at the sixth gun in Colonel Humphrey's battery where he did effective work as captain of artillery which destroyed the advancing column of the British General Keane on January 8th.³¹ It was during this period of service that a friendship grew between Jackson and Shreve which only death dissolved; and this too, notwithstanding a disparity of some twenty years in their ages, for Shreve was at this time but twenty-nine years of age.

On May 6th, undeterred by all previous failures and with that faith that makes all things possible, he determined to attempt the ascent of the river. He succeeded, reaching Louisville on May 31.³² This was the first steam vessel that ever performed the voyage. The great difficulties which were experienced and the expense of the undertaking, made such trips with craft like the *Enterprise* impracticable.

During his absence from Brownsville, on April 8, 1815, his only son, and the third and last child of his first wife, was born. The boy was called Hampden Zane Shreve. Captain Shreve moved his family down the river to Louisville about this time, where he had the misfortune to lose in death the child, Hampden, who was still an infant.

For a period of two years he studied carefully, engines of various sorts. His practiced eye detected defects and his inventive genius suggested remedies; and he was able to build a vessel which he felt would be not only practical, but profitable and even comfortable. Thus in 1816 the first "two-decker" driven by the

³⁰*Democratic Review*, Vol. XXII, 1848. (This is the third "Beginnings of things" connected with Shreve's name. It is the first time in history that a steam vessel was employed in blockade running.)

³¹*St. Louis Republic*, Fri., March 7, 1851.

³²The fourth of "first things" connected with the name, Shreve.

"first double high pressure engine," appeared on the Ohio River.³⁴ She was named *George Washington*. She was, when finished, in every essential detail unlike any other steam vessel then known."³⁴

With this vessel on September 24, 1816, Shreve passed the Falls of the Ohio on her first trip to New Orleans, which she reached on October 7.³⁵

"At New Orleans she was visited by the most distinguished citizens of the place, all of whom expressed surprise and admiration at the ingenuity of her commander."³⁶ Edw. Livingston, the New Orleans representative of the Livingston, Fulton interests, after a critical examination of the vessel remarked to Captain Shreve, "You deserve well of your country, young man; but we shall be compelled to beat you if we can."³⁷

The *Washington* returned to Louisville in November. Owing to the ice in the Ohio, she did not start again until March 3, 1817. This time she made the round trip in forty-one days including the time of starting at Shippingport, all detentions at New Orleans and elsewhere and in spite of the fact that she was heavily laden both in descending and in ascending the river with freight and passengers.³⁸

The oldest account of this trip is as follows: "In the month of March she (*Washington*) left Shippingport a second time and proceeded to New Orleans and returned to Shippingport, being absent but forty-five days.³⁹ This was the trip that convinced the

³⁴The fifth of "Beginnings of things" connected with Shreve's name.

³⁵*Democratic Review*, Vol. XXII, 1848.

³⁶The *Louisiana Gazette*, Wed., Oct. 9, 1816. Ship News—The elegant steamboat *Washington*, Captain Shreve, arrived here on Monday in 15 days from Louisville. *Louisiana Gazette*, Friday, Oct. 24, 1816. The Steamboat *Washington*, Captain Shreve, left this port yesterday for Louisville.

³⁷*Democratic Review*, Vol. XXII, 1848.

³⁸This quotation though found in the following references could not be traced to its source:

2. *Democratic Review*, Vol. XXII, 1848.

b. E. W. Gould, *Fifty Years on the Mississippi*, p. 165, 1889.

c. Seymour Dunbar, *A History of Travel in America*, 1915, Vol. II, p. 393.

d. A. B. Hulbert, 1906, *The Ohio River*, p. 334.

e. James T. Lloyd, *Steamboat Directory*, 1856, p. 44. (The title of this book contains 226 words.)

³⁹The *Louisiana Gazette*, Thurs., Mar. 13, 1817, Ship News—Last night, the Steam-boat *Washington*, Shreve, Falls of Ohio in NINE DAYS. Left Shipping port, Monday, March 3, at 1 o'clock P. M. and arrived at N. O. Wednesday at 12:10 P. M. losing 53½ hours. She has a full cargo of Pork, Flour, Whiskey, Cyder, etc. Left at Natchez, the Steam-boat Oliver Evans, bound down. Spoke Aetna, 20 miles below the Chickasaw bluffs, 39 days from N. O.; the steamboat, Franklin 20 miles above this. Brings no news. We have a Louisville Correspondent of the 3d. instant brought by her. Flour at Louisville 8 dollars. The *Washington* will sail again for Shipping port on Sunday 23 inst. Passengers—E. Lewis, H. Talbot, J. Leroy, V. Nolte, J. LeCross, W. Alsop, John Gray, jr., David Carter, John Delauncey, John Trimble, S. Riley, J. H. Hawkins, J. T. Pemberton, R. McClellan, H. Vignon, J. Ralph, G. D. Blacker, Phillip R. Gray, W. H. Robinson, J. Spurdger, A. Woolford, J. B. Gilly and family, Miss C. Sargeant.

⁴⁰All other accounts give the number of days as forty-one

despairing public that steamboat navigation would eventually succeed in western waters. She has since been running with similar success in the same trade."⁴⁰ "To commemorate the event the citizens of Louisville gave him a public dinner, hailed him as their benefactor; indeed, as the first of benefactors of the Mississippi River."⁴¹ Shreve predicted that the day was not far distant when the trip from New Orleans to Louisville would take but ten days. When he had returned to New Orleans in March, his friends in that city had crowded around him eager to find out what accident had forced him back and not believing that he had reached Louisville and returned.⁴² Out of the profits of the two trips he was able to pay for the original construction of the steamer, for running the boat, besides dividing a surplus of \$1,700 among the stockholders.⁴³

The nineteenth boat, the *Ohio*, 443 tons, was built at New Albany, Ind., 1818, by Messrs. Shreve and Blair, in the Louisville trade.⁴⁴ The twentieth boat, the *Napoleon*, 322 tons, was built in Shippingport, 1818, by Messrs. Shreve, Miller and Breckenridge of Louisville.⁴⁵ Captain Shreve seems to have been the only one who figured in more than one of the sixty boats made up to this time.⁴⁶ "In 1819, so rapid was Shreve's success, twenty-five steamboats with aggregate 6,050 tons, owned by citizens of the valley were afloat and twenty-six others (6,720 tons) were ready to launch." During all this time Shreve continued to improve his boats; first, because all steamers then in use were constructed like sea-vessels and drew too much water for river navigation; second, because the business of the Mississippi Valley increased so rapidly that the steamers then made could not accommodate the crowds of passengers immigrating westward. After running the *Ohio* for about four years and the *United States* for one year, in 1824 he finished a new steamboat named the *George Washington*, constructed upon a new model which continued in use for fifty years. Some of his partners had refused to engage in the experiment on the ground that the boat would be top

⁴⁰McMurtrie, *Sketches of Louisville*, 1819, p. 202. Also *Gazette De La Louisiane, Nouvelle-Orléans*, Sat., Nov. 15, 1817. The Steam-boat *Washington*, Capt. Rodgers, arrived at the levee last evening from Shippingport. She departed from the falls on the 8 inst. and has been under way but 11 days. The capt. says that he brought no papers.

⁴¹*Democratic Review*, Vol. XXII, 1848.

⁴²*Ibid.*

⁴³*Democratic Review*, Vol. XXII, 1848.

⁴⁴J. T. Sharf, *History of St. Louis*, Vol. 2, 1883, p. 1099.

⁴⁵*Ibid.*

⁴⁶C. W. Gould, *Fifty Years on the Mississippi*, 1889, p. 111.

heavy; but he proved to them by mathematical calculations that he was right. This boat constructed with side wheels to be worked by separate engines, was completely under the control of the pilot and could make a sudden turn in the river or be managed as easily as a skiff with oars. Shreve had to endure much ridicule while this boat was being built; but for some years after her appearance, people would travel in none other than a Shreve model.

In 1824 Congress addressed a circular to steamboat captains asking for suggestions as to freeing the Ohio and Mississippi rivers from snags, sawyers and planters. Shreve's reply made important contributions. He likewise offered to make a model of an engine that would "free the river entirely." The Government made no request for the plans of Captain Shreve, but, offering a reward of \$1,000 for a model of a machine, Shreve refused to compete and a Mr. John Bruce of Kentucky got the award. For \$65,000 he agreed to "clear both the Ohio and the Mississippi rivers of all obstructions."⁴⁷ After two years had elapsed and after the money was nearly gone, only a small portion of the Ohio had been helped and not a single snag had been removed from the Mississippi. Bruce's invention had failed. Judge Sam. McKee was then appointed, but he died before he could get at the enterprise. The Secretary of War, John C. Calhoun, then recalled the valuable suggestions which had previously been made by Captain Shreve, with whom he had no personal acquaintance, recommended that his services be secured. The commission of Superintendent of Western River Improvements was forwarded on December 10, 1826, and accepted January 2, 1827. This position he held until 1841. Previous to this appointment, he had at his own expense tested his invention on a small scale, when he met with ridicule and incredulity on all sides. With the confidence of true genius he had persisted and in spite of all opposition the consent of the War Department for carrying out his plans was obtained under date June 27, 1828, and the first snag-boat,⁴⁸ the *Heliopolis*, was at work a year later, July 22, 1829.⁴⁹ On August

⁴⁷*Democratic Review*, Vol. XXII, 1848, p. 244.

⁴⁸The sixth of the "First things" connected with Shreve's name.

⁴⁹On file in the War Department is this remonstrance: It is said the present Superintendent (Capt. Shreve) has it in contemplation to construct a large and powerful steamboat for the purpose of cutting out the snags and pulling them up by the force of steam. Now those projects are only calculated to get through appropriations without anything like the thing contemplated. *All machinery, whatever, whether used by lever or by steam power, is considered by persons well-acquainted with the Mississippi River navigation as a useless expenditure of time and money.* *Democratic Review*, Vol. XXII, 1848, p. 248.

9, 1829, the *Heliopolis* commenced operations at Plum Point in the Mississippi. In just a few hours every doubt was dispelled and the triumph of Captain Shreve was complete. The success of the snag-boat suggested the construction of a marine battering-ram for harbor defense. At General Jackson's request he filed a description of it in the Navy Department but because of pressing business, and against the expressed wish of his friend, Jackson, he never constructed one for trial.

The fifty-eighth boat⁵⁰ on the western waters was completed in 1819 at New Albany, Indiana. It was owned by Henry Miller Shreve and others and was intended for the conveyance of mail between Louisville and New Orleans under act of Congress passed March 1, 1819.⁵¹ This boat, named the *Post Boy*, in allusion to its service, was the first attempt on western waters to carry the mail in steamboats.⁵²

During the year 1831, Captain Shreve made a "cut-off" at the mouth of the Red River.⁵³ Concerning this the author says, "a very unfortunate improvement (?) that has given trouble ever since." Filled with the idea generally current at that time that it would be well to straighten out the river and shorten navigation, a channel was cut across one of the great bends just above the mouth of the Red River by which a distance of thirty miles was saved. This, known as Shreve's Cut-off, proves troublesome to this day⁵⁴ for, five days after it was done bars were formed at the mouth of the Red River entrances, which necessitated the use of dredge boats; and these bars continue to form to the present day.

In 1832 Captain Shreve was ordered to proceed to the Red River for the purpose of removing the Great Raft. An official report of Captain Shreve under date June 1, 1838, states that on

⁵⁰James Ha'l, *Notes on the Western States*, 1838, p. 234; Sharp's *History of St. Louis*, Vol. II, p. 1099.

⁵¹*Annals of Congress*, 15 Cong. 2 Sess. March 2, 1819—An act authorizing the Postmaster-General to contract, as in other cases, for carrying the mail in steamboats, between New Orleans in the State of Louisiana and Louisville, in the State of Kentucky. Be it enacted, etc., That the Postmaster-General may and he is hereby authorized to contract for the transportation of the mail in steamboats, between N. O. in La., and Louisville in Ky. for any term of time, not exceeding four years in any one contract, in the same way and manner as he lawfully may, for the carriage of it by land, but the whole expense of sending the mail shall not exceed that of transmitting the same by land.

⁵²The seventh of "Beginnings of things" connected with Shreve's name.

⁵³E. W. Gould, *Fifty Years on the Mississippi*, 1889, p. 231.

⁵⁴A prominent steamboat man of today was asked in 1926 whether he had heard of Capt. Shreve. "Of course," he answered, "he made the Red River cut-off." Verily the "evil which men do lives after them, the good is oft interréd with their bones."

May 1, the navigation through the extent of the raft was considered safe.⁵⁵

In 1819 when Monroe was talked of for the presidency, Shreve openly expressed for Jackson; and though repeating this preference in 1824, John Q. Adams gave him his appointment as Superintendent of Western River Improvements. He was one of the original seven who made the first demonstration in Louisville in favor of Jackson's election to the presidency and the old General never had a stauncher adherent, in his various political contests, than Henry Miller Shreve. In the political turmoil that brought Harrison into office, Shreve, to the surprise of the people of the West, was one of the first victims. The following letter from his political enemies, bearing date at Washington, September 11, 1841, is the finest testimonial to his ability and service:⁵⁶

"In concluding this communication which finally dissolves your connection with the Government as an Agent of this Department, I take occasion to say that the zeal you have manifested for the public interests, the ability you have displayed in conducting your operations, and the faithful manner in which for a series of years you have executed the various and important trusts committed to your charge, entitle your conduct (so far as is known to this Department) not only to an avowal of satisfaction, but also to an expression of high approbation."

⁵⁷"A few weeks ago (1848) at the opening of the telegraph in St. Louis, Shreve's was the first⁵⁸ message borne by lightning from the banks of the Mississippi to the President of the United States on the tide waters of Atlantic."

Prior to this time he had purchased a plantation in St. Louis County. He had married a second time, a Miss Lydia R. Rogers, and in 1841 he turned with interest and zeal to his work of improving agriculture. His life had been begun as a farmer on the banks of the Monongahela River, and now, like Cincinnatus, after having spent himself for his country's honor and glory, he returned to the humble but pleasurable pursuit of tilling the soil. During the remaining decade of his life on earth he enjoyed uninterrupted social happiness and the esteem of his friends and love of his family.

⁵⁵Gould, *Fifty Years on the Mississippi*, p. 244.

⁵⁶*Democratic Review*, Vol. XXII, 1848.

⁵⁷*Democratic Review*, Vol. XXII, 1848 (Concluding lines).

⁵⁸The eighth of the "first things" connected with Shreve's name.

He died in St. Louis on Thursday, March 7, 1851.⁵⁹ At the time of his death he was quite wealthy, his name being listed among the 311 in the St. Louis Census as wealthy citizens; his property in the city limits of St. Louis was assessed at \$26,100. His daughter, Rebecca Ann, had been married in 1832 in St. Louis to Walker Randolph Carter,⁶⁰ who with Capt. Joseph Conn established the Carter Line (Red River Packet Co.) in 1869. This company employed eight boats, one of which was called the H. M. Shreve, and which visited landings on the Missouri, St. Louis, Jefferson, Shreveport and New Orleans. Two of the daughters of Rebecca Ann married into the O'Fallon family of which John O'Fallon, whose "charities are lithographed in the very streets of St. Louis," was head; he was the ninth in point of wealth of St. Louis property, his possessions in that city alone amounting to \$328,300.

"Shreve's name has become historically associated with Western river navigation."⁶¹

The descendants of Shreve, though scattered from Boston, Mass., to Silver City, New Mexico, seem never to have lived in either Shreveport or in New Orleans. The City of Shreveport, which rests on Coates Bluff, was originally the camp of Shreve and his workmen during the removal of the Red River Raft. It was then referred to as Shreve's Town. When the town was incorporated in 1839, it was named Shreveport in honor of Henry Miller Shreve.⁶²

McMurtrie in his *Sketches of Louisville, 1819*,⁶³ writes: "Next to Fulton the Western country owes a vast debt of gratitude to Capt. H. M. Shreve of Portland. It is his exertion, his example and, let me add, his integrity and patriotic purity of principle, to which it is indebted for its present flourishing state of navigation."

The following letters, found only in Congressional reports, are given because of their value in showing the ability of Captain Shreve in his understanding of his work:

⁵⁹Nearly all accounts of the death of Shreve give the date March, 1854. However, *The St. Louis Republic* of March 7, 1851, gives it as above. Also, Sharp's History (1852) of St. Louis, Vol. I, p. 685, in naming wealthy St. Louisians, gives value of estate of Shreve (deceased).

⁶⁰It was at the home of his son-in-law that this "worthy citizen" passed away. *St. Louis Republican*, March 7, 1851. (In January of the same year, his youngest child, (by his second wife) Florence Shreve, had died).

⁶¹*St. Louis Republican*, March 7, 1851.

⁶²Journal of Israel Shreve, supplementary note.

⁶³Page 192.

WASHINGTON, 21st April, 1832⁶⁴

SIR: I have examined the papers handed to me relating to the explosion of steam boilers. I find in the letters of Mr. Bakewell and Mr. Redfield, the latter particularly, many sensible and rational remarks, which meet my entire views on the subject. Mr. Redfield remarks in the 10th page of his communication are doubtless correct. If Congress would inquire into the loss of human life by drowning, etc., from vessels navigated within her territory since the 20th of June, 1816, the date of the first explosion,⁶⁵ to this time, it will probably far exceed the number lost by the explosion of steam boilers which has been in that period 263 caused by 52 explosions, and the comparative number of passengers on steamboats, since that date, must exceed those on all other crafts by at least 3 to 1.

I have, therefore, come to the conclusion that no other legislative interference can be beneficially applied, but an inspection to test the strength of boilers of hydraulic pressure making it necessary that the boiler shall be put to three times the pressure under the hydraulic pump, than it is allowed to carry in steam.

I beg leave to suggest that if it comes within the power of Congress, it is important to pass an act to regulate steamboats meeting in the night. I have witnessed four fatal accidents of this description, in all of which lives were lost, and heavy losses sustained by all the boats—two of the boats under my command, and two on board of which I was a passenger—consequently I have thought much on the remedy to be applied. The one on which I have determined as the most simple and the most effectual is to compel the boat bound down stream to stop her engine and drift in the stream when she has approached within half a mile of a boat bound up stream. I would explain this by stating that if the descending boat is floating, the ascending boat heads, or steers clear of her, and cannot come in contact with her. The time lost in no case will exceed 5 minutes, besides the boat drifting in the stream brings her some two minutes short of that time. The penalty imposed might be to make the descending boat liable for all damage if she did not stop her engine in time, and in case of the descending boat stopping her engine in time, and at the proper distance above, and if the ascending boat then runs into the descending boat, make the ascending boat, in like manner, liable for all damages. All boats descending the river should be prohibited from passing down the narrow and short channels of the Mississippi river, which is attended with great dan-

⁶⁴U. S. Congress, R. of H. Committee, First Sess. 22 Cong. *Bursting of Steam-boilers*, Wm. C. Redfield.

⁶⁵This was Shreve's boat, the *George Washington*.

ger in case of boats meeting in these chutes; some losses have occurred in that way.

Another subject of importance, permit me to suggest: in all the waters of the U. S., steamboat owners are in the habit of running boats that are worn out and rotten. If Congress will make provisions to appoint the necessary officers to inspect them, it will be a beneficial arrangement, particularly to the western states.

I am, sir, very respectfully,
Your obedient servant,
HENRY M. SHREVE.

HON. C. A. WICKLIFFE, Washington, D. C.

SIR: A Hydraulic forcing pump, of sufficient capacity for proving the strength of a steam boiler, so constructed as to be portable and at the same time; applicable to every description of boiler, can be manufactured in Cincinnati, O., for about \$300, the entire operation can be moved from place to place, and from one boat to another on a common wheelbarrow.

The inspection can be made, at most, in three hours by the labor of two men. It can in all cases be made when the boat is in port engaged taking in or discharging cargo; consequently no delay will take place in the business of the boat.

Your obedient servant,
H. M. SHREVE.⁶⁶

Honorable C. A. Wickliffe,
Chairman of Committee on the Public Lands,
House of Representatives.
Nov. 1832.

II. THE STEAMBOAT "ENTERPRISE"

"In 1814 a company at Brownsville, Pa., built two boats, the *Enterprise* and the *Dispatch*, which made in all five boats west of the Alleghany mountains. Both of his (Shreve's) boats were at New Orleans in 1815, and were pressed into government service by General Jackson."⁶⁷ Her owners⁶⁸ (referring to the *Enterprise* only) were afterwards remunerated by the United States Government. At the close of the War, as cartel she made five⁶⁹ trips to Balize being the first steamboat to go to the mouth of the

⁶⁶H. of Rep. 22 Cong. 1 Sess. No. 478 "Steamboats."

⁶⁷*Louisville Courier*, March 21, 1832. (This is the only account that both boats were at New Orleans at this time.)

⁶⁸E. W. Gould, *Fifty Years on the Mississippi*, 1889, p. 164.

⁶⁹*Ibid.*, p. 155.

river and return.⁷⁰ She was likewise the first steamboat to ascend the Red river where she went with troops as far as the rapids.⁷¹ She made nine trips to Natchez,⁷² being the first boat to move without sails both up and down stream. She was a small boat of about 75 tons burden.

At the release of the *Enterprise* from government service, she was seized by process of law and was the first boat to give bond for her release.⁷³ "On May 6,⁷⁴ she left New Orleans for Pittsburg and reached Louisville after a passage of 25 days, thus completing the first steamboat voyage ever made from New Orleans to Louisville. But at the time the *Enterprise* made this trip the water was so high that the banks in many places were overflowed; consequently there was no current. The *Enterprise* was enabled to make her way up without much difficulty by running through the "cut-offs" and over inundated fields, in still water."

Though Capt. Shreve was received joyfully and acclaimed a hero, people of the West, generally, were doubtful as to whether a steamboat could ascend the Mississippi when the water was confined within the banks.

Niles Register, Vol. 8, 1815 tells the story thus: "The steamboat, *Enterprise*, worked up from New Orleans to Bardstown, nearly 1500 miles in 25 days. It is calculated that the voyage by steamboat from New Orleans to Pittsburg, about 2300 miles, will be made in 36 days. How do the rivers and canals of this old world dwindle into insignificance compared with this, and what a prospect of commerce is held out to the immense regions of the West by means of these boats! It is thought that the freight from New Orleans to Louisville (at the falls of the Ohio) will soon be reduced to \$3.50 per c." Under a later date in this same year the *Register* says: "Arrived at this port (Brownsville) on Monday last, the steamship *Enterprise*, Shrieve, of Bridgeport from New Orleans, in ballast having discharged her cargo at Pittsburg. She is the first steamboat that ever made the voyage to the mouth of the Mississippi and back. She made the trip from New Orleans to this port in 54 days, 20 days of which were employed in loading and unloading freight at the

⁷⁰*Ibid.*, p. 94. (Copied from a Brownsville paper of 1815.)

⁷¹James Hall, Notes on the Western States, 1834, p. 231.

⁷²*Ibid.*, (She was the first boat used in towing).

⁷³E. W. Gould, Fifty Years on the Mississippi, p. 156.

⁷⁴Jas. T. Lloyd, Steamboat Directory, 1856, p. 43.

different towns on the Ohio and Mississippi. So she was only 34 days in actual service in making her voyage which our readers will remember must be performed against powerful currents and is upwards of 2200 miles in length."

The *Enterprise* returned to Pittsburg where she was given into the command of Captain D. Worley who lost her in Rock Harbour (Shippingport).⁷⁵

III. THE STEAMBOAT "WASHINGTON"

The good ship *Washington* was built under the personal supervision of Captain Henry Miller Shreve, in 1816, her hulls being made, in part from the battle-scarred timbers of old Fort Henry, at Wheeling; and her engines at the "great Monongahela port" Brownsville.⁷⁶ She was original in every way; her boilers were on the upper deck, the first boat on that plan, and so valuable was the improvement that it is still generally in use. She was equipped with high-pressure engines constructed by French. She was the first "two-decker" on the Western waters;⁷⁷ her cabin was placed between the decks. The cylinders were horizontal instead of vertical like those of Fulton's patent, and the pitman vibrated⁷⁸ instead of the cylinder as in French's engine. To the cam wheels of David Prentice, Shreve added his great invention of the cam "cut-off" with flues to the boiler;⁷⁹ by this invention three-fifths of the fuel was saved. In appearance it resembled a frigate with no masts. The machinery weighed only 1/20 as much as Fulton's.⁸⁰ Though at the time of the building of the boat, Shreve received no encouragement, and much ridicule, in the course of a few years no other model could be found on the waters west of the Alleghanies. She was of 400 tons burden and was partly owned by Shreve who became her first Captain.

On Monday, June 7, 1815 the *Washington* left Marietta, O., and on the afternoon of Tuesday anchored safely at Point Har-mar. She remained here until Wednesday morning when her fires were rekindled preparatory to continuing the journey. Some difficulty was experienced in getting the boat into a proper position for starting. She was carried by the force of the current near

⁷⁵James Hall, *Notes on the Western States*, 1838, p. 231.

⁷⁶A. B. Hulbert, *The Ohio River*, p. 333.

⁷⁷Floyd's *Steamboat Directory*, p. 45.

⁷⁸*Ibid.*

⁷⁹Floyd's *Steamboat Directory*, 1838, p. 44.

⁸⁰*Democratic Review*, XXII, 1848.

the Virginia shore where she "got aground ten miles below Marysville." While all hands were busy hauling in the anchor, the end of the cylinder nearest the stern blew off. No human foresight⁸¹ could have anticipated this, as all of the machinery seemed to be in the best possible order. The following detailed account is given concerning this event of June 9, 1816,⁸² the first steamboat explosion recorded: "A column of scalding water was thrown among the crowd inflicting the most frightful injuries on nearly all the boat's crew and killing a number on the spot. The cry of consternation and anguish which then arose might have been heard for miles. The captain, mate, and several others were blown overboard; but all of these with the exception of one man were afterwards rescued from the water but were found to be more or less injured either by the fragments of the cylinder or by the scalding water. The explosion shook the earth to a considerable distance. The sufferings of the victims were beyond expression. The cause of the explosion was a disarrangement of the safety-valve which had become immovable in consequence of the accidental slipping of the weight to the extremity of the lever. The following is a list of the killed and wounded by this calamitous explosion: Killed, 8 one of whom was Anna C. Jones; Capt. Shreve, wounded, and six others fatally. One of these, Mr. Williams, while lying in his cabin suffering, offered all his money to the cabin boy to put him out of his misery; this boy afterwards became a ship captain, Capt. Hiram Burch, Marietta, O.

"This first steamboat accident in the West produced a great excitement among the inhabitants of that region and occasioned for some time a strong prejudice against steamboat travel, people being oblivious of the fact that when water conveyance was confined to keels and barges there was more real danger and more actual loss of life than may be classed among the incidents of steamboat navigation."⁸³

Captain Shreve was not discouraged, however, for he repaired the boilers and on September 24, the *Washington* passed

⁸¹Louisville *Courier*, March 21, 1832.

⁸²Floyd's Steamboat Directory, p. 55 et fol.

⁸³A. B. Hulbert, *The Ohio River*, in a footnote, page 335, states that, "Mr. Lloyd has the *Washington* explode and burn to the water's edge, in 1816 and make its famous run to N. O. in 1817." A careful study of Mr. Lloyd's book failed to prove Mr. Hulbert's statement, to be correct. (See "List" of Shreve's boats in this article, page 65). There was a "*Washington*" burned to water's edge, but not Shreve's—C. S. P.

over the falls on her way to New Orleans which she reached on October 15. Returning to Louisville, she successfully demonstrated the practicability of traveling up stream by steam. The severe cold of that winter filled the Ohio River with ice to such an extent that it was impossible for the *Washington* to venture South again before the spring. She remained at the Falls until March 3, 1817. This second trip is the one from which the steam navigation of the Mississippi is dated.⁸⁴ She reached New Orleans on March 12. The ascending trip was made in 21 days.⁸⁵ This feat of the *Washington* caused an excitement and rejoicing throughout all the region almost as great as that produced by the Battle of New Orleans. Captain Shreve was feted and lauded as a public benefactor by the citizens of Louisville.

Shipyards began to spring up in every favorable place, and steam boat building was actively forwarded.

The *Washington* was the first steamboat to which the term "fast" was applied.

In *Niles Register* of Saturday, July 20, 1816 is found this interesting account: "Steamboats. St. Clairsville (Ohio) June 6—On Monday evening last, the steamboat *Washington* sailed from Wheeling, Va., for New Orleans under the command of Capt. Henry M. Shreve. She got under way about five o'clock and in forty-five minutes made nine miles. The steamboat *Washington* was made at Wheeling by Mr. George White. Her keel was laid on the 10th of September last. In August all her timbers were growing in the woods. She is 148 ft. in length. Her main cabin is 60 ft.; she has 3 handsome private rooms, besides a commodious bar room. She is furnished and equipped in a very superior style. Gentlemen from New York who have been on board of her, assert that her accommodations exceed anything they have seen on the North⁸⁶ river. She is owned by Messrs. Neal Gillespie and Robert Clark of Brownsville, Messrs. Noah Zane and George White of Wheeling, and Captain Shreve. Many who have seen and examined her announce her the finest steam vessel on the Western waters. Her steam power is applied upon an entirely new principle, exceedingly light. She has no balance

⁸⁴*Democratic Review*, 1848, Vol. XXII. (E. W. Gould, Fifty Years on the Miss., p. 44, gives date Mar. 12, 1817.)

⁸⁵*Louisville Courier*, 1832; (Gould gives 25 days).

⁸⁶*e* Hudson River.

wheel, and her whole engine possessing a power of 100 horses, weighs only 9000 lbs. It is the invention of Capt. Shreve."

Another interesting item comes from "Extract from Log Book"⁸⁷ of the steamboat, *Etna*, de Hart, from N. O. to Louisville 1817, June 28, * * * * * One P. M. met steamboat *Washington*, Captain Shreve, 30 miles below Chickasaw Bluffs, 9 days from the falls."

THE FATE OF SHREVE'S BOATS

LIST.

⁸⁸*Enterprise*, 75 T, high pressure, 1817—worn out.

Ohio, 364 T., high pressure, 1819—worn out.

Ohio II, 288 T., high pressure, 1831.

Post Boy, 231, high pressure, 1824—worn out.

Washington, 212, high pressure, 1822—worn out.

IV. FULTON, LIVINGSTON VS. SHREVE

Three times in history was an embargo on the navigation of the Mississippi. The first was in 1785 the same year in which Henry Miller Shreve was born, when Governor Miro ruled Louisiana and enforced the payment of an exorbitant duty from the people of the West. The second was in 1812 when Fulton obtained a grant from the Louisiana Legislature to the exclusive privilege of navigating the waters of the state by steam. The third was the interruption to navigation in 1861 during the Civil War. It is with the second period that this article is concerned.

One writer⁸⁹ says: "Two causes that contributed to delay in the use of steamboats were, fear of law suit and dissatisfaction with the percentage terms of Livingston and Fulton; and opposition of established travel systems (stage-coaches, sailing packets) together with jealousies of different states and actual taxation of travelers on steamboats."

The same author⁹⁰ continues: "Gov. Claiborne of Louisiana met Fulton and Livingston in New York city in the autumn of 1810 and discussed with them the project of introducing steamboats on the Father of Waters. A summary of the negotiations

⁸⁷Morris Birkbeck, *Notes on a Journey in America*, 3 ed., 1818, London.

⁸⁸James Hall, *Notes on the Western States*, 1838, pp. 255, 259, 262.

⁸⁹Seymour Dunbar, *A History of Travel in America*, 1915, Vol. II, p. 397.

⁹⁰Dunbar, *A History of Travel in America*, Vol. II, p. 388 et fol.

there conducted was afterwards made by Claiborne in a letter in which the Governor said: "They entertain no doubt of the ultimate success of the experiment, but spoke of the great expenditure and heavy advances with which it would be attended. These they were unwilling to encounter unless previously assured of the protection of the legislature of the territory of Orleans. I inquired as to the nature of the protection desired, and was informed an exclusive privilege to navigate the waters of the Mississippi passing through the territory of Orleans with boats propelled by steam was the only condition on which they would embark in this enterprise." The bill of April 19th, 1811 entitled, "An act granting the sole privilege of using steamboats for a limited time (fourteen years¹) in the territory" was passed. Several legislatures had refused such a charter to Fulton and Livingston, and it was possibly an abuse of power on the part of the law-makers of Orleans territory that thus sought to place in the hands of a monopoly the door to western commerce.

Captain Shreve questioned the right of the corporation to thus strangle navigation and public opinion soon found expression in protest. Notices were published in newspapers protesting against the seizure by sheriffs of Louisiana of such boats as ventured on the river. All the states along the Ohio and Mississippi rivers declared the charter an "infringement of their rights and unconstitutional."² Robert Fulton had died in 1815, but his company was active in its efforts and did not confine itself to verbal protests. The great difficulty of sailing on the western waters had suggested to Fulton and Livingston a system of relays.* One boat from Pittsburg to Cincinnati, the next from Cincinnati to Louisville, a third to Smithfield, a fourth to Natchez, and a fifth to New Orleans. The company owned the *Etna*, *Vesuvius* and the *Orleans* and the system was in part inaugurated, and a fine of \$500 was to be imposed on violators who defied the corporation's rights. The trip of the *Washington* destroyed this plan.³

Determined to resist the tribute exacted by the Livingston, Fulton Corporation, Captain Shreve while visiting New Orleans

¹McMurtrie's Sketches of Louisville, 1819.

²Caroline E. MacGill. History of Transportation in the United States Before 1860, 1917. (Carnegie Institution of Wash.) p. 196.

³Gould, Fifty Years on the Miss., p. 197.

⁴Henry E. Chambers, Mississippi Valley Beginnings, 1922, p. 310, states that the *Etna* made the first upstream trip from N. O. to Pittsburg. This is wrong.

with his barge in 1814 consulted A. L. Duncan, one of the most prominent members of the bar and gave him \$500 as a retaining fee together with a bond for \$1500 more to be paid on the successful termination of any legal controversy that might ensue. The foresight of Shreve was most fortunate. Edward Livingston determined to carry out his threats against all steamboats other than "Fulton" boats, and learning that the *Enterprise* was on her way down the river, the "company secured the services of the whole New Orleans bar"⁵⁴ and offered Mr. Duncan \$3000 if he would remain silent. Mr. Duncan replied that he was Captain Shreve's lawyer and further that he had counseled him to oppose the corporation. When Shreve landed with the *Enterprise* on December 14, he immediately applied to counsel and procured bail in case of seizure which *really took place* on December 15.⁵⁵ As, however, New Orleans was at the time under martial law, and the service of the *Enterprise* was demanded by Jackson, she was released and was not again seized until May 6, 1815, the day fixed for her departure from New Orleans for Pittsburg. Duncan anticipating this step, had her bail ready, the *Enterprise* was again released and went on her way.

In the meantime, the *Dispatch*, was seized loading her cargo of sugar and molasses for the Ohio, the captain was compelled to yield and could give no bond.⁵⁶ The *Constitution* in 1816 was compelled to leave New Orleans without her cargo. People in the west were outraged and indignation meetings were held in Louisville and Cincinnati. Some months after the departure of the *Enterprise*, the trial was held in a lower court and the jury returned a verdict favoring "free navigation." By writ of error the case was carried to the Supreme Court of the State and the act of the incorporation was pronounced unconstitutional in 1816.*

*We have not found any such case reported.—Ed. La. Hist. Quarterly.

The Company determined not to relinquish its claims. When the *Washington* arrived in October, 1816, she was seized by Fulton and Livingston for trespassing upon their waters, and Captain Shreve was arrested. Acting upon the advice of Mr. Duncan, Shreve refused to give bail; the arresting officer argued

⁵⁴*Democratic Review*, 1848, Vol. XXII. [Absolutely no record of this could be found, after painstaking research, in the New Orleans Court House (State Library.)]

⁵⁵McMurtrie, *Sketches of Louisville*, 1819, p. 193.

⁵⁶Gould, *Fifty Years on the Mississippi*, 1889, p. 142. [The *Louisville Courier*, Mar. 2, 1832 says: Capt. Shreve built two boats, the *Enterprise* and the *Dispatch*, making five steamboats west of the Alleghanies. Both boats were at N. O. in 1815 and were pressed into government service. This is recorded nowhere else.]

with him "offering to accept his bond without sureties rather than take him to jail."⁹⁷ The rumor of Shreve's arrest spread along the levee, and but for the expressed wish of Shreve that no demonstration take place, an outbreak would have ensued. Shreve was taken to the office of Mr. Edw. Livingston who was with Mr. John R. Grymes, the principal lawyer for the Company. The crowd followed. Upon reaching the office Shreve was immediately released.⁹⁸ "The steamer when seized, was instantly abandoned to the Marshall; and Mr. Duncan applied to the court for an order on the Company to give bail for damages caused by her detention. Messrs. Livingston and Grymes resisted the motion, but it was granted. They then became seriously alarmed for their monopoly."⁹⁹ Through the medium of an attorney and likewise by its members personally, the Company offered to admit Shreve to an equal share with itself in all the "privilege of the patent right, provided he would instruct his counsel so to arrange the business that a verdict might be found against him. In vain this tempting bait, I had almost said bribe, was proffered. It was rejected with scorn and indignation and the affair was left to justice."¹⁰⁰ Shreve had commenced the opposition for other than selfish gains. He realized to the fullest extent his position; he knew that the West looked to him for the free navigation of its waters, and he met the situation honestly and squarely. The result was that the best interests of the country were promoted, and "the wings of commerce were added to the feet of agriculture."

"The simple fact that the suit was not brought under patent laws of the United States is of itself a tribute of praise to the ingenuity or inventive powers of Captain Shreve. The *Washington* was not built under French's patent as was the *Enterprise*, but in accordance with Shreve's own inventions. The originality of his improvements was demonstrated throughout the controversy. And it was further shown that western commerce could never have benefited under either the Fulton or French patent."¹⁰¹

"The monopoly claims of Fulton and Livingston were finally withdrawn in 1819 * * * and steamboat navigation on western waters has been so progressive that at the present time (1856)

⁹⁷*Ibid.*

⁹⁸*Democratic Review*, Vol. XXII, 1848.

⁹⁹*Democratic Review*, Vol. XXII, 1848.

¹⁰⁰McMurtrie, *Sketches of Louisville*, 1819, p. 194.

¹⁰¹*Democratic Review*, Vol. XXII, 1848.

there are no less than 800 steamboats on the Mississippi and her tributaries and this mode of navigation has here been carried to a degree of perfection unrivaled in any part of the world."¹⁰²

The following statement is made by one writer:¹⁰³ "Livingston complimented Shreve very highly (on the beauty and originality of the *Washington*) but assured him that their monopoly would drive him out of business as in time it did." As even this account states that "Louisiana had no right to grant such privilege * * * and as Chief Justice Marshall held for the court that the laws of New York (*Gibbon vs. Ogden*) granting these rights of Livingston and Fulton were in opposition with the act of Congress regulating commerce and that a state law must yield to the Supreme law," the case was settled against the Fulton, Livingston Corporation in 1824; but says this writer: "Fulton, and Livingston had practically abandoned their monopoly in the Mississippi and Ohio in 1820."

As Shreve had steamboats on the rivers after 1824 it would seem that the writer is in error; yet the following case,¹⁰⁴ the only one found in the Louisiana State Library seems to give credence to the statement: "The Act of 1817 (relating to insolvents) does not deprive persons who have not a year's residence of any right which they had before.

"Appeal from the Court of the First District.

"Martin, J., delivered the opinion of the court. It does not appear that the act of 1817 deprives the applicant of any right which he had to avoid imprisonment by a surrender of his property. It is true he is precluded from claiming any benefit of this act by its 39th section; as he has not a year's residence in the state. But we cannot conclude, that from the sole declaration of the legislature (that persons who have not resided in the state are not to enjoy the benefits of this act) they are to be considered as deprived of a right which another act gives them.

"The act has no repealing clause, It provides in the first section that every individual, not yet imprisoned for debt, may avoid imprisonment by surrendering all his estate provided the surrender be made bona fide and without fraud agreeably to the formalities prescribed by the act.

¹⁰²Lloyd's Steamboat Directory, 1856, p. 45.

¹⁰³Caroline E. MacGill, History of Transportation in the United States before 1860, p. 104.

¹⁰⁴Louisiana Term Reports on Cases argued and Determined in the Supreme Court of the State of Louisiana by F. X. Martin, Vol. IX, Feb. term 1822, "Shreve vs. His Creditors."

"The second section and the following, detail the formalities which every one who shall wish to avail himself of the benefits of this act is to follow, and the nature of the relief which a compliance with these formalities will give him a right to.

"It is foreign to the question before us, whether a person whose residence entitles him to avail himself of the benefit of the new act, is deprived by it from claiming the like benefit (or one of a similar nature) which the new act presents, if he had before, any other legal mode of acquiring it. But, admitting that as to such a person, the former law is repealed by implication because the act of 1817 and the one which provided the relief before, cannot stand together; it does not follow, that a person who, for want of residence, cannot avail himself of the new mode of relief, who is mentioned in the act, or the only part of it which declares this incapacity, is necessarily to be considered as bereft of the right which he had before to the former mode of relief under another act.

"Admitting that it is inconsistent that persons who have the residence required, should avail themselves of the former act, and so it cannot stand with the latter, which consequently repeals it; the conclusion does not follow as to those, whose want of residence incapacitates them from availing themselves of the new law, which in our view of the question, cannot as to them affect the old one * * * It is, therefore, ordered, adjudged, and decreed, that the judgment ought to be annulled, avoided, and reversed, and the case remanded, with directions to the judge to proceed according to law.

"Duncan for the plaintiff,

"Livermore for the defendant."

From this case it can be seen that Shreve suffered some financial embarrassment for his loyal, disinterested support of "free navigation."

V. SNAGS AND THE SNAGBOAT

"Occasionally the current (of the Mississippi) undermines the bank and plunges thousands of trees at one dash right into the bed of the river. The greater number of these are swept down to the sea * * * * but, unfortunately for the navigation of the Mississippi some of the largest, after being cast down from the position in which they grew, get their roots entangled

with the bottom of the river, where they remain anchored as it were in the mud. The force of the current naturally gives their tops a tendency downwards, and by its flowing past soon strips them of their leaves and branches. These fixtures called snags or planters are extremely dangerous to the vessels proceeding up the stream, in which they lie like a lance at rest, concealed beneath the water, with their sharp ends pointed directly against the bow of the vessel coming up * * * Sometimes they vibrate up and down alternately showing their heads above the water and bathing themselves beneath it, which peculiar motion has given them the name sawyer."¹⁰⁵

The same writer also describes the "snag chamber" with which almost all steamboats of that time were provided and which insured these boats against very serious damage.

From 1822 to 1827 the loss on the Ohio and Mississippi Rivers by snags alone amounted to \$1,362,500.¹⁰⁶ The failure of Mr. Bruce's invention induced President Adams to appoint Shreve, though a political enemy, to the task of removing from the western waters the snags so dangerous to commerce. To the western people remedy seemed hopeless. Many times such snags were from 3 to 6 feet in diameter and imbedded in the channel to a depth of ten to fourteen feet. A vessel impaled on such a snag could by no power be extricated. Shreve's proposition was regarded with disapproval, yet Congress responded favorably to the few men who expressed faith in Shreve and the consent of the War Department was gained on June 27, 1828. One year later the first snagboat, the *Heliopolis*, was ready for work, and was actually put into operation on July 22, 1829. The following description is from the *Democratic Review* 1848, Vol. XXII.:

"This machine-boat has twin hulls about eleven feet apart firmly connected together abaft midships and so constructed that a blow on the snag beam bears on every part and timber of the vessel. The snag beam connects the twin hulls at their bows, and wedge shaped, is placed at the water line and in the exact center of percussion so that a blow with it produces no jar whatever and consequently does not, as was predicted, disturb in the least any of the machinery connected with the boilers or engines.

¹⁰⁵Travels in North America in the Years 1827-28 by Capt. Basil Hall, Edin. 1829, p. 262, Vol. 2.

¹⁰⁶Gould, Fifty Years on the Miss. R., p. 213.

There is also an ingenious combination of pulleys, windlass, wheel and axle, levers, etc., for elevating loose snags, sunken logs and roots, masses of rocks and similar impediments.

"When in operation the machine boat moves 'under full head of steam' striking the snag with full momentum of the moving mass a sudden blow equal in violence to three or four thousand tons. If the snag be firmly embedded it is instantly broken at the point of leverage generally a distance below the bed of the river equal to the diameter of the snag. But if it be too loose to offer the necessary resistance, the boat passes on turning it over and at the same time trimming off all the limbs on the under side while a return passage of the boat trims the other side and forces a chain under it and in about five minutes it is lodged on deck where it is sawed into small pieces for fuel. The boat and all the machinery are worked by the same small steam engine.

"On the 9th of August, 1829, the *Heliopolis* entered the Mississippi and commenced operations at Plum Point where the snags formed an almost impossible barrier. With great doubt resting on the minds of all, save the inventor, she dashed into that river forest breaking by a single blow snag after snag or uprooting them in rapid succession. In a few hours every doubt was dispelled—the triumph was complete. Human genius had devised a mode of wrestling successfully with the greatest obstacle to western commerce. So perfect was the machine in all its parts that to this day (March 1848) not the slightest improvement or alteration has been made on it. It has saved the Federal government and individuals untold millions of dollars and has given to commerce an impetus which no mind can estimate. Official reports to Congress state that it has reduced the voyage from Louisville to New Orleans more than one-half; saved a countless number of lives, and property to an incalculable amount; effected a salutary change which without its agency ages might not have accomplished, and proved indispensable to the government in the discharge of its duty to itself and the valley of the Mississippi."¹⁰⁷

The snag boats were started at New Albany, Indiana. Capt Shreve had as his assistants Captains Abraham Tyson and John Dillingham. The hulls were built by Dohrman and Humphries;

¹⁰⁷*Democratic Review*, Vol. XXII, 1848, pp. 246-7.

and the engines were built by John Curry of Louisville, Ky. The boats were named the *Heliopolis*, *Capt. Morehead*, and *Archimedes*, Capt. Shreve. Colonel Long was the United States engineer in charge of the improvements upon the Mississippi River.¹⁰⁸

"A western paper¹⁰⁹ states that the agent employed by the government, Captain Shreve, has perfectly succeeded in rendering about 300 miles of the river as harmless as a mill-pond and will in course of time remove every obstruction from Trinity (six miles above the mouth of the Ohio where boats from the Ohio and Mississippi exchange cargoes. Cairo was established many years later as a port of exchange of freight.—Note by E. W. Gould.) to Balize.

"The labors of the officer who for several years past has been engaged under the authority and at the expense of the United States in removing these (snags) and other obstructions have doubtless been most beneficial; but as they are constantly forming, the task of their removal must be reiterated and perpetual. Nothing but the entire removal of the timber which can only be effected by the cultivation of every acre of the river banks can effectually arrest the evil. But the reasons are obvious why even after the whole of the interior of the countries bordering these rivers shall be settled, years must elapse before the wet and sickly bottom lands will become the chosen and habitual residence of man.¹¹⁰

While the writer in the *North American Review* sounds a pessimistic note, this article,¹¹¹ written in the same year takes on a hopeful aspect: "The project of removing the snags and sunken timbers from the beds of the Ohio and Mississippi rivers originated with Captain Henry M. Shreve, who next to Fulton has done more for steamboat navigation in the west than any other man. He contrived a steamboat for this purpose which operates with such speed and energy that scores of the largest trees are raised in a day with the assistance of a few hands. The business of removing snags is performed only when the water is low; at other times the crews are employed in cutting away the overhanging timber from the falling in banks. The boat is of the simplest construction, yet has such power that the largest tree,

¹⁰⁸Gould, *Fifty Years on the Miss.*, p. 244.

¹⁰⁹*Ibid.*

¹¹⁰The *North American Review*, Vol. 7, Art. II, 1838, Report on Explosions, p. 28

¹¹¹James Hall, *Notes on the Western States*, Phila., 1838, pp. 43, 44.

however firmly fixed is removed in a few minutes. A number of these ingenious vessels have been employed for several years under the direction of Capt. Shreve in the Ohio and Mississippi and thousands of snags have been removed by them. In the year ending September 1833, nineteen hundred and sixty were taken up in the Mississippi and supposing many to have been left, the chances of danger to ascending vessels were diminished by at least that number. Within the same year the crews of these boats were employed when the water rose too high, in cutting away the trees liable to be undermined and actually felled ten thousand. It is now going on for several years at much less annual expenditure than was previously lost by yearly destruction to property—to say nothing of the loss of life. Obstructions are continually renewed, but the number of trees must annually be less, by settlement of country, consumption of trees for fuel and for building of steamboats; and but a few years will elapse before every tree on the margin of a navigable river will have acquired a value sufficient to induce measures for converting into fuel, the whole of that immense mass which would otherwise have been carried away by the spring floods.”¹¹²

VI. THE RED RIVER RAFT

“Above Natchitoches they¹¹³ (the explorers) began to encounter that peculiar river formation of logs, brush, and mud to which the name of ‘raft’ was given. On June 7, 1806 they encamped at the highest white settlement on the river some 45 miles above Natchitoches. On the next day, while forcing their way through a small raft, they were overtaken by an Indian messenger from Dr. Sibley that a Spanish force had left Nacogdoches in Texas, for the purpose of intercepting them * * * * After a consultation they resumed their journey.

“The country for some six or eight miles on either side of the river was now intersected with lakes and bayous forming marshes and swamps, through which a great part of the water of the river was dispersed. The main channel of the river was often choked

¹¹²About twenty-five years ago, a man and his two sons gathered from the waters of the Mississippi river at N. O. during each spring, many tons of wood. These trees and logs he “rafted” until the flood subsided, and then he sawed and split them into stove lengths, realizing not merely a livelihood, but enough surplus to purchase property which he now values at \$30,000.

¹¹³Isaac Joslin Cox, *The Early Exploration of Louisiana* (University Studies, Published by the Univ. of Cincinnati, 1906). This quotation is from *Freeman's Red River Expedition*, October, 1805, p. 144-5.

up with rafts, which became increasingly difficult to remove. On the 11th of June they reached the 'Great Raft' through which for 50 years no white or Indian canoe had penetrated. Upon the advice of their French guide they made a detour of about 100 miles passing through bayous, creeks, small lakes, and swamps, where the navigation was at all times difficult on account of shoals, rapid currents, and rafts; and occasionally dangerous from the falling of decayed timber. The Indian or French guides were equally useless for discovering the best way and as a result fourteen days passed before the explorers again floated upon the undivided channel of the Red river, some 200 miles above Natchitoches. They felt gratified, however, in having passed the Great Raft, for the people below had laughed at the idea of their doing so with such boats (two flat-bottomed barges, and a pirogue, all of light draft)." The source of the Red river remained undiscovered until near the middle of the century.

* * * "the Chaffeli¹¹⁴ (Atchafalaya) was once but the continuation of the Red river to the ocean * * * In March 1803, I ascended Red river, from its mouth to Natchitoches, in an open boat unless when I chose to land and walk across a point; or, by the beauty of the river bank, the pleasantness of its groves, or the variety of its shrubs and flowers, I was invited ashore to gratify or to please my curiosity. On entering the mouth of the river, I found its waters turgid of a red color and of a brackish taste * * * Natchitoches was a small, irregular, meanly-built village, half a dozen homes excepted. * * * In the village are about 40 families, twelve or fifteen are merchants or traders, nearly all French. Ft. Claiborne is situated on a small hill * * * Though Natchitoches has been settled almost 100 years, it is not more than twelve or fifteen years since they had a plow, or a flat to cross the river with; both of which were introduced by a Pennsylvania Irishman under a similar opposition to the Copernican system. * * * At the upper house (of Campti) the great raft or jam of timber begins; this raft chokes the main channel for upwards of 100 miles¹¹⁵ by the course of the river; not one entire jam from the beginning to the end of it, but only at the points, with places of several leagues that are clear.¹¹⁶

¹¹⁴Lewis and Clarke Expedition, Exploration of the Red river, by John Sibley, April 10, 1805, Annals of Congress, 9th Cong., 2 Sess., No. 35.

¹¹⁵No two authorities give the same length, which is variously stated from 15 to 160 miles in length as will be seen in the quotations given in this paper.

¹¹⁶This is the only account which so describes the raft.

The first or lowest part of the raft is at a bend or point in the river just below the upper plantation, at which, on the right side, a large bayou, or division of the river, called Bayou Channo comes in, which is free from any obstructions. * * * There is always in this bayou sufficient water for any boat to pass; from thence upwards the Red river is free from all obstructions to the mountains. * * * From the above account you will perceive that the only difficulty in opening a boat passage by this raft through the lake, which is much shorter than by the course of the river and avoid the current, and indeed were the river unobstructed, would always be preferred, is this small jam of timber at the point, just below the Bayou Channo.¹¹⁷

“Upon the receipt of your letter, I had an opportunity of seeing some of the inhabitants who live near this place, who informed me that that small raft was easily broken and that they had lately been talking of doing it. I persuaded them to make the attempt and they accordingly appointed Friday following and all the neighbors were to be invited to attend and assist. They met accordingly, and effected a passage, but did not entirely break it; they intend to take another spell at it when the water falls a little, and speak confidently of succeeding.”

“The red and Arcansa rivers whose courses are very long*** are both navigable to an unknown distance by boats of proper construction.¹¹⁸ * * * some difficult places are met with in the Red river below the Nakitosh, after which it is good for 150 leagues (a league being 2 miles) there the voyagers meet with a very serious obstacle; viz., the commencement of the Raft as it is called, that is a natural covering which conceals the whole river for an extent of 17 leagues continually augmenting by drift wood brought down by every considerable freshet; this covering which for a time was only drift wood, supports at this time a vegetation of everything abounding in the neighboring forest, not excepting trees of considerable size, etc., the river may be frequently passed without any knowledge of its existence; it is said that the annual inundation is opening for itself a new passage through the low grounds near the hills, but it must be a

¹¹⁷All later accounts would prove that this early explorer either minimized the difficulty, or had not fully observed the raft.

¹¹⁸Documents Relating to the Purchase and Exploration of Louisiana, 1804. Part II. The Exploration of the Red, Black and Washita Rivers, by Wm. Dunbar (Printed from Orig. Mss., 1904) p. 162 et fol.

long time before nature unaided will dig out a passage sufficient for the reception of the waters of the Red river."

The kind of timber of which the raft was made up is learned from this account:¹¹⁹ "From best information, Red river rises about 30 or 40 miles east of Santa Fe * * * the most abundant species (of timber) is a variety of black locust called by the hunters mosquito wood. Below the junction of Blue river, Red river is navigable for boats of large size, during the spring floods."

In a footnote p. 120, Vol. II, *Life of Andrew Jackson*, James Parton, the author, says that the removal of the great Red river raft had always been considered impracticable, if not, indeed, impossible. "This raft," says he, "was over thirty miles in length and had for years blocked up the entire river."

Various accounts like the following prove only too well how little real, well-grounded information was had by writers:¹²⁰ "Red river on the right joins the Mississippi a little south of 31 degrees of North latitude. It is nearly 500 yards wide at its mouth but its general width is from 250 to 300 yards. The whole length is about 1500 miles. The country about the lower half of the Red river has been pretty well explored, and is found to be equal in fertility to any other part of Louisiana of the same extent, except for about 50 miles near the Mississippi which is annually deluged with water. The cotton and tobacco raised about Natchitoches and the rapids are of the first quality and command the highest prices in the market. The trade of this river as far as Natchitoches already (1821) employs several steamboats, besides what comes to market in smaller vessels."¹²¹ * * * "The source of the river is at this time unknown (1822). No confidence is placed in representations of this river beyond the confines of Louisiana. The water is too brackish for use. Previously to the closing up of the direct channel above Natchitoches, immense quantities of red cedar must have been borne down the stream into the Mississippi; but since the formation of what is erroneously called 'the raft,' above Natchitoches, no timber of any kind could possibly by natural means pass through

¹¹⁹Wm. Darby, *Geographical Description of the State of Louisiana, the Southern part of the State of Mississippi and Territory of Alabama*, N. J., 1870, p. 190. No mention of the raft.

¹²⁰The *Western Navigator*, Sam. Cumings, Vol. II, 1822, Philadelphia, pp. 147, 148.

¹²¹Red River, *International Encyclopedia*, 1885, Width at mouth 1800 ft.; narrowest part 600 ft.; widest part 2700 (just below canon), length 1550 miles.

such an intricate maze of islands and interlocking channels. One hundred and fifty years have elapsed since the French colonized Natchitoches; at their arrival the impediments in the river were nearly similar to what they are at present." * * * "The impediment opposed by the drowned tract above Natchitoches does not render the river innavigable, except at low water. During the latter part of the winter and spring boats of any necessary size can pass through."

The last statement contradicts some previously quoted in this article.

The following account makes an attempt at explaining the origin of the raft. It is a clever piece of work: "As this subject¹²² is not generally known and understood, I ask a place in your Review for it, and though not very accurate, it may be sufficiently so for general information. How and when it first originated, what have been its consequences and what they may reasonably be expected to be on the removal, has in it importance enough to justify this attempt at information. The raft is an accumulation of trees, logs, and drift extending over the surface of the river from bank to bank, and for miles in extent, so close and compact as to be walked over without wetting the feet. Broomstraw, willow and other small bushes are growing out of the rich alluvial earth, that covers (cover?)¹²³ the logs, so that it presents the appearance of an old worn-out field that has been abandoned to grow up again. The current, if any under so much impediment, is barely perceptible. Such a mass of decayed and decaying wood is malarious in the extreme, and its steady upward march at about one and one-half miles a year is driving a scanty population before it.

"At what time it commenced is unknown and must remain so; but judging from its annual decay, breaking off and floating away below, gives probability to the conjecture that it was more than four hundred years ago. The Caddo Indians say that the residence of their immediate ancestors was on Caddo prairie, now the upper bottom of the present Caddo lake, and this is the upper end of the obstruction. This open lake about one and one-half miles in width and thirty to forty long is about eight

¹²²The Red River Raft and Its Removal, ed. by J. D. B. DeBow, in DeBow's Review and Industrial Resources, Statistics, etc. "Cotton is King" Vol. XIX. New Series Vol. II, N. O. and Washington City, 1855, p. 437 et fol. (No indication of the contributor is given).

¹²³(Article has "cover").

feet in depth under general winter water and the passway for the steamboats. When the raft was first seen by the earliest white settlers, is and will also remain unknown. When Alexandria and Natchitoches, one hundred miles above it, were first settled, the raft was above them, and this latter Spanish town was founded as early as the city of Philadelphia. When operations were commenced by the United States engineers in 1833 under Captain Shreve, its lower end was at the mouth of the Loggy bayou, which is the outlet of Lakes Bodeau and Bistmon,¹²⁴ and near 400 miles above the mouth of the river, all below having rotted and passed away.

"We are not so much in doubt, however, *how* the raft was first created. The cause, it seems generally agreed, was that the waters of the Mississippi being high from a freshet when the Red river was low, its waters backed up and made still water at the mouth. The raft of trees, logs and drift that came down the Red river were stopped by the ceasing of the current in this still water and spread over the surface from bank to bank and there accumulated drift over so much surface, seeking passage out at the same time, until tangled from shore to shore, it united firmly and stopped, and made a jam. The mass embedded logs near the mouth and very many places above, that show themselves in low stages of the river, and make this clear, and certain. The jam once established, as nothing could pass, increased each year according as the extent of the annual freshets brought down more trees and drift, and this accumulation probably was at about the rate of one and one-half miles a year, while after a time from decay it broke away below, drifting off and making a clear river at something like the average of about one-half that space. When surveyed for the operations that were begun in 1833, its length was a little under one hundred and thirty miles. Since 1833¹²⁵ it has extended to about 30 miles above where it ended at that time. The sap woods of the swamps under the alternations of wet and dry were not many years in rotting and when completely rotted away, broke and past (?) down the stream so as to make again an open river. The annual increase exceeding the decrease, gave length to it and advanced it into the upper country; and if these were the days of M (?) Van Winkle, and

¹²⁴These lakes are, one in Natchitoches Parish, the other between Natchitoches Parish and Winn Parish. They are from 8 to 10 miles long by 2½ miles wide.

¹²⁵This article appeared in 1855; 22 years later than 1833; according to his reckoning the raft should have grown 33 miles.

we would wait about 200 years, it would give us navigation up to Fulton (now in Hempstead County, Ark.) near the natural obstruction known as the White Oak Shoals and about 800 miles above its mouth."

Another interesting description of the Great Raft is added. Attention has already been called to the difference in the length of the raft as recorded by different writers; it is also exceedingly interesting to note the difference in language used in detailing the giant obstruction.

"After entering the Red river¹²⁶ we found our labors very toilsome; on account of our boat being a large family boat, crowded with women and children, we found it very difficult to row and push up stream. However, we got along very well, though slowly until we arrived at the Big Raft. * * *

"Our course through the raft was very slow and toilsome. The distance is about 90 miles. We were 30 days in making that distance. Ours is the only boat of any size that has ever passed through the raft. Had we not been so fortunate to secure the service of a Caddo Indian, who had passed through before as a guide, we should most likely have been lost." One is tempted to speculate whether this guide is the same who a little more than a decade before had led the government party.

"I hardly know," the letter goes on, "how to give you a description of this raft, but perhaps you can get the best description of it by imagining yourself in a large swamp, grown up with trees and filled up with driftwood, wedged in very closely, the water having no particular current and running in no particular direction. During the 30 days we saw land but two or three times, and then only some small islands. At night we tied our boats to a tree and remained till morning. Sometimes we would come across lakes some two or three miles in extent, and then again we would spend a whole day in moving not further than the *length of the boat*.

"But I must tell you of an immense quantity of bee trees which we found in this raft. At any time we could go in our "dug out" and return laden with a large quantity of honey which we found truly delicious * * * *"

¹²⁶Ino. T. Paris, *On the Trail of the Pioneers*, N. Y., 1920 (copying Letters from an Early Settler, W. B. DeWees, in Texas, 1819, p. 10; compiled by Cora Cardelle, 1858 Louisville) p. 129 et fol.

"The prevalence of ague in this region was due in large part to the curious Red River Raft, the largest and most remarkable formation of the kind of which there is any record.¹²⁷ The Red river more than 1700 miles long was practically closed to navigation by a timber raft of enormous extent. Early explorers were unable to ascend the stream and most later navigators found it necessary to make use of a series of bayous and creeks to reach headquarters."

Mr. Faris quotes the article from DeBow's Review, which has already been given in detail; and which will again be referred to.

"In 1832¹²⁸ Captain Henry Miller Shreve was ordered to proceed to Red river for the purpose of removing the great raft. His fleet of boats consisted of the snagboat *Eradicator*, and two tenders, the *Pearl* and *Laurel*. The raft commenced at that time at about Loggy Bayou and extended to Carolina Bluffs, a distance of 165 miles. It took six years to accomplish the work of removing the raft, so as to give good navigation between lower and upper Red river." Gould here gives the official report of Captain Shreve under date June 4, 1838 as follows: "On board, March 1, 1838, the first boat was enabled to force her way through the upper section of the raft, and up to the 29th, five merchant steamboats passed up through the raft. On May 1, the navigation through the extent of the raft was considered safe. There were two boats lost near the head of the raft, the *Black Hawk* and *Revenue*." "The amount expended in opening the raft was \$311,000."¹²⁹

John T. Faris, "On the Trail of the Pioneer" uses very freely the account given in DeBow's Review Vol. XIX, not always giving credit¹³⁰ for the material. So he says: "It was impossible to wait on the process of nature. The whole Red river country was malarial because of the decaying timber. As the raft grew, settlers were driven back, not only by the malaria, but by the waters which overflowed the banks and the entire prairie and made a fertile country a lake from twenty to thirty miles wide. Homes were deserted and the development of the region was retarded."

¹²⁷Jno. T. Faris, *On the Trail of the Pioneer*, N. Y., 1920, p. 131.

¹²⁸E. W. Gould, *Fifty Years on the Mississippi*, p. 244 et fol.

¹²⁹E. W. Gould, *Fifty Years on the Mississippi*, p. 245.

¹³⁰Faris, *On the Trail of the Pioneer*, 1920, p. 132.

Continuing the story from DeBow:¹³¹ "The lower part of the raft was then in such a state of decay and yielded so readily to the grappings of the steamer, that about one hundred miles were pulled away the first season, and good navigation established through it up to Coates' bluff, now the flourishing town of Shreveport, so called in compliment to that officer. This so lately an uninhabitable bluff is the commercial inlet to the comforts and convenience of about 300 families and it ships more than 60,000 bales of cotton this year. All that remains of this formidable barrier may be about fifteen miles in length. The raft being here of recent formation, does not give the benefit of being rotted and has, therefore to be dismembered by the axe and saw and the force of steam is necessary to pull it apart. The distance is short but the labor is much greater."

Shreve prosecuted work on the raft during the years 1833-1838. It was his firm belief that the work should be further pursued until the last of the obstruction had been removed, and then at small cost the government could keep the stream free; but "on¹³² September 11, 1841, he was dismissed (from his position) because of political reasons."

The following account shows the disastrous consequence to the people of the Red river district of the government's failure to properly finish the work: "In November last¹³³ (1847), there assembled at Washington, Arkansas,¹³⁴ a large convention of the citizens of that state and Texas to take into consideration the subject of the interruption of the navigation of the Red river by the great and well-known raft. From the memorial of this convention addressed to Congress we extract: There is a great and growing barrier to our commerce and prosperity and the longer it remains, the greater will be the difficulty of its removal. We need scarcely allude to the Great Raft in the Red river. This great obstruction has retarded our growth as a state, for, so long as our navigable rivers are blocked up, emigration will be checked and the fertile lands which are everywhere to be found above the raft on and contiguous to the Red river will continue to be unsold and settled? (unsettled) * * * The whole people of

¹³¹DeBow's Review, Vol. XIX, 1855, p. 439.

¹³²Part I of Flagg's *The Far West*, 1836, 1837, Ed.'s note (in *Early Western Travels*, 1786-1846, R. G. Thwaites, Vol. XII), p. 280.

¹³³J. D. B. DeBow's (Prof. of political economy, commerce and statistics in the U. of La. N. O.) *The Commercial Review of the South and West*, Vol. V, 1848, N. O., pp. 94, 95.

¹³⁴In Hempstead Country on a branch of the Red River.

the United States are, so we conceive, indirectly interested in the improvement of this great river. It takes its rise far beyond the boundaries of the southern and western limits of our domain¹³⁵ and the productions of millions and millions of acres of land must necessarily be shipped down it to the various markets for which they may be designed * * * We have not the language to express in adequate terms the many and great inconveniences we suffer on account of this great obstruction * * * freights on the Red river are 200 per cent higher than on any other river on our continent. * * * The river now is completely blocked up for a great distance * * * the major portion of the lands bordering the Red river are now—comparatively valueless * * * while such inundations continue there will be no lands sold that are at all affected. * * * In support of this view of the case we can state that Captain Shreve was appointed by the General Government to superintend the removal of the raft and that he succeeded in clearing about 160 miles of it, and all the fine lands bordering that part of the river were reclaimed thereby and were readily sold by the Government and there are now flourishing towns and villages where there was nothing but a wilderness when Captain Shreve commenced the work.”

In the face of such a statement as that with which the above quotation is concluded, it seems to be rather unprofessional, to say the least, for a reputable work to publish such a sentence as this: “Just¹³⁶ below Shreveport navigation was formerly impeded by the great raft. * * * The U. S. government in 1833 undertook the removal of this obstruction, and after *various abortive* efforts Lieut. Woodruff in Nov., 1877 succeeded in cutting through the raft a channel, which can be kept open at slight annual expense.”

It is true the engineer at work on the raft in 1855 avoided the labor of breaking the raft from the point above where Captain Shreve had ceased to work in 1838. The author¹³⁷ of the article tells it thus: (“The engineer), by selecting one of the three bayous that the obstruction has forced the river through, proposes to open it into Caddo Lake,¹³⁸ (the only navigation where there is any) and through that into the river again.” The

¹³⁵This was, of course, an error as the Red River rises in the Panhandle, and Texas entered the Union in Dec. 29, 1845.

¹³⁶International Encyclopedia, 1890, article under “Red River.”

¹³⁷DeBow's Review, Vol. XIX, 1855, p. 439.

¹³⁸About 11 miles northwest of Shreveport.

part of the raft, therefore above Shreveport remained, and there seems to have been no further government effort to remove it until 1877.

The following bit of a statement would seem to indicate that another member of the Shreve family became interested in the Red river and in the West of that time: ¹³⁹“Several persons arrived recently at St. Louis in Missouri from Santa Fe, and among them, the brother of Capt. Shreve, who gives information of a large and frequented road¹⁴⁰ which runs nearly due east from that place and strikes one of the branches of the Canadian, [and], that at a considerable distance to the south of this point, in the high plain is the principal source of the Red river.”

This description would indicate that Mr. Shreve was the first to name any where near correctly the source of the Red river.

VII. TERMINOLOGY

The “terminology” here appended is interesting to a degree and more than once tempted the writer from the straight and narrow path of duty, into the wavering, winding road of forbidden (for a time at least) speculation. The “bit” of information herein given is the result of a little wandering.

Arks,—Long floating rooms, built on a flat bottom with rough boards, and arranged within for sleeping and other accommodations. You hire boatmen and lay in provisions, and on your arrival at the destined port, sell your vessel as well as you can possibly at half cost. On the whole when the navigation is good, this is pleasant and cheap travelling. Hundreds of them are on the river and can be procured of a size suitable for the number. Notes on a Journey in America by Morris Birkbeck, Lou. 1818, 3d p. 45.

These strange vessels are called “arks”; and truly they remind one very much of the pictures representing the flood which one sees in children’s books. They vary in length from 40 to 80 or 90 feet and in width from 10 to 15 or 20. They are flat-bottomed, perpendicular in their sides, square at the ends and slightly curved at the top. They are all made of rough planks, pinned together with wooden bolts or “tree-nails,” as

¹³⁹Part IV of James’s Account of S. H. Long’s Expedition, 1819-1820, in R. G. Thwaites Early Western Travels (annotated reprints) p. 279.

¹⁴⁰Probably the old Santa Fé trail.

they are technically called.—Travels in North America in the Years 1827-28 by Capt. Basil Hall, Edin. 1829, p. 321.

Bateaux-plats,—invented or devised by the French were flat-bottomed boats with pointed bows and sterns.—Mississippi Valley Beginnings by Henry E. Chambers, 1922, p. 22.

Cut-offs,—U. S. a shorter channel cut by a river across a bend.—Century Dictionary. Also,

The new and relatively short channel formed when a stream cuts through the neck of an ox-bow U; likewise, the crescent shaped body so separated from the stream.—Oxford Dictionary.

Among the causes of the inundations that have recently produced so much loss and distress on the lower Mississippi, in the opinion of the writer, must be enumerated the “cut-offs” which have been made at and below the mouth of the Red river.—The Mississippi and Ohio Rivers, by Charles Ellet, Jr., Phil. 1853, p. 77.

Double-decker,—U. S. colloq.—A boat with two decks above the waterline.—Oxford Dictionary.

Dug-out,—In the lower part of the valley (Mississippi) where suitable barks as birch were not to be found, the Indians used “dugouts,” or hollowed out tree trunks suitably shaped. The French gave these the name “pirogues.” They were made preferably of cypress * * * some 30 to 50 feet in length with a carrying capacity of thirty persons and forty tons of freight.

Full,—If spirituous liquors are taken, let the quantity be cautiously regulated. Every excess debilitates the system, and to think of escaping disease by keeping always “full” is desperate folly.—Directions to Emigrants, Scipio Greatfield, Cayuga Co. N. Y. 6 mo. 2 da. 1817, p. 353.

Keel-boats,—The flat-boat moved only down the stream * * * For carrying goods both up and down the stream the keel-boat or barge, as it is commonly called, was used. It had a round bottom and a keel or ridge on the bottom that ran the full length

of the boat. It was towed up the river by ropes carried by men on the bank, and also had sails that could be used when the winds were favorable. A keelboat, unlike a flat-boat, could be steered and kept in the stream; they rarely made more than twenty miles per day. The rope was fastened to the top of the mast near the bow of the boat to keep it from becoming entangled in the bushes along the bank. It took from two to three weeks to make the trip from Illinois to New Orleans but from three to four months to return.—*The Story of Louisiana* by William O. Scroggs, L. S. U. 1924, p. 215.

Low Irish,—The “low” Irish as they are called even here (Pittsburg) too often continue in their old habit of whiskey drinking * * * The low Irish and the freed negro stand at nearly the same degree on the moral scale.—*Notes on a Journey in America*, by Morris Birkbeck, 1818, p. 41.

Horns,—broad-horns, more familiarly called,— A name by which the flat-boats on the Mississippi and other American Rivers were formerly known.—*Century Dictionary*.

“The river’s earliest commerce was in great barges, keel-boats, and broadhorns.” *Life on the Mississippi*, Samuel Clemens, p. 41.

Milk,—Give no Ohio water to children just weaned—give them milk instead.—*Directions to Emigrants by S. Greatfield*, 1817, p. 353.

Orleans,—“These flat boats or orleans, as they are called in the Western waters are from 12 to 25 ft. wide and from 30 to 90 ft. long. Not over 100 nails are used in building one but they are stuck together by wooden pins. They will carry 700 bbl. of flour. They cost one dollar per foot length and sell at destination for 25 cents per foot length.—*Elias Pym Fordham a home seeker from England* (in *On the Trail of the Pioneer* by John Faris, 1920, p. 123.)

Passage,—The full price of a passage for a deck passenger from New Orleans to Louisville, a distance of 1450 miles costs generally ten dollars, that is two guineas.—*Travels in North*

America in the Years 1827-28 by Capt. Basil Hall, Edin. 1829, p. 349.

Planters,—A piece of timber or the naked trunk of a tree one end of which is firmly imbedded in a river, while the other lies near the surface of the stream. It is stationary.—U. S., Century Dictionary.

Radeaux,—A boat, devised by the French, closely resembling the flat-boat with blunt ends, that afterwards became so numerous on the Western waterways.—Miss. Valley Beginnings by H. E. Chambers, p. 22.

Sawyers,—Trees swept away by the water; when one end of such trees keeps bobbing up and down, the obstruction is called a sawyer.—Oxford Dictionary.

Snagboat,— A steamboat fitted out with apparatus for removing snags or other obstacles to navigation from river beds. Century Dictionary.

Western U. S.; The snag-boat service is an important branch of government work, especially on the Mississippi and Missouri rivers, where it was developed by Lt. Chas. R. Suter whose boat removed 1388 snags during six months in 1892.—Standard Dictionary.

Staterooms,—1660, Pepys Diary, 24 April—very pleasant we were on board the London which hath a stateroom much bigger than the Nazeby, but not so rich.—Oxford Dictionary.

“Before Shreve’s time, the cabins had been merely curtained off, but Shreve built rooms and named them after the different states. When a man came aboard he would say, ‘What state am I in, Cap?’—” The Youth’s Companion, “Forgotten Service,” copied in The Louisiana Historical Quarterly, Vol. 3, No. 1, Jan., 1920, p. 138.

“Jenny,” said Captain Lige, “did you ever know how cabins came to be called staterooms?”

“Why, no,” answered she, puzzled.

“There was an old fellow named Shreve who ran steamers before Jackson fought the redcoats at New Orleans. In Shreve’s

time cabins were curtained off just like these new-fangled sleeping-car berths. The old man built wooden rooms and he named them after the different states, Kentuck, Illinois, and Pennsylvania. * * * And from this river has the name spread all over the world—stateroom. Winston Churchill in "The Crisis" p. 324.

The account as given by Capt. Lige leaves the impression that Shreve was a very old man when he so named his cabins, as a matter of fact, he was but 31 years of age at the time.

Steamboat,—The steamboat is very small and dirty * * * Crammed with passengers, all equally disagreeable.—An Englishman's Pocket Note-Book in 1828, from *On the Trail of the Pioneer* by John T. Faris, N. Y., 1920, p. 133.

Texas,— [So-called in allusion to the State of Texas] a structure on the hurricane deck of a steamboat, containing the cabins for the officers. The pilot house is on top of it.—*Century Dictionary*, 1890-91.

When the big cabin appeared on top, it was at once named for the largest of the states, "Texas" which has been the technical name for it since.—"Forgotten Service," *Youth's Companion* in the *Louisiana Historical Quarterly*, Vol. 3, No. 1, Jan., 1920, p. 138.

* * * * "And I'll bet you can't tell," the Captain continued, "why th's house we're standing on is called the Texas."

"Because it's annexed to the states," she responded.—*The Crisis* by Winston Churchill, p. 324.

Tooth-pullers,— Among other singular objects were divers of those nondescript inventions of Captain Shreve, yclept by the boatmen, "Uncle Sam's tooth-pullers"; and judging from their ferocious physiognomy, and the miracles they have effected in the navigation of the great waters of the West, well do they correspond to the soubriquet.—*Flagg's the Far West in Thwaites Early Western Travels*, p. 113.

Wealth,— Perhaps there is no country on the globe where so much wealth is divided among so few individuals as in Lou-

isiana.—*The Western Navigator*, Sam Cumings, Vol. II, 1822, Phila.

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MAJOR JOHN B. PRADOS

A CONFEDERATE OFFICER

By James A. Renshaw.

There died in New Orleans not so long ago, March 21st, 1926, Mme. Emma Marie Icard Prados, widow of the subject of this sketch. Among her effects, guarded as her valued treasures, were several documents bearing on the military career of Major Prados. These papers, though worn with years of affectionate handling, are still in a fair state of preservation. During all the sixty odd years of her widowhood she had cherished them. Wet from the tears of her earlier grief, caressed by loving hands during later years, they became in her old age a tie that bound her to the years then gone, and oft her enfeebled hands opened them to her dimmed eyes, as she sought in their reading to live again in the past.

John Baptiste Eugene Prados was born Nov. 12th, 1836 in New Orleans, the son of Francois Antolin de los Dolores Prados, a native of Malaga, Spain, and his wife, Helene Legolphe of Opelousas, Louisiana. Young Prados grew up in this city, receiving his education here, and at the time of the breaking out of the war between the States was engaged in the Western Produce business.

On April 18th, 1857, he married Miss Emma Marie Icard, the ceremony being celebrated at St. Mary's Church (Archbishopric).

Hardly had the echoes of the firing at Fort Sumter died away, before young Prados volunteered his services to his State. Chosen by his comrades to be Major of the command, he duly received his commission as Major of the 8th Louisiana Regiment, the document being still in fine condition. It bears the signature of Thomas Overton Moore, Governor of Louisiana, and is dated June 10th, 1861.

This regiment, ordered to Virginia, gained a glorious record in the conflict, but officered by such men as H. B. Kelly, Colonel; Francis T. Nicholls, Lieut. Colonel; and John B. Prados, Major; how could that splendid body of men have done else than distinguish itself?

As late as the earlier months of 1862 it must still have been allowed the various regiments to ballot for their officers, for

about that time such an election was had by the 8th Louisiana but Major Prados was not among the chosen. The cause for this failure to re-elect is so clearly stated by such eminent authority as General Joseph E. Johnston, and in such complimentary terms of the worth and ability of Major Prados, that the letter in question and other correspondence connected therewith have been kept as valued heir-looms by the family. These documents here follow:

Hd. Q. Dept. N. Va.
May 15th, 1862.

COLONEL:

Major Prados, who will hand you this, has not been re-elected by his regiment—because, on account of high intelligence and energy, he had for six or eight months prior to the election, been employed upon various important duties which separated him from it. I strongly recommend him for appointment in your department—the highest you can give him—and request that when appointed, which I hope may be very soon, he may be assigned to this army.

He is one of the most intelligent, zealous and faithful officers I have met with.

Most respectfully,
Your obt. Svnt.
J. E. JOHNSTON,
General.

Col. Myers.

Cross Roads, New Kent Co.
May 15th, 1862.

GENERAL:

It must seem presumptuous in one so humble as myself to undertake to add to a recommendation made by the distinguished man whose name is signed on the foregoing sheet, but I cannot refrain, as an act of justice, from adding my testimony to the worth, ability and fidelity of Major Prados as an officer and his courteous and unexceptionable deportment as a gentleman. Part of his time he has been detailed for duty as Inspector in this Department and thus I know him officially; too much could not be said in his behalf. But Genl. Johnston has expressed it so well, I will not attempt to improve on him.

Yr. obt. Svt.

Note—I regret that the name and official title signed to this letter are undecipherable by me. J. A. R.

To HON. G. W. RANDOLPH,
Sec. of War.

I recommend Major J. B. Prados for the appointment of Brigade Qu. Master with orders to report to Genl. J. E. Johnston for duty. Major Prados has been most useful in the Army and his appointment, if made at once, will add to the interest of the service.

A. C. MYERS,
Q. M. Genl.

CONFEDERATE STATES OF AMERICA

WAR DEPARTMENT,
Richmond, May 19th, 1862.

You are hereby informed that the President has appointed you Brigade Quartermaster Major in the Provisional Army in the service of the Confederate States to rank as such from the fifteenth day of May one thousand eight hundred and sixty two. Should the Senate at their next session advise and consent thereto, you will be commissioned accordingly.

Immediately on receipt hereof, please to communicate to this Department, through the Adjutant and Inspector General's Office, your acceptance or non acceptance of such appointment, and with your letter of acceptance return to the Adjutant and Inspector General the Oath, herewith enclosed, properly filled up, subscribed and attested, reporting at the same time your age, residence when appointed, and the State in which you were born.

Should you accept, you will report for duty to Genl. J. E. Johnston.

GEO. W. RANDOLPH,
Secretary of War.

Major John B. Prados,
Brig. Qur. Mstr. P. A. C. S.

The Senate must have confirmed the appointment, for in an extract from an official document dated Nov. 26th, 1862, Major Prados was "By command of the Secretary of War" directed to report to Genl. J. E. Johnston.

And now I am more than pleased to present the following tribute to the kindness and courtesy of Major Prados, drawn up and signed by Federal prisoners of war, who were being taken to Richmond. It is a paper most highly prized by the Prados family, and less than two years after having been written proved of valuable service. This I will mention later.

Virginia, July 23d, 1861.

Resolved:

That we, the officers in the service of the United States of America, and at present prisoners of war, in the custody of Major Prados of the 8th Regt. Louisiana Volunteers; do hereby return our sincere and grateful thanks to the said Major Prados for his kind and Gentlemanly conduct towards us, the said officers, during our passage from Manassas Junction to the City of Richmond, Va.

MICHAEL CORCORAN, Colonel 69th Regt. N. Y. S. M.
 CAPT. W. L. BOWEN, Quart. Mast. 1st Rgt. R. I. V.
 CAPT. JOHN DOWNEY, 1st Regt. N. Y. S. V.
 REV. G. W. DODGE, Chaplain 11th Regt. N. Y. Vol.
 MORTIMER GRIFFIN, Capt. E. Co. N. Y. S. M.
 JAMES P. McIVOR, Capt. J. Co. 69th Rgt. N. Y. S. M.
 JOHN T. DREW, Capt. Co. G, 2d Regt. Vt. M.
 WM. MANSON, Capt. 79th Rgt. N. Y. S. M.
 SAMUEL DEGOLYER, Capt. Co. F, 4th Rgt. Mich. V.
 CAPT. I. A. FARRISH, Capt. 79th Regt. N. Y. S. M.
 C. N. BOUTELLIER, Surgeon 1st Minnesota Vols.
 ALFRED POWELL, Surgeon 2d Regt. N. Y. S. M.
 CHAS. WALTER, 1st Lieut. 1st Regt. Conn. Vol. Aide-de-Camp to Col. Keys.
 LIEUT. GEO. W. CALEFF, 11th Rgt. Boston, Mass. Vol.
 ANDREW McLETCHE, Asst. Surgeon N. Y. M. 79th Regt.
 WALTER B. IVES, 1st Lieut. 79th Regt. N. Y. S. M.
 WILLIAM K. WATSON, M. D., Asst. Surgeon 2d Regt. N. Y. S. M.
 GEO. B. KENNISTON, 1st Lieut. 5th Regt. Maine Vol.
 JOHN WAYTE, 1st Lieut. Co. B, 79th Regt.
 H. A. GOODENOUGH, JR., Lieut. G. Co. 14th Rgt. N. Y. S. M.
 M. A. PARKS, Lieut. 1st Rgt. Mich. Infantry.
 S. B. PRESTON, Lieut. Co. F. 4th Mich.
 W. H. CLARK, Lieut. Co. G. 4th Maine Vol.
 EDMOND CONNELLY, 2d Lieut. Co. K. 69th Regt.
 1ST LIEUT. A. E. WELCH, 1st Regt. Minnesota Vol.
 WASHINGTON A. CONNOLLY, Asst. Surgeon 2d Regt. N. Y. S. M.
 S. R. KNIGHT, 1st Lieut. Co. D. Rhode Island Regt.
 W. H. RAYNOR, 1st Lieut. Co. G. 1st Regt. Ohio Vol. M.
 JOHN H. SKINNER, 1st Lieut. G. Co. N. Y.
 T. B. GLOVER, 1st Lieut. Co. D. 4th N. Y.
 ROBERT CAMPBELL, 1st Lieut. 79th Regt. N. Y.
 SAMUEL IRWIN, Lieut. Co. A. 2d Regt. N. Y. S. M.
 D. S. GORDON, 2d Dragoons U. S. Army, temporarily attached to Col. Key's Staff.
 JAMES McNULTY, Orderly to Col. Corcoran 69th Regt.
 ALFRED ELY, Representative in Congress from the 29th Congressional District of New York.

Towards the close of 1862 Major Prados was assigned the duty of rounding up deserters, a task of no little danger. This was particularly the case when early in January, 1863, he was in Tangipahoa and adjoining parishes with orders to effect the capture of one F. P. Mancosos, whose reputation was such as to render the undertaking particularly hazardous.

On the morning of January 21, 1863 (there is some conflict of opinion as to the exact date) Major Prados, accompanied by Capt. Joseph F. Bauduc, learning that the man he sought was aboard the schooner "Virtue," at anchor in Lake Pontchartrain, all sails set, some little distance off shore between the mouth of the Tchefuncta river and the town of Mandeville, at once discussed with his associate the plan of capture.

Their first idea of taking a detail of men with them was abandoned for fear the captain of the schooner might take alarm and sail away. So throwing cloaks about them to hide their uniforms they took a skiff, with a negro boy to row them out, and reaching the vessel's side climbed aboard. The boy with the skiff was ordered back to shore. What then took place can only be surmised, unless the testimony of the captain of the schooner and of two sailors, to which I will allude later on, be accepted as a fact.

Reports from those on shore related, that the schooner soon set sail, and that the bodies of two men in uniform were thrown overboard. The "Virtue" sailed then directly for New Orleans, but no report of any unusual occurrence aboard was made to the officer in charge of the point where the vessel entered the city.

The excitement on the far side of the lake was great, as may well be surmised; but not till some two weeks or more later were the bodies found. That of Capt. Bauduc was seen floating on the water near Pass Manchac, while that of Major Prados was discovered a day or two after near La Freniere.

Mr. Randolph, a friend, first saw and identified the body of Captain Bauduc; and information was then sent to the family in New Orleans. Arrangements were made at once with Capt. Negrotto of the schooner "Stockton" for transportation, but a cash payment in amount of the value of the boat was exacted to provide against loss by possible capture and confiscation. Then the widow made application to the military authorities for a

permit, which was refused. Upon her saying that she would go anyhow, an officer exclaimed that any vessel leaving any of the lake-ends without a permit would be fired upon. "Then let them fire upon the widowed mother of five young children" she answered and left the room. When half way down the stairs she was overtaken and recalled by an orderly. The permit was issued.

Upon the return to the city Capt. Negrotto promptly made restitution of the payment originally required.

The funeral of Capt. Bauduc was attended by what the "Daily True Delta," in its issue of that time, termed an immense gathering and was an imposing event.

Of course a permit had likewise to be procured from the Federal General then in command at New Orleans to bring to the city the body of Major Prados. But to show the difficulties that were encountered even then, it is only necessary to state, that on returning to the city the party was stopped at the lines, the coffin opened and searched, and each individual was stripped of his clothing in quest of any contraband matter.

On the body of Major Prados were precious relics—his wedding ring with his initials and those of his wife, and the date of their marriage, was on his finger; about his neck was a peculiarly marked religious medal given him by his mother; in the pockets of his uniform a French manuscript prayer written by his sister-in-law on his leaving for the front; and a commendatory letter from Genl. Pemberton; while about the body was still buckled his sword, which latter the family deposited in after years in Confederate Memorial Hall.

An inquest was held in New Orleans by Dr. E. D. Beach, Coroner. Notwithstanding various rumors, which had been freely circulated, concerning knife wounds and other forms of attack, the report as published in the newspapers of the day, of Dr. Stone and Dr. Schuppert, who made the post-mortem, showed no marks of outward violence had been found, and that death had ensued from drowning. Nicolas Appalonia, captain of the "Virtue," and two of his sailors testified, that after the officers had climbed aboard and made the arrest of Mancosos, they (the officers) ordered the schooner to be sailed into shore; that these officers were knocked overboard by a swinging boom, that although they (the deponents) were anxious to rescue the offi-

cers and proceed to shore, Mancosos refused to listen to such proposition, saying he and the crew would be hanged by the populace, and ordered the schooner to sail at once for New Orleans.

The jury found "F. P. Mancosos and Capt. Nicolas Appalonia criminally guilty in not saving or trying to save the lives of the said deceased, Major J. B. Prados and Lieut. Joseph F. Bauduc, when they could have done so."

The parties so charged were arrested and tried, Thos. J. Durant defending Mancosos. The case lasted several days and was bitterly contested, ending however in the release of the prisoners.

From the records available it would seem, Mancosos became a detective under Federal authority, while Dr. Beach lost his official position for having held the inquest without the necessary military permit.

As bearing on this matter I now quote from a letter written during the present month (October, 1926), and which I have been permitted to use, as follows:

"Regarding the death of your father and mine I obtained, in Pass Christian, during 1883 from a sailor who was on the schooner Virtue when the sad occurrence took place, that never went into print. He said that the evidence at the time was made to 'suit the defense.' What he told me was that they had placed some soldiers in a skiff in a nearby marsh, in case they were needed, but the weeds prevented them from seeing signals when they were needed. That the boom of the main-sail was purposely jibed violently and at the same time the tiller was pulled out of the rudder-post and both were struck with it; and that my father, Capt. F. J. Bauduc, was additionally stabbed by Mancosos himself."

The funeral of Major Prados was held March 2, 1863, attended by a large concourse of citizens; a great body of firemen, still at that time a volunteer organization of which the deceased had been a member; and delegations from the various Masonic chapters. I am told by one of the older members of the Prados family, that shortly prior to the hour set for the funeral a detachment of Federal troops marched to the residence to forbid anything like a public ceremony. In the parley that ensued the letter of tribute to Major Prados from Federal prisoners of war was shown, and in consequence the soldiers were withdrawn

from the immediate vicinity of the house and stationed a block or two away. The interment was in the St. Louis cemetery.

Some few months back the widow of Major Prados passed away and her body was tenderly placed beside that of her husband, whom she had mourned for over sixty years. And there in that old burial ground within sound of the bells of that church, within whose sanctified walls these two had pledged their troth, the one to the other, in the sun-lit days of their youth, they peacefully slumber.



EDITOR'S CHAIR

By Henry P. Dart.

**IN MEMORIAM
WILLIAM BEER**

The death of William Beer calls for more than a perfunctory expression of sorrow from the Quarterly. His connection here was a source of great joy to him and to his associates. He had taken part in the movement to found this publication and he had been actively identified with the Advisory Editorial Board from the reorganization of that department under the present management. Before that time, for thirty years or more, he had been assiduous in attention to the welfare of the Louisiana Historical Society. The early Publications of that body and almost every volume of the Quarterly carry evidence of his intense interest in our purposes. He had no pride of authorship and was concerned only to discover and to furnish material that deserved preservation or that some other pen could work into shape. When he did write, it was brief, terse without ornament, but always on some interesting topic.

His time was frequently consumed on tasks that exhaust the strength and bring no reward save the satisfaction of duty well done, such as the preparation of bibliographies, of which we have an example in his List of the Writings of Grace King in the Quarterly for July, 1923, pp. 378-9. Another and very difficult labor was the Calendar of Documents, 1679-1769, in the Volume of French Mss. of the Louisiana Historical Society printed in Publications of the Louisiana Historical Society, Vol. IV, 1908. If Mr. Beer had done nothing else in life, this particular accomplishment would entitle him to the gratitude of all students of Louisiana history.

Wherever he went, Mr. Beer was alert to serve his mission, the Library, and to be useful to the Quarterly. Before he began in very recent years to show signs of physical failure, it was his habit to make his annual holiday a treasure hunt and he seldom returned without bringing some trophy for the Library and for these pages. His last contribution of this character was the rare copy of the Report of the Committee of Inquiry on the Military Measures of General Andrew Jackson against the Legislature of Louisiana in December, 1814, reprinted in the Quarterly for April, 1926.

William Beer was born in England and received there the degree entitling him to practice medicine. His bent, however, was to a different field and he sought this eagerly and cultivated it with keen industry and an unusual faculty for knowing the right thing to do. His advancement to the position of Librarian of the Howard Library in New Orleans was an opportunity for the institution and the man. Under his care it became a great repository of reference books. The fame of the Library and of its Librarian reached the uttermost limits. Both were recognized wherever scholars gather and no visit to New Orleans was complete without seeing both.

Mr. Beer had a marvelous and accurate memory, well stored with facts and stories and gossip of Louisiana, her authors, her people and their works and ways. He had apparently met everybody worth meeting in the line of his own endeavor and had stored up something interesting from each contact. He broadcasted his knowledge upon all inquirers; he would spend days hunting down some matter upon which his aid had been sought. To the humble and the mighty, to poor and rich, Mr. Beer was always accessible but all were handled on the common ground of human interest. A man or a woman seeking knowledge needed no other passport. He knew in his broad vision neither sex, religion, politics, power or favor. In brief his mind was a reference book constantly resorted to by all who brought to its door the introduction of genuine interest and serious purpose.

He had a fine scorn of pretense and superficiality, but his diplomatic tongue did not lash the offender. He felt it was enough that he had suffered in meeting such without expending his resentment on the perhaps unconscious intruder. This indeed, was the badge of Mr. Beer's life, to help all comers, to deny none, to open freely, generously, without compensation to the poorest and the most misled, to the scholar or the searcher, the knowledge he had acquired in years of service.

Mr. Beer was so busy, his interests were so manifold, his duties so persistent, he apparently never found time to marry, but he loved people and he was a welcome guest in many houses, at home and abroad. He was a devotee of opera and as he had lived through the period of its grandeur in New Orleans, his associations here added another charm to his volume of reminiscence. He was singularly modest considering the fullness of his experience, and withal he had a simple unassuming manner that

left no room for egotism. To these qualities he added rare common sense in all that concerned his chosen field and a gift of quiet humor increased his charm. On the whole he may be said to have been a man of the world, at home wherever he happened to be and always sure of friendly attention.

The writer recalls many happy hours in his society, "listening in, while William Beer talked." He loved a good listener, particularly toward the end of his life, but he talked only when he believed the listener was like himself, a searcher after truth. One of the last letters from him a few weeks before his death typifies the man. He had taken a keen interest, as he always did, in the labors of his friends and at the end of a trial that had attracted much attention, came his brief and unexpected comment. "I would have been horribly disappointed if the Judge had not taken humanity for guide instead of *common law*." He wrote there what well might be his epitaph, "He loved humanity."

Our last meeting was at his bedside a very short while before his death; his speech came with difficulty, but the spirit of the old worker was still aflame. With his tasks piled up about him and his busy pen in hand, he seemed unconscious the Angel was even then waiting. Had he known it, we doubt, however, he would have met it otherwise. Life to him meant not idleness but labor and it would have been his choice to be on duty and at work when the Summons came.



RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXIV.

(January, 1740, to April, 1740.)

By HELOISE H. CRUZAT

Note by the Editor of the Quarterly: The printing of this Index was suspended at the end of 1739 to enable us to supplement it with papers discovered after the printed Index had advanced close to that year. This supplemental index was concluded in the January, 1927, Quarterly, and the principal Index is now resumed at the year 1740. The body of the Index for this year was prepared by Wm. Price, Esq., many years ago and his work has been revised and supplemented by the Editor and Mrs. Cruzat.

Jan. 3. 2 pp. **Bond** furnished by Barthelmy Bimont who owes 530 livres to J. B. Faucon Dumanoir, Agent of the Company of the Indies, which sum he promises to pay in six months from date, and binds his property as security therefor.

Bond furnished for debt due the Company of the Indies.

Jan. 3. 4 pp. **Sale of Slaves and Land.** Property of Laurent Boissiere and his wife seized for debt to the Company of the Indies. A couple of negroes and their two children sold to Francois Jahan for 3330 livres. Item: Seized a piece of land awarded to same Jahan for 530 livres cash. Proceeds in each case credited to Boissiere's account with the Company of the Indies.

Suit by Company of the Indies to recover debt due by Laurent Boissiere and sale of defendant's property to pay s.l.me.

Jan. 3. 2 pp. **Bond** by Francois Jahan, employee of the Company of the Indies, who owes its Agent, J. B. Faucon Dumanoir, the sum of 3315 livres, which he promises to pay in one year from date. Mortgage security and personal security offered by Mr. Pery. Negroes were seized against Mr. and Mrs. Boissiere, debtors to the Company.

Bond furnished for above purchase price.

Jan. 5. 1 p. **Lease** by Barthelmy Bimont and wife. A house and other buildings on same site to Gerard Pery for term of three years, at 800 livres yearly.

Lease of house in New Orleans for three years.

October 1, 1740. Bimont and his wife receive from Mr. Pery the sum of 2900 livres for

rent of house and cellar. Possession to be retained until end of December, 1743.

Jan. 5. **Deposit** of silver francs as a tender. Pierre Ferrand, acting for Estienne Louis, alias Champagne, states that Champagne bought a seine from Mr. Piemont for 150 francs in silver which Mr. Piemont declines to receive because some of the Spanish coins tendered weigh less than their present counterparts, though still accepted in trade. Ferrand therefore deposits the money with Recorder Henry.

1 p.

A debtor tenders silver francs in payment tho' short in weight.

January 8, 1740. Mr. Bancio Piemont receipts for given sum of 150 francs.

Note: The franc and livre had the same value of 20 cents U. S. money. Franc is not often used in these documents. The livre was the current money.

Jan. 5. **Frenaussa vs. Louis Riege.** (Document illegible.) Citation issued and signed by Salmon. Notice of citation served on Louis Riege by Sheriff Lenormand on January 7.

2 pp.

Jan. 9. **Petition to Council** by Procureur of Vacant Estates, for citation of Sr. Lioteau to answer demand here made and to remit to petitioner titles to land which were in hands of his deceased wife. Notice of citation served on Sr. Lioteau by Sheriff Lenormand.

5½ pp.

Succession of Delatre, deceased first husband of Francoise Lioteau also deceased. Action to recover property from second husband.

Certificate from Church Registry by Father Pierre, Capuchin, of the death of Catherine Laurendiere, wife of Pierre Coudret, and testimony that said Madame Coudret died about four hours later than Isabelle Delatre.

Inventory of goods of deceased Delatre, husband of Francoise Lioteau, with this document.

Decision. February 6. Decision of Council. Procureur D'Auseville vs. François Lioteau, husband of late Madame Elizabeth Delatre. Conjugal goods movable to stay with François Lioteau. Real property to be sold at auction; proceeds to be divided between Lioteau and heirs of Madame Delatre. Communicated to Procureur d'Auseville.

2 pp.

Notice of auction sale of Lioteau.

Note of Sale. On petition of D'Auseville, the lot and appurtenances in this town, between properties of François Lioteau and one Martin will be called for sale February 14th, 21st and

28th. Final proceedings to occur on March 5, 1740.

- Jan. 9.** 3 pp. **Sale of Cattle.** Sixty-one head belonging to Cous-tilhas estate. Buyer must go after them at his own cost. Award to Sr. Gautreau for 2600 livres.
Sale of cattle in the woods.
- Jan. 9.** 3 pp. **Decisions in Sundry Suits:**
Decisions by Superior Council.
1. *Piemont vs. Aufrere.* Defendant to pay net accounts due.
 2. *Piemont vs. Charles Lemoyne.* For P.
 3. *Marsilly vs. Ignace Trepagnier.* Further process.
 4. *Dame Broutin vs. La Pierre.* Madame B. shall first show how La. P. killed the horse in question.
 5. *Kernion vs. Michel Bo.* B. to pay claim in corn.
 6. *Joseph Chaperon;* deed of gift confirmed for execution. Reference to marriage contract dated May, 1727.
- Jan. 11.** 1 p. **Petition to Sell a Lot.** Francois Fauchaux asks leave to sell a lot belonging to him in New Orleans. Approved under due forms: Salmon.
For permission to sell real property in New Orleans. February 1, 1740. Sheriff Lenormand reports he has advertised the matter three times, nobody opposing.
- Jan. 16.** 1 p. **Contract in Tar and Pitch.** Bertrand Jaffre, alias La Liberté, engages to furnish Mr. Perry his whole output of tar and pitch. Tar at 10 livres a quarter in cask; pitch at 12 livres a quarter in cask weighing 200 lbs. Goods to be delivered on levee at New Orleans in Mr. Perry's shed or on board vessel, if one be there. All this in course of March next.
To furnish tar and pitch on the levee at New Orleans.
- Jan. 16.** 1 p. **Court Summons.** Sheriff Lenormand serves notice on Beaupré, a soldier, to plead at 8 A. M. in answer to charge of assault on the soldier Colombier of Natchez garrison.
Prosecution for assault at Natchez.
- Jan. 20.** 1½ pp. **Suit for Recovery of Debt.** Sr. Trenaunay vs. Calimache. January 20, 1740. Citation issued by Salmon and notice served on Sr. Calimache by Sheriff Martin Lenormand.
Action for debt.

Jan. 22. 2 pp. Petition for Confirmation of Will. Guillaume Fauche, having been named as executor for late Jean Detharade, alias La Rigueur, an Illinois settler, who died near Natchez while en route for New Orleans, asks Council to receive the will, and Judge Salmon appoints Councillor Bobe Descloseaux to take charge of case.

Succession of Jean Detharade, alias La Rigueur, of Illinois who died at Natchez en route to New Orleans.

January 22. Will probated. In response to petition of Guillaume Fauchoux, named as executor for the late Jean Detharade, alias La Rigueur, made by deceased in vicinity of Natchez, Council orders preliminary inventory, and admits the will to probate.

Will of decedent made en route at Natchez.

Signed : Salmon, La. Freniere, Fazende, Couturier.

Jan. 22. 4 pp.

Inventory of goods and papers of the late Jean Detharade, alias La Rigueur. Proceedings conducted by J. B. Bobe Descloseaux, at the house of Fauche. Goods include beaver skins, a negro slave bequeathed to the Jesuit Fathers and a savagess of the Fox nation to the Ursuline nuns.

Inventory of said succession.

Jan. 22. 1 p.

Receipt for wages to Claude La France, Francois Roy and Jean Baptiste Bourgeois, hired by the late La Rigueur, receipts to his executor Guillaume Fauchoux (elsewhere Fauche), for wage accounts; respectively 200, 200 and 35 livres.

Payment of decedents employees.

Jan. 22.

Inventory and Sale of Property. First part duplicate preceding record : Second part, January 26, 1740, describes auction of 345 beaver skins, awarded to Mr. Gerard Perry at 46 sols per lb., making total proceeds (on 487 lbs.), 1120 livres, 2 sols.

Sale of effects of estate.

Auction conducted by Jean Baptiste Claude Bobe Descloseaux.

Bond for legacy.

Henry, Clerk of Council, binds himself to pay Jesuit Fathers the sum of 1000 livres bequeathed to them by La Rigueur, thus discharging the executor. (See February 8.)

Jan. 25. 2 pp.

To Appoint Tutor. Procureur General Fleuriau reviews the case of Couparts' minor daughter, now being educated in Convent. Her original tutor, Thomelin, resigned by reason of advanced age, and her subsequent tutor, Jean Baptiste Leonard, wishes to relinquish his office. Le Quintrec, alias Dupont, is willing to succeed him, and Mr. Fleuriau recommends

Superior Council appoints a tutor to a minor without first consulting a family meeting.

his election by Council directly. So ordered with due provisos.

Signed: Salmon, La Freniere, Fazende, Raguét, Couturier.

Jan. 25.

½ p.

Order to owners to construct levee.

Order to Srs. De Bellile and his associate, Pasquier, to build levee immediately following petition of Madam de St. Aignet.
Signed: Salmon.

Jan. 25.

1 p.

Consent of heirs of decedent to allowance out of his estate, to support natural son.

Petition by heirs of Francois Allevin, who died at Mobile, to be allowed the sum of 300 livres on his estate, to enable his minor son to learn a trade.

Procuration granted before Notaries of Corbeille by brothers and sisters of deceased Allevin to enable said sum of 300 livres to be given to Allevin's natural son to enable him to learn a trade.

Court Order. Minor's allowance. Directing Attorney of Vacant Estates to remit the sum of 300 livres to Mr. Le Breton for investment in behalf of Allevin minor. Principal to be turned over to him when of legal age.

Jan. 26.

Certificate by C. La France that brandy was put aboard Liberge's pirogue bound for Illinois.

Jan. 27.

2 pp.

Proceedings to establish death of man reported slain by Indians.

To Establish Obituary Datum. Procureur General Fleuriau apprises the Council that the family of one Gabriel Hyerosme Bosquet de Soissons would like to ascertain what has become of G. H. B. Word from Pointe Coupee has it that he died at Yazoo Post, which was entirely destroyed by Natchez Indians in 1729. Parish Priest (of S. J.) was killed and the great King's edict of 1667, requiring death certificate based on parish records falls aside the mark where the last vestiges of officialdom are swept away. But in unforeseen cases the Court may act; hence let those persons be cited who can testify to the purpose.

Jan. 27.

Testimony to prove death of Bosquet. In regard to said Gabriel Hyerosme Bosquet. One woman escaped and she alone would have direct knowledge of the fate of G. H. B. Item, let the statement of R. P. D'Outreleau, S. J., Superior, suffice to prove the inexpediency of

consulting parish records where none exist. Be it done as required. Salmon.

February 4. Madame Jeanne Pezé, widow of Jean Blondin and now wife of Nicolas Duret, alias Belhumeur, was acquainted with Gabriel Gerome Bosquet and knows that he perished in the Yazoo massacre. Madam alone escaped save another woman, since deceased at New Orleans.

Nicolas Picart, archer of Marine, attests to same as regards Bosquet and adds that he died a bachelor and childless. A soldier, Bory, was the only one of the garrison to escape.

- Jan. 28. **Power of Attorney.** Charles de Morand, being about to start for Pointe Coupee, empowers his wife, Dame Catherine Hays, to represent him in his absence.
2 pp.
Procuration from husband to wife.
- Jan. 28. **Pilot Labrousse** of the ship *Le Comte de Maurepas*, 250 tons, belonging to Mr. Jung of Bordeaux, gives a still more graphic account of the ownership of said ship by an English pirate captain from Jamaica. They were forcibly routed from that Island but stormy weather diverted them towards Isle of Pines. Finally the French ship with part of her crew were bidden to continue their course to Louisiana.
Report on Piracy.
- Jan. 28. **Sale of Slave.** Jean Labro and his wife, Dame Marguerite Dardenne, sell the negro boy, Scipion, aged about 12 years, to Nicolas Godefroy Barbin, Royal storekeeper at the Balize, for 1000 livres, 300 livres of which were paid cash.
2 pp.
Sale of slave.
June 18, 1740. Jean Labro receipts to Barbin for remaining 700 livres.
- Jan. 28. **Memo.** without signature concerning affairs of late Dupare with Rasteau and sons. When certificate reaches him, will do his best to obtain payment.
Memo from Rasteau and Sons concerning several matters.
February 9, 1740. Nothing was saved from the Atlas . . . he is still awaiting letters which might be found "in trunks of late Mr. Kerloret when seals are raised and has written thereon to the intendant at Brest."

September 19, 1740. Nothing to be done with certificate of Mr. Gendreriche approved by Mr. de la Pommeray and Mr. de Salmon on Dupare receipt . . . effort to compel Mr. Volland to reimburse sum due . . . otherwise obtain bills of exchange on General Treasurers of the Marine or that Mr. Salmon send statements of revenues. (Evidently an unfinished letter of instructions.) It covers two pages in good script, but badly water stained.

- Jan. 29. 4 pp.** **Petition to Superior Council** by the Procureur of Vacant Estates for citation of Sr. Calimache, for payment of 3000 livres due to deceased Herpin. Citation by Salmon and notice on Sr. Calimache by Lenormand.
 Suit for moneys due a decedent.
- Jan. 29. 2 pp.** **Procuracion to Mr. Gerard Pery** from Bordeaux by Demoiselle Marie Peyraud, widow of late Jean Ferchaud, his creditor, and guardian of eight of their children; also from Jean Francois Pallis, creditor merchant, for collecting any and all avails from Attorney D'Auseville. Filed at New Orleans, May 19, 1740.
 Procuracion from France to collect monies from the attorney of vacant estates administering Succession of Ferchaud.
- Jan. 30. 2 pp.** **Contract of Service.** Iherosme Dupont and his wife, Marie Elizabeth, agree to serve Joseph Blanpin, partner of Joseph Jean Dupont, alias Le Kintrek, in the village of the Atacapas and elsewhere in fur trade circles for the "space" of six years from date, at 200 livres for both, man and wife. Accessory provisos.
 Contract of man and wife for service in fur trade at the village of the Atacapas.
- Feb. 1.** **Francoise Trepagnier**, wife of Sr. Macarty Mac-tigue, Captain of Infantry, creditor by note of the late Sr. Harang for 150 livres, protests in the Registry against division of his estate until payment of this debt. Sr. D'Auseville, Procureur for Vacant Estates, is notified of this at his domicile by Sheriff Lenormand.
 Protest of creditors against administration of Harang estate before providing for this debt.
 September 4, 1739. Copy of this protest certified by Sr. Henry, Clerk of Council.
- Feb. 3. 2 pp.** **Sale of Real Estate.** Francis Faucheux conveys to Simon Pellin, a German, a site 466 Bourbon Street, with cabin of stakes and bark roof and mudwork chimney, for 480 livres.
 Sale of real property in New Orleans.

Feb. 4. **Capraise Mathieu** files in the Registry a report that he went to ask questions of his negress hired to Sr. Gauvain, and it is said she has left for parts unknown. If recovered he prays that she be chastised consistently with the nature of the case, irrespectively of Mr. Mathieu's other grievances against said slave.

2 pp.
Report on runaway slave.

Feb. 5. 1 p. **Claude Trenaunay Chanfret**, settler at Pointe Coupée, reports he has come to town to pursue his debtors, Louis Riché and Jean Raballé. This being his only business in New Orleans, he protests that his traveling expenses should be paid by said Riché and Raballé and declares he will stay until such payment.

A creditor from Pointe Coupee advises the Council of his presence in New Orleans for the purpose of collecting his debt from local resident and claims his travelling expenses.

Feb. 6. 2 pp. 1. Trenaunay vs. Roche. For Trenaunay; 3888 livres.
2. Trenaunay vs. Jean Roche. For T., 3826 livres.
3. Trenaunay vs. Calimache. For T.
4. Marsilly vs. Ignace Trepagnier. Still pending.
5. Marsilly vs. Ignace Trepagnier. Adjourned.
6. Marsilly vs. Ignace Trepagnier. Adjourned.
7. D'Auseville vs. Calimache estate. Still pending.
8. D'Auseville vs. Calimache estate. Defendant to keep movables.
9. Macarty vs. D'Auseville. Parties to fall in line with creditors.

Judgments rendered by Council.

Feb. 7. **Charles de Morant and his wife**, Dame Catherine Hays (signed Haiys), acknowledge debt to J. B. Bancio Piemont, acting also for Sieur Bourguine, shipowner at La Rochelle, the sum of 28,395 francs for stated advances in tobacco, with mortgage security.

4 pp.
Acknowledgment of debt and receipt for payment therefor.

February 13, 1744. Mr. Piemont receipts in full discharge of debt, partly in tobacco, partly in cash.

- Feb. 8. **Inventory** of personal and real property, slaves, papers, assets and liabilities of late Faquier, husband of the widow of François Grace.
8 pp.
- Succession of Fauquier.**
February 15, 1740. Attorney D'Auseville opposes delivery of sale proceeds to the Widow Grace (Faquier) 'till he be paid the sum of 1738½ francs for cause duly stated.
- Feb. 8. **Receipt of Bequests.** R. P. D'Outreleau, S. J., Superior of the Jesuit Missionaries in this Colony, receipts to Guillaume Fauche, executor for late Jean Detharde, alias La Rigueur, for the sum of 1000 francs and a negro man named Jupiter; bequests to the Jesuit Fathers.
1 p.
- Payment of legacy to Jesuit Fathers.**
See Jan. 22.
- Feb. 9. **Declaration in Registry** by Sieur Louis Riché that on Sr. Trenaunay's petition he has been cited to pay a sum which he has already paid to said Trenaunay in notes signed by Sieur Rasteau. He requests that above declaration be certified and affirms that he does not know how to write nor sign.
(14293)
(2794)
1 p.
- Answer of Louis Riché to suit of Trenaunay.**
Signature of Henry, Clerk. (See February 5, on this subject.)
- Feb. 10. **Antoine Roux**, alias La Fleur, and his wife, Anne Marie, German by nation (of whom the name cannot be written in language French), acknowledging that they owe fairly and legitimately to the Company, the estate of late Sieur Yset. Item, same parties owe on their own account 1100 livres for slaves and advances. Total obligation 3474 livres, payable in two equal installments, February 10, 1741, and February 10, 1742. Discount of 50% if paid on time. Mortgage security.
3 pp.
- Acknowledgment of debt to Company of Indies.**
- Feb. 15. **Procureur D'Auseville** submits a statement of his accounts with late Sieur Grace and late Sieur Faquer. Total debit to M. D'Auseville, 1738½ livres. He files opposition and will sign the same this afternoon to the extent of said amount.
1 p.
- Account of Procureur of Vacant Estates.**
- Feb. 15. **Joseph Meunier** claims 282 livres from Ferchaud estate, balance due for house rent.
2½ pp.
- Suit for house rent.**

- Feb. 18. **Francois Le Normant Duplessis** certifies to some particulars of a contention between Commander Taillefer at La Balise and M. Barbin of New Orleans, concerning a cable borrowed by Le Normant as pilot of a Spanish vessel. M. Barbin complained of supposed laxity of Taillefer; whereas it was a gunner and not Taillefer who supplied the cable. Said gunner was accredited to Barbin. Filed at New Orleans May 2, 1740. Blurred.
- 2 pp.
Report on marine dispute, La Balise.
- Feb. 24. **Leaves** 300 livres to Capuchin Fathers and 500 livres to the poor of the Hospital, various provisos for emancipating Jeanneton and her little daughter; they being partly owned by Madam Jaffre. Other provisions for his family; Gerard Pery named executor.
- 5 pp.
Will of Jaffre, alias La Liberté.
- Feb. 25. 1 p. **Abraham**, a Swiss, engages to attend Louis Turpin (written Tarpin), settler in Illinois, on a trip thither by dugout and has received 230 livres in advance for full hire, save keep.
- Contract to hire for service in a dugout.
- Feb. 26. **The Parties are** Louis Riché, a resident of Pointe Coupée, son of Clement Riché and . . . , both deceased. He states he was so young at the time of his mother's decease that he does not remember her family name, but he knows that he is a native of Lorraine, Bishopric of Metz; Marie Catherine Frederic (Dufritac), minor daughter of Sr. Frederic Dufritac, surgeon at the German Coast, and Marie Catherine, also deceased, a native of Carlestin, Village and Parish of Des Allemands, Bishopric of Quebec. Rev. Father d'Outreleau, Superior of the Jesuits and Director of the Ursulines, stipulates for the bride, who is a boarder of the Ursulines.
- (14316)
(2801)
5 pp.
Marriage contract Louis Riché and Marie Catherine Frederic (Dufritac).
- Signed: Marie Catherine Frederic, Piquery, Jahan, Robert Avare, (witness); Roumier, Henry, Notary.
- Feb. 26. 1 p. **J. B. Faucon Dumanoire**, Agent of the Company of the Indies, discharges Attorney D'Auseville of 486 livres on account of Company's claim against late Claude Chardon. Checked by Raguet April 2, 1740. Stained.
- Receipt for payment of debt due Company of Indies.

Feb. 27.
3 pp.

Emancipation
of a minor.

Pierre Daniel petitions for emancipation from the disabilities of a minor. The Judge orders a family meeting to consider the same. Among these were an unusual number from other parts of the Colony, namely, Louis Turpin, Jean Hanry, alias La Rose; F. Grevenber, alias Flamand, of Arkanssas; Illinois Traveler Francois Reys, Phillippe Chauvin, settler in Illinois, and another Illinois settler, Joseph Philippeaux. They endorse the emancipation upon condition that none of the minor's property may be sold, pledged or alienated short of Pierre Daniel's actual majority. This advice is homologated by the Council and the petitioner emancipated accordingly.

Feb. 27.
1 p.

Feb. 27.
1 p.

Report of death
of infant slave.

Francois Larche Grandpre and his wife, Julienne La Brosse, file notice of the death from "worms" of a two-year-old mulatto child of the negress Marianne, belonging to the estate of Joseph Larche, brother to Francois.

Feb. 28.
2 pp.

Power of attorney
in blank.

Louis Durez or Duret, son of late Joseph Duret and Jeanne Emerit of Xaintes, to (blank) for settling his maternal estate, wherein he is joint heir with his brother, Joseph, and sister, Catherine.

Feb. 29.
2 pp.

Acknowledgment
of debt.

Louis Turpin acknowledges debt to J. B. Banco Piemont, the sum of 4000 livres, value received in merchandise and beverages, from Piemont's warehouse, for Louis Turpin's Illinois trade. Payable in June, 1741. If Louis Turpin brings peltries to town, J. B. Banco Piemont shall have option thereon. Mortgage security offered by Louis Turpin. June 7, 1740, Mr. Piemont acknowledges payment on account of this debt an Illinois draft for 1938 $\frac{3}{4}$ livres, tendered by R. P. D'Outreleau (S. J.). Receipt portion faded.

Mar. 1.
4 pp.

Release of liability under a
marriage contract.

The Heirs of Trepagnier agree with Joseph Carriere, their brother-in-law, that the dowry of 6000 livres stipulated in their sister's marriage contract was not actually received by him and by mutual consent he is released therefrom.

Mar. 1. **Petition** by Sr. Villars Du Breuil to Sr. Salmon, (13560) to order Sr. D'Auseville, Procureur of Vacant Estates, to turn over to him all papers concerning estate of Sr. Harang, to enable him to make a statement of same.

1½ pp.
To obtain an accounting of the Harang estate from the Procureur of Vacant Estates.

Signed: Du Breuil.

March 1. Citation of Sr. D'Auseville as Attorney of Vacant Estates and order that he turn over all receipts in this case to Sr. Du Breuil.

Signed: Salmon.

Mar. 1. **Petition to Superior Council** by one Thgoen, an (No. number) Irishman, complaining that an Englishman, Gems by name, hired to deceased Sr. Liberge, owes him 80 livres for a gun, a hat and three shirts petitioner sold him, which he can prove by various witnesses. Said Gems was killed with Sr. Liberge and besides this debt Sr. Liberge has promised to pay him on his arrival in Illinois the sum of 150 livres, and he prays that the Procureur of Vacant Estates be ordered to pay these debts from returns of Liberge estate. (Corner of this document torn off.)

1 p.
An Irishman seeks recovery of a debt from the estate of a deceased Englishman.

Mar. 2. **This is the Succession** of a Lieutenant in the Colonial Army who died at Fort Assumption, January 27, 1740. He was the second husband of Laurence LeBlanc, widow by first marriage of Joseph Chauvin Delery, by whom she had three children. Her marriage with St. Aignet was in 1738 and she bore him one child. The record contains 28 documents covering some 63 pages of manuscript. It deserves careful study as it reflects the social and economic conditions of that period. We hope at some time to print a part of these papers.

Succession of Guillaume Cloche Chevalier de St. Aignet

Statement by Editor Louisiana Historical Quarterly.

Mar. 2. **Petition** to Mr. de Salmon, (Ordonnateur), by (14352) Fleuriau, Procureur General, who states that he has just been informed by boats coming from the army, of the death of Sr. Guillaume Cloche de St. Aignet, Lieutenant of the Marine, on the 27th of January last, at Fort Assumption. Sieur de Noyan, Major General of the army has had an inventory taken of the effects he left in camp, but as he leaves a widow and a little daughter of two or three

Succession of de St. Aignet, continued.

Petition for inventory.

years, a plantation and creditors, it is proper to take an inventory of his goods, movables and immovables and to effect sale of same and also to elect a tutor to his minor child and a special tutor to the three minor children of his widow, issue of her marriage to Sr. Chauvin Delery, her first husband, to settle the respective rights of the minors of both marriages, therefore he prays that inventory be taken. This is granted by Salmon, and Bobé Descloseaux is appointed Judge in the case.

(14353)

Inventory of
the estate.

March 3, 1740. Inventory of estate of Sr. Guillaume Cloche de St. Aignet, and seals affixed thereto by Sr. Jean Baptiste Bobé Descloseaux, Comptroller of the Marine, on plantation of said deceased Sr. de St. Aignet, two leagues from New Orleans, in the presence of Sr. Francois Simart de Belisle, the Procureur General, Srs. Jacques Hubert Belair and of Claude Leloere Jousset, special tutor of said minors and of the Clerk and Crier of the Superior Council.

The inventory covers 10 pages, including furniture, wearing apparel, silverware, crockery, household linen, kitchen ware, negro slaves, tools, cattle, land and buildings, titles and papers and enumeration of debts. All these goods proceed from the first as well as the second community. This document is a copy and reports the signatures of Leblanc de St. Aignet, Lenormand, Fleuriau, Fazende, Jousset la loire and Bobé Descloseaux.

Document in beautiful script. The original writing is also in the file.

(14398)

Inventory of the
effects of the
deceased officer
taken at the Fort
where he died.

January 27, 1740. Inventory of effects and wearing apparel of deceased Chevalier de St. Aignet, Lieutenant of a detached Company of Marine, made at Fort Assumption in the presence of the following officers: De Gauvrit, Voltant, Le Chvr. D'Orgon, De Sadounillier De Billaud, Noyan and Grondel.

Mar. 3.
(14348)

3 pp.
Family meeting.

Family meeting for election of tutor to minor children of deceased Chauvin Delery and of the late St. Aignet, following petition of his widow, Dame Laurence LeBlanc.

Report to Intendant Salmon of election of Sr. Belair as special tutor ("tuteur subrogée") to minor heirs of Sr. Jos. Chauvin Delery and

of Sr. Jousset la Loere as special tutor ("tuteur subrogee") to minor heir of St. Aignet.

Salmon orders that on their acceptance the said proceedings be homologated.

Signed by Jousset Laloir, Fazende, Fleuriau, Le Bretton, Lafreniere, Chauvin, Bellair, Leblanc de St. Aignet, and Salmon.

Document in good condition.

(14381)
April 11, 1740
1 p.

Petition of the widow for authority to sell sick slave.

Petition to Mr. Salmon by Widow de St. Aignet, for permit to sell a sick slave, in order to avoid expense of a useless burden and to remit the whole or a part of what the slave brings to the Company of the Indies.

Signed: Leblanc de St. Aignet.

Permit to sell said slave signed by Salmon.

Document stained.

(14347)
Renunciation of Community by the widow.

April 16, 1740. Renunciation to community rights by Dame Laurence le Blanc, widow of late St. de St. Aignet, as enumerated in her contract of marriage on date of May 3, 1738. Signed: Leblanc de St. Aignet. Certified by Henry, Clerk of Council.

(14397)
1 p.
Petition to sell decedents wearing apparel brought from the camp.

April 16, 1740. Petition to Mr. Salmon by Dame Laurence Leblanc, widow of late Sr. de St. Aignet, for sale of his wearing apparel, inventory of which was made before Mr. de Noyan, in camp, before the inventory taken here by Sr. Bobé Descloseaux; said sale in order to pay his creditors, her own rights to be considered. There were also some household objects, blankets, etc., which were her property, from first community, as every one knows that St. Aignet had sold all his furniture and blankets before leaving for France. She also prays that some of his clothes may be turned over to her on payment of one-fifth of their value, and that returns of this sale remain with Clerk of Council until decision between Widow and creditors. Signed: Leblanc de St. Aignet.

Sale permitted on observance of required formalities. Signed: Salmon.

Document in good condition.

(14385)
Creditor protests against division of estate unless he is first paid.

Protest by Sr. Bancio Piemont against sale or division of de St. Aignet's estate until payment of 3900 livres due Sr. Joseph Laurent Paquier of La Rochelle, for whom he is acting by procuracy. Signed: J. Bancio Piemont.

- (14387)
April 20.
The widow claims some of the foregoing effects.
- Claim of Widow St. Aignet of various effects sent from camp where they were inventoried, notwithstanding her renunciation of her husband's succession, under plea that they belonged to community existing between herself and her first husband, Sr. Joseph Chauvin Delery, and likewise many effects on her plantation as shown by inventory of March 3rd, 1740. She prays that same may be deposited with Clerk of Registry until their distribution to whom they belong.
- (14388)
- (14388)
Sale of personal effects.
- Sr. Bobé Descloseaux, accompanied by witnesses, views said objects and after publications as required, they were sold at auction to the highest bidder. Sale covers six pages and is signed by Fleuriau, Bobé Descloseaux, Henry, Clerk, and Leblanc de St. Aignet.
- (14370)
Petition for sale of plantation.
- Petition to Superior Council by Dame Laurence Leblanc, widow of deceased Sr. de St. Aignet, for sale of plantation of 22 arpents, facing the river on its right bank, which was purchased for the sum of 7000 livres, payable in three terms. She became security for said St. Aignet, hypothecating all her goods.
- (14364)
Notice of sale.
- October 2, 1740. Notice to public of sale of plantation measuring 22 arpents frontage on river, following petition of Widow de St. Aignet; sale and adjudication to take place on October 15th, present year. Signed: Lenormand.
- (14365)
Second notice of sale.
- October 16, 1740. Notice of repetition of sale of the St. Aignet plantation on 29th of present month. This plantation adjoined Sr. Couturier on one side and Sr. Rasteau on the other. Signed: Lenormand.
- (14382)
No. 444.
Third notice.
- October 17, 1740. Third notice of sale of plantation of late St. Aignet, to highest and last bidder on November 13th. Signed: Lenormand.
- (14373)
1 p.
Protest of creditors.
- November 2, 1740. Protest against sale and division of returns of St. Aignet plantation, by Sr. Claude Villars Du Breuil, Sr., acting under procuration of Sr. Bizoton (who declares that he has been only partly paid for said plantation which he sold to St. Aignet), until payment of what is still due him.

(14374) May 10, 1738. Petition to Mr. Salmon by Nicolas Henry, Clerk of Superior Council, to allow sale of two plantations which Mr. Bizoton acquired from late Mr. Ste. Therese de Langloiserie and from Renne, on price of which he has agreed with Sr. de St. Aignet.

Documents attached to foregoing protest.

(14375) May 10, 1738. Permit to sell after compliance with required formalities. Signed: Salmon.

(14366) 2½ pp. Petition of widow reciting that late St. Aignet executed a contract for a plantation of 22 arpents front on May 2, 1738; having no property in this Colony, his wife, Laurence Leblanc, widow of deceased Joseph Chauvin de Lery, became surety for payment of same; May 19, 1740, said Laurence Leblanc, Dame de St. Aignet, paid to Sr. Bizoton the sum of 5000 livres plus the sum of 2000 livres which she borrowed from Sr. Rasteau and she still owes Sr. Bizoton 2000 livres on this plantation which she has worked and which she has improved. She requests permit to sell at auction but sale must cover said payments made and sums expended by her on improvements up to October 28, 1740.

Another document reciting the widow's advances as surety of her husband on the purchase price of the plantation and asking that it be sold for not less than these advances.

(14366) continued. Sr. Bizoton, through Sr. Henry, opposed the sale until full payment of residue of his debt. After repeated formalities it was ordered on November 12 to be sold and it was on November 19 adjudicated to the widow for 6000 livres cash on condition that she pay to Bizoton or to Henry, holding his procuracy, the sum of 1000 livres in coin or by note, said widow renouncing succession of deceased St. Aignet as being more onerous than profitable.

Document badly charred, in some parts going to pieces.

Mar. 2. **Memorandum of Property**, list of goods, movable and immovable, which Louis Turpin is empowered to sell for Larche Grandpré. Miscellany includes house and premises, furniture, tar, rope and cow and her increase and some articles in a valise.

1 p.
Memorandum of property of Larche Grandpre.

Mar. 2. **Power of Attorney**. Francois Larcheveque Grandpré, to Louis Turpin of Illinois, for selling some movable and real estate which former acquired from late Dame de Coulange and for

3 pp.
Procuracy to sell the above.

other business in Illinois, joined in by Madame Julienne La Brosse, his wife.

Mar. 3.
1 p.

Statement of
destruction of
Yazoo Post.

Rev. P. D'Outreleau, S. J., certifies to the total destruction of the French post of the Yazous towards the close of year 1729. Only one woman escaped. Church and records were burned.

Mar. 5.

Sale of lot and
shanty thereon.

Sale of Real Estate. Property of late Elizabeth Delatre, wife of Francois Liautot. Site and sorry shanty lapsing into ruin. Awarded to said F. L., highest bidder, at 115 livres.

Mar. 5.
6 pp.

Decisions of
Council in
sundry suits.

1. Joseph Lassus de Marsilly vs. Joseph Carriere. Trepagnier heirs to be called to formulate their claims at next audience.
2. Ditto vs. Ignace Trepagnier. Defendant in default. Ruling of February 6 shall be carried out.
3. Ditto vs. Ditto. Likewise for plaintiff.
4. Trenaunay vs. Riché. For plaintiff.
5. Marsilly vs. D'Auseville, attorney for estate of Hubert Hareng. Order of creditors to be observed.
6. La Bar vs. Ferchaud Estate. For La Bar.
7. Dalby vs. Coustillas-Pery. Rent suit and slave dues at issue. Elaborate provisos in settlement. Costs divided.
8. Pery vs. Amelot Estate. For Pery. Costs on estate.
9. Pery vs. Coustillas. Allowance to be made for Pery's 75% interest in business. Costs divided.
10. Coustillas Estate vs. Pery. Estate to be let out as here prescribed.
11. DuBreuil, for Bizoton, vs. Ferchaud Estate. Follow order of creditors.
12. Pery vs. Coquillo & Ferchaud Estate. C. to pay note to Pery, but Coquillo may fall in line with creditors of said estate.
13. Carithon vs. Jaitian. Carithon to recover from Aufrere.
14. Meunier vs. Ferchaud Estate. For Meunier (rent) claim.
15. Meunier vs. Carithon. For Meunier (wood claim).
16. Widow Faquier deed of gift confirmed.

- Mar. 5.** **Abstract of decision is quoted**, which ordered the division of real estate left by Madame Lioteau. This gives widower, Lioteau, 57½ livres, half of sale proceeds, 115 livres. Subjoined list of Court costs, amounting to 51 livres. Further portion is torn.
- 1 p.
Division between Lioteau and wife's heirs.
- Mar. 6.** **Francois Jatian** has hired from Larche Grandpré two negro slaves for one month, to date from March 7, at 66 livres.
- 1 p.
Hire of slaves.
Note: The name is Jahan.—H. H. C.
- Mar. 6.** **Thierry Oudre** arriving from the West Indies by ship St. Jacques, agrees to serve St. Pierre Fafard de Boisjoly, settler in Illinois, in the function of sailor, on a trip to that region. Cash wages, 200 livres; 36 paid cash; residue 164 livres payable at end of journey.
- 1 p.
Agreement to serve as sailor.
- Mar. 8.** **Charles Brossilon**, alias Taurangou, owes the sum of 49 livres to Dame Catherine Chevalier for merchandise, payable to Marie Jeanne Lambert or her mother, by transfer of debt, in January, 1741. Mortgage security. Inside page, same date of March 8, 1740. J. B. Bory, Illinois traveler, owes 100 livres to Dame Catherine Chevalier for mortgage security. Dame C. is Widow Faquier.
- 3 pp.
Acknowledgment of debt.
- Mar. 8.** **2 pp.** **He is expecting a package** by next ship from France and would have the same sold as profitably as possible. He mentions his debts and credits; his residue means are to be applied for the repose of his soul. He names the Chevalier de Noyan as executor of his interests in this Colony.
- Dictated will of Barthelemy Fanton alias St. Pierre, Infantry officer in detachment of Marine troops.
- Mar. 10.** **Mr. Gerard Pery** files notice that he has formed a partnership with Mr. Antoine Chapelet, owner of the vessel Les Deux Amys, for trade in the Spanish Colonies, as at Pensacola, Havana, Vera Cruz.
- 1 p.
Partnership recorded.
- Mar. 10.** **Joseph Dutertre** files a report which was drawn up at Au Mans, France, of the property division in the case of his deceased parents' joint possessions. This report was confirmed on May 30, 1738. It begins on the inside page of the present memorandum.
- 1 p.
Deposit of record.

Mar. 10.
2 pp.

Power of Attorney. Joseph Dutertre, cadet in marine detachment, to (name left blank), for drawing J. D.'s lot at the final division of property in question.

(Another procuracy dated March 16.)

Mar. 11.
3 pp.

Sale of slaves.

Dame Marie Chevalier, widow of late Joseph Faquie and previously widow of Francois Grace, has sold to Mr. Louis Le Breton four negroes and two negresses with five children (names detailed). Terms, 7784 livres; 3000 paid cash; 2500 to be paid by drafts and 2284 livres shall be paid by Mr. Le B. to Company in discharge of Madame's debt to the same.

June 9, 1740. Madame receipts for 2500 livres.

Sale of Slaves. Duplicating (in much better script) the matter of the preceding document, less appended receipt for 2500 livres.

Mar. 12. 3 pp. **Letter to Mr. Salmon** by Mr. Lemoine, dated Letter to Salmon. from Mobile. Partly effaced.

Mar. 12.
2 pp.
(14605)

Petition to sell
slave.

Lavergne shows that one Philippe Somme has a negro owing to the Company but would like to transfer the negro to Lavergne with the proviso that latter pay the Company. He is willing to do so at price contracted by Somme one year from date.

Sale allowed.

. Referred to Company's agent who consents on condition of security to Company, and Salmon approves.

March 13.
1 p.

A negro swapped
for two cows and
two calves.

Philipe Sonne (he signs in German script, Philigg Zunn, as though the name were Zunn), conveys to Jean La Vergne a negro named Facon, in consideration for two cows and two calves; and the purchaser also assumes P. Z.'s debt for this negro to the Company. (Mar. 13. 1 p.)

On the same day Jean La Vergne acknowledges owing the Company the sum of 1000 livres, or as discounted, 500 livres, for a slave named Facon, delivered to La Vergne by Philippe Somme, settler Aux Allemands. Payable one year from date, with mortgage security.

- Mar. 12.** **Rene Petit**, traveler, owes a total sum of 1727 $\frac{1}{4}$ livres to Gerard Pery, for cause duly set forth and promises to pay on return from Illinois, or in September, 1740, with mortgage on all his property.
 2 pp.
 Acknowledgment of debt.
- Mar. 12.** **Report** of sealing and listing the town property of late Bertram Jaffre, alias La Liberté. Household goods and slaves. Mr. G. Pery, executor, is left in charge thereof. (Duplicated in good script.)
 6 pp.
 Succession of Bertram Jaffre, alias La Liberté.
 March 19. Will probated.
 March 24. Mr. D'Auseville opposes removal of seals and sale of goods until he be paid the sum of 25 livres as vouched by statement which he produces, together with 30 barrels of rice, likewise avouched. Item, Pierre Piquery files a claim of 57 livres.
- Mar. 16.** **Arbitration Agreement.** Antoine Meullion and Joseph Castan agree to arbitrate certain disputes of theirs in regard to a plantation leased by A. M. to Castan, in vicinity of Cannes Brulées. Mr. M. names Sieur Masse; Mr. C. Francois Noyon.
 1 p.
 Agreement to arbitrate.
- Mar. 16.** **House on Bourbon Street.** He leaves a widow and two minor sons, Jean and Jean Baptiste, aged 19 and 12 years respectively. Partly duplicated in good script. Fantastic ink drawings on outer cover.
 6 pp.
 Inventory of property. Estate of late Jean Barbot.
- Mar. 17.** **A consignment of blankets** by ship L'Aimable Susanne of La Rochelle, to Mr. Paul Rasteau of New Orleans, had been unpacked on board for economy of storage. Of these blankets 240 were damaged by water and rats, and the estimate of loss is set at the value represented by said number of 240 blankets.
 1 p.
 Report on damaged blankets.
 Signed: Provost (Captain of ship); Rasteau. (Faded.)
- Mar. 17.** **Claude Trenaunay de Chanfret** and J. B. Guillon sign certain trading arrangements.
 4 pp.
 Contract of trade signed and cancelled.
 May 10, 1740. Parties voluntarily cancel their foregoing compact.
- Mar. 18.** **Francoise Gautreau**, Royal storekeeper at New Orleans, and Joseph Le Kintrek, alias Dupont, acting also for his partner, Blanpin, stipulate that Le Kintrek shall furnish all the raw deer-skins from a given Indian district (name slur-

red), whereas Gautreau will export the skins at his risk to France and will pay a specified net margin to Le Kintrek.

- Mar. 21.**
23 pp.
Inventory of estate of Jaffre.
- Comprising various possessions** of the late Jaffre, alias La Liberté. Torn portion pp. 1-7 (including business papers), tar plant, across the lake, at site named Montfoucart, ten leagues from town; pp. 13-20 (dated March 28). Plantation on the river, three leagues and a half below New Orleans and on same side, pp. 20-23. Sundry boats and dugouts listed at the tar plant. Large wooden vat.
- Mar. 22.**
4 pp.
Partnership agreement.
- Between Gerard Pery and Pierre Ricart** for trade on basis of common outlay and half profit or loss from local base, Pointe Coupée, whither Ricart will betake himself to run business on their land acquired past February 25 from Frederic Leonard. This arrangement is to last one year from date. Detailed accessory provisos.
- Mar. 23.**
Captain Provost reports the drowning of his "second captain" on the L'Aimable Suzanne and asks that his effects be sold.
- Jacques Andre Provost**, Captain of ship "L'Aimable Suzanne," reports the drowning of second captain, J. Rayault, who fell overboard and left some Frontignan wine, cordials, chocolate, clothing, chest and trunk. Let goods be sold in favor of Raynault's widow.
March 26, 1740. Granted. Salmon.
Large distinct script, outer edge worn.
- Mar. 23.**
(14658) (2827)
Sale of Negress Bradiguine.
- Adjudication of negress Bradiguine**, belonging to the King, to Mr. Henry, for the sum of 2000 livres, paid cash into the hands of Colonial Treasurer of the Marine.
- Mar. 24.**
Opposition of creditor of succession of Jaffre.
- Attorney D'Auseville** opposes division of Jaffre estate until Mr. D'Auseville is paid for 30 bbls. of rice in straw. Memorandum follows. Document blurred.
- Mar. 24.**
1 p.
Lease of negroes.
- Messire Henry de Louboey**, Deputy Commander for Mr. de Bienville, hires to Pierre Coutel, alias Larochelle, negroes l'Eveillé and Chacta, for one year at 600 francs. Mr. Du Breuil promises to pay on account to Pierre Coutel.

Mar. 28. **Articles belonging to late Jean Rainaud**, second captain of L'Aimable Suzanne, having been observed to fall short of value, sale abated and unsold goods packed again to be returned to Madame Vve. Rainaud. Amount realized, 1136 livres.

Further proceedings on the sale of effects of deceased seaman.

June 25, 1740. Captain . . . Jacques André Prevost of said ship deposited in Recorder's office the sum of 700 livres in Colonial funds, which partial proceeds of sale he has failed to negotiate.

Mar. 28. **List of articles** belonging to Madame Veuve Faguier. Net proceeds, 228 livres. Received by Veuve Faguier to Mr. Henry, April 8, 1740.

Sale of Persona effects.

March 28. **Receipt to Mr. Carriere**, executor of estate of Hobert, the sum of 25 livres for schooling of Pierrot and Louis from March 1, 1739, to September 1, 1739.

(13890)
Slip.

A school teacher's bill.

Signed: J. Sautien.

Mar. 29. **Madame Julienne de La Brosse**, fearing it to be more burdensome than lucrative to bear the consequences of her joint property arrangements with her late husband, Francois Larche Grandpré, herewith renounces the same and restricts herself to her dowry and to certain clauses in her marriage contract, dated November 17, 1730.

Renunciation of community.

June 4, 1740. Communicated to Joseph Chapron, guardian of Julienne Larche Grandpré.

Mar. 29. **Marriage Contract of Jean Frederic Leonard**, son of Jean Baptiste Leonard and Marie Porrea and Marie Françoise Aubert, minor daughter of deceased Pierre Aubert and Marguerite; a native of New Orleans, Bishopric of Quebec, her tutor, Sr. Joseph Carriere, stipulating for her. Signed: Mari Francoise Auber, Jean Baptiste Leonard, Le Duc, Joseph Carrie, Roumier, Merle, Caron, Jahan and Henry.

(14293)
(2794)
1 p.

Marriage contract.

(14666)
1 p. Memorandum of various purchases made at different times for Miss Aubert. Total: 507 livres, 12 sols.

- Mar. 29.** **Pierre Brou**, alias Belledeau, settler Aux Allemands and his wife, Marguerite, acknowledge owing to the Company the sum of 2592 livres for negroes furnished by Company to work on their plantation. Obligation payable in two equal installments, in course of 1740 and 1741. Mortgage security retained.
- Acknowledgment of debt to the Company of the Indies.**
- Mar. 30.** **Joseph Assailly**, tradesman and merchant at New Orleans, to (name left blank), for proceeding with reference to division of his parental estate. He is joint heir with his sister, Demoiselle Amriette Assailly. Detailed instructions follow.
- 2 pp.**
Power of attorney.
- Mar. 30.** Power of Attorney. Joseph Assailly to his wife, Jeanne Creuze, who dwells usually in Paris, for selling their goods in question.
- 1 p.**
- April 1.** **Memorandum of Account.** A blurred and scarcely legible array of barber's charges against sundry patrons of Wigmaker La Pierre.
- Barber's bills.**
- April 1.** **Nicolas Antoine**, soldier in detachment of Marine troops, native of Metz, Lorraine, to (name in blank), for collecting his paternal heritage.
- 2 pp.**
Power of attorney.
- April 2.** **Procureur General Fleuriau** notes the death of François Larche, who had engaged some slaves belonging to his minor niece, for hire in poor shape and his widow declines to interfere. Let contract be rescinded and the slaves (one of them, an infant, is dead) be advertised anew. Granted, and Widow Larche shall pay hire to date.
- 4 pp.**
Petition to revoke lease of slaves.
- April 6.** **Marriage Contract** of Jean Baptiste Saucier, native of Mobile, and Demoiselle Marie Rose Girard, native of Bayou St. John.
- 4 pp.**
Marriage contract.
- Procureur General Fleuriau approves and orders registration of contract, the same to be executed as it stands.

- April 6. **Invoice of Chocolate** (100 lbs. at 40 sols per lb.), cordials and wine, amounted to 462½ livres. Memorandum signed by Rainau at La Rochelle, 10 October, 1739, shows the bearings of said invoice.
 Subjoined particulars, April 6, 1740, on the finding of Rainau's body about three leagues below New Orleans.
- April 8. **List of goods** which Louis Boissiere committed to Mssrs. Bienvenue and Mathurin for transport to Illinois. Total bill, 3061 livres, 8 sols.
- April 8. **Louis Boissiere** formulates his claims against one Bienvenu. He had arranged with Bienvenu and Mathurin for transit by dugout to Illinois. By various mishaps and by fault of Bienvenu, plaintiff has lost 3845 livres, and he further demands 3000 livres by way of damages. Judge Salmon allows action and Bienvenu is cited April 12, 1740.
- April 11. **Notice to Public** of auction lease of slaves. Three negroes, two negresses (property of Company) and two young negroes, of estate of Joseph Larche, to be leased to highest bidder for two years. Signed: Lenormand.
 In sequel to Court sentence of April 2nd, the Larche slaves are awarded to Sr. Guillon for 2000 livres. He later (May 10) transfers them to Mr. Francois Jahan for same sum. Mr. Joseph Villars Dubreuil stands as security for latter.
 June 23, 1742. Joseph Chaperon, guardian, receipts for 2000 livres.
- April 11. **Petition to Council** by Francois Roujot for permit to sell a house on Bourbon Street. Signed: E. F. Roujot.
 May 15, 1740. Protest against above sale by Sr. Prevost, as agent of the Company, until full payment of Sr. Roujot's debt to said Company.
- April 12. **Receipt** by J. B. Faucon Dumanoir, Company's Agent, to Recorder Henry, for 7984 livres on account of Sr. Lassus Marsilly and his deceased wife in their status as joint conjugal debtors. Discount for promptness. Checked by Raguet, April 16, 1740.

- April 12. **Receipt** to Recorder Henry by J-B. Faucon Dumanoir, Company's Agent, for sum of 574 livres, 9 sols, on account of joint conjugal obligations contracted by late Sieur and Dame Trepagnier. Discount for promptness.
1 p.
A similar transaction.
- April 13. **Report of Dead Slaves.** Officer Druellac, charged with an expedition against the Tchikachas, certifies to the death of three negroes belonging to Mr. D'Alcourt and ordered with said expedition by Mr. Bienville and Salmon.
1 p.
Slaves killed while in service with the army.
- April 14. **Undersigned Ricard** authorizes Mr. Pery, merchant at New Orleans, to conclude a certain transaction in real estate. If Mr. Pery wishes to go half shares in the given plantation, he may draw up a contract of partnership to such effect.
Slip.
Power of attorney.
- April 15 4 pp. **Francois Dode**, alias St. Quentin, hunter by trade, native of St. Quentin in Xaintonge, and Marie Neven, native of Rochefort.
Marriage contract.
- April 17. **Francois Gaspard** agrees to serve Claude La France, Illinois traveler, for term of one year at 250 livres, whereof 60 livres are paid in advance. Duties include loading and unloading dugouts and rowing.
1 p.
Contract to serve on rivers.
- April 18. **Mathurin Hon**, alias La Bonté, blacksmith, native of La Pommeraye in Anjou, and Perrine Nezette, widow of late Jean La Corte.
3 pp.
Marriage contract.
- April 18. **Property of Messrs. Couturier and Rasteau.** Proceeds to appear to stand: 20,893 livres. P. Rasteau receipts to Recorder Henry for 8871 livres, the portion accruing to P. R. (Badly faded.) Document opens under date April 11, as though corrected from April 18.
Sale of slaves.
- April 18. **House and site in Bourbon Street** and some household goods belonging to Madame veuve De la Coste. Total valuation, 1263 livres, 13 sols.
1 p.
Inventory of property.

- April 21. **"Aux Houpelousas."** Blanpain and LeKintrek agree that if either of them would withdraw from their compact as regards peltries from the Atakapas and Houpelousas, a substitute partner will not be allowed. Item, if B. and LeK. obtain monopoly right, it shall stay vested in the partnership and may not be transferred.
 1 p.
 Fur trade agreement.
- April 22. **Certified statement** of some indispensable work on Le Comte de Maurepas of Bourdeaux. Repairs include caulking, some new rigging and new planking to replace what had been destroyed by a cannon shot. Sundry signatures; that of JZOVPGOIN being carefully carved.
 1 p.
 Memorandum of ship repairs.
- April 22. **Petition to Superior Council** by Pierre De Lorme, stating that he hired a negro from one Chenier and that said Chenier abandoned his barge with the said (?) negroes on it, who from fright drowned themselves, and he prays to be paid for said loss.
 Suit to recover value of slaves drowned while in service.
 April 22, 1740. Sr. Chenier cited before Council by order of Salmon and notice thereof served on him by Sheriff Lenormand.
- April 23. 1 p. **Court Summons** by Sheriff Lenormand on sundry designated parties to appear at 8 A. M. for hearing in suit moved by Sieur Boissiere vs. Bienvenu.
 Notices to witnesses and parties in suit.
- April 23. **Some of the witnesses** more or less remotely support this or that fact in favor of Boissiere. None of the evidence tends to prove the extent of their losses. Incidents of an attack by savages. No note by Court in conclusion.
 8½ pp.
 Testimony in suit of Boissiere vs. Bienvenu.
- April 23. **Martin Ficquet**, soldier in Marine detachment, owes Nicolas Ployat, alias Duchateau, likewise a soldier in Marine detachment, the sum of 800 livres for stated advances and promises to pay on first draft drawn on his Paris guardian, Mr. Col, architect. Mortgage security.
 1 p.
 Acknowledgment of debt.
- April 25. **Petition to Superior Council** by Jean Robin, to order Sr. Jean Gat, tailor, to pay for coat which was given him by Sr. Robin to reverse and which was stolen from him. Said coat is worth 50 livres. Citation issued to Gat by Salmon and notice served on him by Sheriff Lenormand.
 Suit for value of coat left with a tailor for repairs.

- April 25. **Old Contract recorded** whereby Estienne Durau-
tois (Duratay) engages to make good within
1 p. three months from date, the quantity of 100
Contract for corn. barrels of maize, at Mr. La Liberté's tar pit;
provided that Mr. La Liberté lend his boat to
E. D. for conveying the corn and negroes for
manning the boat. Stipulated price, 200 livres.
New Orleans, 3 September, 1735.

Etienne Duratey disclaims owing the debt
in question, seeing that the corresponding pro-
visos were not fulfilled. He offers testimony
to this effect in the persons of Messrs. Brezil-
lier and Brosset.

- April 25. **Pierre Francois Cousin**, carpenter, native of Bour-
3 pp. bourg, diocese of Lille, and Marie Françoise
Marriage contract. Reinard, of New Orleans.

- April 26. **Captain Bernelot** and other officers and seamen
6 pp. of Le Comte de Maurepas, review the main
Report on piracy. circumstances of their overhauling by Jamaica
pirates, whose pretext was an alleged state of
war between England and France. But the
object of the present memorial is to protest
damage and recover claims. Well preserved.

Another report covering statement (3 pp.)
of the plunder, at the hands of the English,
perpetrated on board the Comte de Maurepas
from December 15, 1739 till January 11, 1740,
while the pirates retained the said ship and
sojourned therein. Losses are listed with par-
ticular names of the plundered. (For instance,
Antoine Jofre, sailor; a hat, three pair of
shoes and a shirt.)

- April 26. Another report of damages to the ship (6
6 pp. pp.) (Well written with technical nautical
costs.) This document presents a statement of
injuries to the ship during conflict in the night
of December 14 and 15, 1739. Items are
grouped under Foremast, Mainmast, Mizzen-
mast, Broken Pulleys, Sails and lists of articles
robbed and consumed; stolen goods from car-
go being also noted. A riotous quantity of
drink and two fat pigs are conspicuous items
under consumptions, plunder and sundry rob-
bries.

- April 26. **Francois Brunet**, blacksmith, agrees to teach his trade to a negro belonging to Messrs. Assaily and Daunous. Term of four years prescribed at 150 livres by way of fee. Proviso in case apprentice fails to prove adapted in the first 18 months.
- 1 p.
Contract of apprenticeship.
- April 27. **Pierre Courtand**, Lieutenant of the vessel *Les Deux Anges*, Captain Chapellet, reports that he was ordered by Captain C. to *Pointe Coupee* while said vessel was moored at New Orleans. When remonstrant came back, the Captain had sailed for Pensacola and is now supposed to be bound for Vera Cruz. The remonstrant objects to being left thus unwarrantably in the lurch and will charge his expense account to those lawfully responsible.
- 2 pp.
Protest of officer of a vessel purposely left behind when she sailed.
- April 28. **Power of Attorney**. (French translation follows Spanish original.) In substance: Don Joseph Octavio Perfecto, being about to sail for the port of San Christobal de la Avana, gives general business powers to innkeeper, Jean Gonzal (Gonzales).
- 3 pp.
Power of attorney.
- April 28. 1 p. **Dame Francoise Rolland**, Spouse of Jean Estephan, alias Rocancour (she signs "laroconcour") has come down from *Pointe Coupée*, being so authorized by her husband, on purpose to sue *Sieur Herbert*, and intends to stay at the cost of whom concerned until the suit be decided, her traveling expenses being included for both ways.
- A lady from *Pointe Coupee* comes to New Orleans to sue *Sieur Herbert* and announces she will stay to the end at his costs.
- April 30. **Francois Boyer** and his wife, Marie Jacobine Robline, asks leave to sell a negro named Congot, and a negress named Martewards, discharging debt of the late Andre Cressemont, former husband of the present Madame Boyer.
- 1 p.
Petition to sell slaves.
- Granted, provided proceeds be turned over to the Company. Signed: Salmon.
- April 30. **Sergeant Bartelmy Du Bic** of Captain d'Auteville's Company, asks leave to sell lot No. 224 in Bourbon Street.
- 1 p.
Petition to sell real estate.
- Granted if advertised as usual. Salmon.
May 6; May 23, 1740. Sheriff Le Normand has advertised the matter three times, nobody opposing.

April 30.
(14717)
(2850)

5 pp.
Marriage
contract.

Between Antoine Chauvin Delery, a native of Mobile, in the Province of Louisiana, Diocese of Quebec, on the one part, and Delle Charlotte Faucon Dumanoir, daughter of Sr. Jean Baptiste Faucon Dumanoir, Agent of the Company of the Indies in this Colony, and of deceased Charlotte Le Jaloux.

Document in good condition.

(To be continued in July Quarterly.)



INDEX TO THE SPANISH JUDICIAL RECORDS OF
LOUISIANA
XVII.

January - March, 1774.
(Continued from January, 1927.)

By LAURA L. PORTEOUS

1774—January 2.
**Francisca, Louis and Andres
Adam, minors, petition to
appoint Juan Bautista
Nicolas curator at lites.**
No. 3758. 66 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

This action seeks from the widow of a deceased curator of the minors an account of the gestion of that officer. A settlement was reached on this issue, and a partition was made between the cohairs, major and minor, winding up their several interests in the estate of their deceased parent.

on Odoardo's advice issues an order appointing Mr. Nicolas to the curatorship. This order is the equivalent of letters in modern practice.

Two exhibits are presented by the curator, viz.: the proces-verbal of the deliberations of a family meeting held August 11, 1768 by order of the Superior Council to appoint a tutor for the Blondin (Adam) minors. The members of this family meeting were Alexis Connard, called Laforest, special tutor ("tuteur subrogee"), Andry, assistant engineer, cousin by alliance of the minors, Nicolas Ducret or Ducree, called Belhumeun, Nicolas, Sr., gunsmith for the King in this Colony, friends; Mr. Tete, saddlemaker, brother-in-law to the minors; Mr. Langlois, undertaker; Guenard, glazier, friends. This meeting recommended Mr. Tete, their brother-in-law, as tutor, and this is approved by the Superior Council. The second exhibit is a receipt whereby Andres Tete acknowledges to have received from Francois Louis Brian, a former tutor of the minors, 18,144 livres in notes of the Colony, being the amount of their shares in the successions of the late Nicolas Adam and his wife, with interest.

The three Adam minors aver that they are more than 14 years old and that their curator ad bono, Andres Tete, has died without giving an account of their estate. His widow is guardian of his estate but petitioners have no one to represent their rights to ask the widow to turn over to them their legitimate paternal and maternal property. They name Juan B. Nicolas their curator ad lites and pray the Court to appoint him after he has accepted and taken oath. The Court grants this relief and Nicolas qualifies, naming Francisco Lioteau as bondsman. Whereupon Unzaga

Curator Nicolas thereupon asks that Maria Joseph Adam, widow of Andres Tete, former tutor, be ordered to give an account of the administration of the estate as every day she is selling some of her slaves and some of them may belong to these minors. He further prays the Escribanos of the Cabildo be ordered not to draw up any acts of sale for any property belonging to the widow until she gives the necessary account.

This petition is sent by the Governor-Judge to the Assessor and under his advice the Court orders that within five days the widow of Andres Tete must render the said account. An order is also entered directing the Escribanos to draw up no written acts for the alienation of property by the Widow Tete.

Nicolas now reiterates his plea for an accounting and Francisco Broutin, curator ad lites for the Tete minors, appears pleading that he has nothing to do with the administration of the estate which Mrs. Tete holds and that she has not given an accounting because she has no attorney. He asks that she be ordered to name one immediately with warning that on failure one will be named for her officially and he asks that the accounting be made within another five days.

Unzaga on Assessor Odoardo's advice rules: Let the attorney for the minors solicit from the widow the documents that he needs and from her the instructions necessary for her representation.

Acting for the widow, Broutin later on files an account and the vouchers consisting of bills, receipts, etc. He recapitulates the account as follows.

Summary ("Resumen")

Credit ("Cargo").....	2177 pesos	2 reales		maravedi
Debit ("Data")	3600 pesos	0 reales	½	0
	1422 pesos	6 reales	½	0

With this as his start, he says that it is evident the Adam minors owe their late curator 1422 pesos, 6½ reales. That their curator knows this and it is inconceivable that he should enter upon a lawsuit where he can get nothing, particularly as both sets of minors are insolvent. He prays that Nicolas be ordered to abide by this accounting and that he be condemned to pay costs caused or to be caused. The Court orders this account to be sent to Mr. Nicolas, curator.

In reply Juan Bautista Nicolas, curator, pleads that before his death, Andres Tete consumed the greater part of the quotas belonging to the Adam minors and died insolvent without leaving property sufficient to pay them. He had, however, put out at interest with Mrs. Boisclair, a certain sum belonging to the minors which is all they can hope to recover, and this being

evident to the parties, Mrs. Tete has proposed to abandon or surrender to the Adam minors the loan to Mrs. Boisclair and others due to her own account and likewise all rights which may belong to her under certain contracts that her late husband made for the minors. She will also pay the costs to date. Nicolas recommends the acceptance of this proposition and prays His Lordship to call witnesses, under oath, to declare whether it is not more favorable to the said minors to accept these terms than to continue the prosecution of the suit. He further prays should the testimony favor this, let the suit be settled accordingly. The Widow Tete consents to this and signs the petition. (Signed) Nicolas. (Signed) Marie Joseph Adam, Widow Tete.

Unzaga rules: Receive the testimony that is offered and done, judgment will be rendered.

Leonardo Mazange, Francisco Lioteau and Esteban de Quinoñes, each in a separate declaration, say that they know the interested parties and that it will be most advantageous to all to settle on the terms referred to in the curator's petition rather than to prosecute the suit to the end, as the parties have almost nothing and it is evident that the costs would consume this small amount.

Unzaga on Odoardo's advice rules: With the merits resulting from the foregoing testimony, His Lordship says that he must give and does give the power to Juan Bautista Nicolas, curator to the Adam-Blondin minors, to settle the litigation pending against the heirs of Andres Tete. Assessor's fees 3 reales.

The record contains a copy of the "transaction" dated May 2, 1775, executed under the order of the Court, between Maria Joseph Adam, widow of Andres Tete, late curator to the minor children of the deceased Nicolas Adam, called Blondain or Blondin, for one part, and Juan Bautista Nicolas, present curator of said minors, whereby the litigation is adjusted in accordance with the terms agreed on. This is presented to the Court on behalf of the minors, Francisca, Luis and Francisco (Andres) Adam Blondin.

A petition is subsequently filed by Curator Nicolas, averring that he has received all the money which belongs to the Adam minors, in conformity to said settlement and saying that a partition should now be made under a schedule to be drawn for the purpose. That no division of the succession of the deceased parents of the minors has been made between the co-heirs. Some of them have already received all that is coming to them. He further asks that Marie Joseph Adam Tete be ordered to produce the receipts of those heirs who have received a portion of their inheritance in order that these sums be entered in their due places in the mass of the estate so as to make a partition according to law. This is granted and a

series of receipts are exhibited, showing payments to the major children of Mr. and Mrs. Adam, deceased, between 1764 and 1770, in full or on account of their several shares in the estates of the decedents, which payments were made by Brian, a former tutor and by Tete, the recently deceased tutor.

Thereupon Juan B. Nicolas, curator, petitions reiterating his previous allegations that no division has been made of the estates of Mr. and Mrs. Adam, although some of the heirs have already received more than is coming to them. He asks that a partition be now ordered to be made in due form. He shows that the inventory made at the time of the death amounted to 18,144 livres in old paper money of the Colony, reduced to a two-fifths loss by order of His Most Christian Majesty, making it amount to 2177 pesos, 2 reales. That it is proper to establish the portions of all the heirs and to compel those who have received too much to return it to the mass of the property.

The heirs of Adam and wife are named by him as follows: 1. Juan B. Adam, 2. Maria Joseph Adam, widow of Andres Tete; 3. Juana Adam, wife of Antonio Connard; 4. Marguerite Adam, wife of Juan B. Nicolas; 5. Fanchonnetta, 6. Francisco, 7. Louis, 8. Andres, 9. Nicolas Adam, deceased, among whom the partition must be made.

Unzaga on Odoardo's advice rules: Proceed to the division of the property according to the schedule drawn up for distribution and make the partition on the basis of the estate as fixed in the receipt of Andres Tete, subject to the reduction by two-fifths as aforesaid, the partition to be made among the children and heirs mentioned in the foregoing petition, entrusting the division to Don Andres Armesto, after accepting this duty and qualifying (taking oath) and this done, return his schedule to the Court for sentence. Assessor's fees, 10 reales.

As it will unquestionably interest all professional students of these old records, we transcribe the partition made by Armesto the judicial accountant. We should add that Manuel Andres Lopez Armesto was judicial accountant for many years under the Spanish rule. In the beginning the escribano in charge of a case taxed costs, etc., but after that the Contador Judicial taxed all costs and effected partitions.

Division and Partition of the property left at the death of Nicolas Adam, called Blondain.

In the city of New Orleans on the twenty-second day of the month of December of the year one thousand seven hundred and seventy-five, I, Don Manuel Andres Lopez Armesto, Judicial accountant named by Señor Don Luis de Unzaga y Amezaga, Brigadier of the Royal

Armies and Governor General of this Province, having seen and examined these proceedings based upon the appointment of a Curator ad Lites for the minors Blondain with the rest deduced by the interested parties. I make the division and partition of the said estate in the following manner:

Body of the Estate

P^s. R^s. M^s.

<p>Firstly the Body of the Estate is made of the sum of three thousand one hundred and fifty-one livres ten sols, that Mr. Brian, first curator of these minors delivered to Maria Joseph Adan, to-day Widow Tete, in Notes of the colony which, reduced by a two-fifths loss, amount to three hundred and seventy-eight pesos and twenty-five and a half maravedi</p>	<p>378— -25½</p>
<p>Of the sum of four thousand six hundred and fifty-eight livres, four sols, five deniers that the said first curator delivered to Juan Bautista Adan in notes of the Colony, that likewise reduced by a two-fifths loss, amounts to five hundred and fifty-eight pesos, seven reales and seventeen maravedi.....</p>	<p>558 7 17</p> <hr/> <p>937 8½</p>
<p>Of the three thousand seven hundred and fifty-seven livres and thirteen sols received from the first curator, M. Brian, Gil Alexo Connard, as Curator of Antonio Connard, his son and Juana Adan, his daughter-in-law, which amount having been in notes of the Colony reduced by two-fifths loss, makes the sum of four hundred and thirty-eight pesos and seven reales</p>	<p>438 7</p>
<p>Of the sum of two thousand eight hundred and ninety-six livres, five sols, that the second curator, Andres Tete delivered to Juan Bautista Nicolas, husband of Margarite Adan, in notes of the Colony that, reduced by a two-fifths loss amounts to three hundred and forty-seven pesos, six reales, seventeen maravedi</p>	<p>347— 6 -17</p> <hr/> <p>1723 5 25½</p>
<p>Of the sum of eighty pesos in hard silver that the deceased Nicolas Adan received from the second curator, Andres Tete.....</p>	<p>80</p>
<p>Of the sum of five hundred and seventy-one pesos, five reales, seventeen maravedi, that proceeds from the abandonment made in the agreement by the Widow Tete, sister of these minors, of the debt that the Widow Boisclair owed to them.....</p>	<p>561 5 17</p>

	P ^s .	R ^s .	M ^s .
Full amount of the Body of the Estate, two thousand three hundred and sixty-five pesos, three reales, eight and a half maravedi.....	2365	3	8½
There is deducted from the foregoing the sum of forty pesos, twenty-five and a half maravedi to which the costs of these proceedings amounts	40	25½	
Besides the eighty pesos that Nicolas Adan received, who died intestate and without succession	80	120	25½
There remains to be liquidated two thousand two hundred and forty-five pesos, two reales, seventeen maravedi, which partitioned among the eight living heirs, gives to each one the following:	2245	2	17
To Juan Bautista Adan for his respective one-eighth part, two hundred and eighty pesos, five reales, ten and one-half maravedi and one-eighth of a maravedi.....	280-5-10½-1⁄8		
To Maria Josepha Adan, Widow Tete for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi, besides an eighth of a maravedi.....	280-5-10½-1⁄8		
Juan Adan must receive for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10½-1⁄8		
Margarita Adan has to have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10½-1⁄8		
	<hr/>		
	1122-5- 8	-¼	
Fanchoneta Adam must have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides an eighth of a maravedi.....	280-5-10½-1⁄8		

Francisco Adan will have for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides an eighth of a maravedi	280-5-10 $\frac{1}{2}$ -1 $\frac{1}{8}$
Luis Adan must receive for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi.....	280-5-10 $\frac{1}{2}$ -1 $\frac{1}{8}$
	<hr/>
	1964-5- 51 $\frac{1}{2}$ -1/7
Andres Adan has for the same reason two hundred and eighty pesos, five reales, ten and a half maravedi besides one-eighth of a maravedi	280-5-10 $\frac{1}{2}$ -1 $\frac{1}{8}$
	<hr/>
	# 2245-2-17

Note

There does not exist in effective money after the costs are paid more than five hundred and twenty-one pesos, four reales and twenty-five and a half maravedi, Juan Bautista Adan, Maria Josepha Adam, Juana Adam, and Margarita Adan are responsible for the sum of six hundred and one pesos and seventeen maravedi that must be returned to the mass, so that the heirs remaining who have received nothing may receive them.

The part that each one must restore for having received over and above his and her share is:

Mrs. Tete ninety-seven pesos.....	97	
Juan Bautista Adan two hundred and seventy-eight pesos with seven reales	278 ..	7
Juana Adan one hundred and fifty-eight pesos and one real.....	158 ..	1
Margarita Adan sixty-seven pesos with seventeen maravedi.....	67 ..	17
	<hr/>	
	# 601	17
	<hr/>	

But as according to the arrangement made in the agreement, there must be remitted for these heirs who have not received, the amount that results Mrs. Tete alone owes, they will be obliged to be reimbursed to them the five hundred and

four pesos and seventeen maravedi that the last three entries amount to.

With this note the partition is faithfully and legally made, saving error of the pen or addition to which I refer if there should be any. New Orleans, December twenty-fourth of the year one thousand seven hundred and seventy-five.

Manuel Andres Lopez
Armesto, Judicial Accountant.

January 24, 1776, the heirs of the Adam estate express themselves as satisfied with the foregoing partition and pray the Court's approval thereon, and an order that all abide by it, interposing its authority and judicial decree. This is sent to Odoardo for his legal advice and on the 27th of the month Unzaga rules: With the consent of the parties His Lordship says he must approve and does approve of the foregoing account, division and schedule for partition of the property left at the death of Nicolas Adam, called Blondin, and consequently he orders that they abide by it. He interposed and did interpose his authority and judicial decree as was petitioned, according to law.

January 7.

**Juan Baptista Richard vs.
Joseph Roth.**

No. 4. 3 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almon-
ester.

Redhibitory action to annul sale of
a slave.

Plaintiff presents an act of sale dated "Kabakan Nossie," October 30, 1773, by which he acquired from the defendant a slave woman called Marie, with a crippled infant daughter bearing the same name, for 1750 livres payable cash, by means of this act he will become owner of the slaves. Signed: Roth and Perret. He alleges he purchased the negresses for 350 pesos, supposing that they were on the vendor's plantation at the Acadian coast, that the mother was sold to him as having no bad habits nor defects, the seller claiming he had the order to sell them as belonging to Widow Pery who needed the money to pay her debts; that this was not true because Mr. Roth bought the slave from Mrs. Pery while she was in the prison in this city when she was caught with some fugitive negroes, so she has this defect of character. Mr. Roth bought her for 250 pesos, her value would have been more if she were of good character, but Mrs. Pery gave her at this price to be rid of her. The petitioner is poor and of an age needing a good slave to help him. He was deceived in the sale when he took her as a good subject for both house and field work. Maria continues to run away and is today in the public prison of this city. He asks

justice of the Court. This is sent to Roth, who resides in Manchac, and citation is sent there to appear within five days. The record contains no further proceedings.

The prayer of the petitioner is a legal curiosity.

“To this end the suppliant prays very humbly to Your Lordship that you deign to attend to the above complaint because the suppliant presents these writings to Your Lordship solely in order that he may receive from Your Lordship the justice that should be right and that he will not cease to pray to God that Your Lordship’s life be prolonged many years. New Orleans, January 7, 1774.”

January 10.

Juan Perret vs. Michael Triloux and Francis Faucheux, his wife.

No. 3792. 7 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

To recover a debt with attachment of debtor’s property.

for said property. The Court orders the writ issued and Nicolas Fromentin, Deputy Sheriff, reports to the Escribano that he seized two chairs and a dwelling house on St. Louis Street, situated between the properties of Widow San Germin (Germain) and Mr. Regnier, and that he placed the same in charge of Joseph Ducros, General Receiver, who signs a receipt therefor. Costs taxed at 29 pesos, 2 reales.

Plaintiff sues to recover a loan of money evidenced by a certified copy of notarial act, claiming thereunder that Mr. and Mrs. Triloux or Friloux, owe him jointly 330 pesos. The debt has matured and has not been paid. He therefor asks for a writ of execution. He also alleges that defendants have a house in the city which they may sell pending this suit and the escribano should be ordered not to pass any sale

January 10.

Andres Reynard vs. Louis de Callongne.

No. 3797. 8 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

A debt paid on judicial demand.

iff, reports to the Escribano that as soon as he showed Mr. de Callongne the writ he paid the debt. Costs taxed, 7 pesos, 5 reales.

Defendant claims from Luis de Callongne and his wife Marie Theresa Carriere jointly 305 pesos, 5½ reales, evidenced by defendant’s promise in a notarial act; the writ is ordered, but not actually issued until one year later, January 11, 1775, when Nicolas Fromentin, Deputy Sheriff,

January 10.
**Henrique Voix vs.
 Juan Bobe's Estate.**

No. 9. 24 pp.

Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Andres Almon-
 ester.

Action on a protested bill of exchange. The defendant was the last representative of the French government in Louisiana, and was drowned while on his voyage to France. (See the entry on this subject *La. Hist. Qy.*, Vol. 9, p. 150, January, 1926.)

Plaintiff presents bill of exchange dated Paris, May 28, 1773, and claims that Bobe's estate owes him 83 pesos with costs caused by the protest in the City of Paris, which was elected by Bobe as his domicile for presentation of said bill. He asks for verification of the signature to said bill by the Escribano by comparison with Bobe's signature in the folios of public writings in his office. This verification to be delivered to petitioner to be used for his rights.

This plea is sent to Antonio Thomasin, who represents Mr.

Bobe's interests here, but could not be found in the city as he was on his plantation.

After the formality of citation Antonio Thomasin answers that it is true the bill of exchange is due but all funds of Bobe's in his hands are provisionally embargoed (seized) under the order of His Lordship in the suit of Dona Maria Theresa Pinau, Widow De Verges, and therefore he can not pay the bill and costs unless condemned to do so by His Lordship with a release of the embargo aforesaid. He prays the Court will order justice done. This is ordered sent to Mrs. de Verges.

The latter answers that Bobe owes her 8000 pesos, as set forth in the testimony concerning the loss of the frigate commanded by Captain Lawrence, which was carrying Bobe and certain property of His Most Christian Majesty at the close of the French domination in this Province. Should the funds in Thomasin's possession exceed that sum, she is willing plaintiff's debt be paid, but before this is done the Court should order the payment of her claims because she is in the greatest need, or that Bobe's funds in Thomasin's hands be put out at interest and the latter paid to her for her support. This is ordered sent to plaintiff.

He replies he has nothing in common with the rights claimed by Mrs. de Verges. The sum he demands, Bobe owed for the salary of a clerk of the French Auditor's Office and it is proven Bobe had drawn this sum from the King's funds. Plaintiff has a privilege against all of Bobe's property to the exclusion of Mrs. de Verges. He asks for execution against any and all estate left by the late Bobe up to the amount he claims its one-tenth and costs. He appoints Leonardo Mazange attorney to represent his interests.

Mrs. de Verges then reiterates that the money due her by Bobe is privileged over plaintiff's claims and superior to it because Bobe married Maria Henrieta Dorgon, her grand-

daughter three months and a half before the bill of exchange was drawn and his estate is mortgaged to her granddaughter. She asks that plaintiff's claim be excluded with costs and the money Thomasin holds be placed at interest and the latter paid to her for her support. The cause is thereupon ordered received for trial within nine common days.

In October Mrs. de Verges petitions, saying that in order to avoid a lawsuit which would be very costly, she consents to the payment of plaintiff's claim and costs and that he deliver to her the protested bill of exchange. Thomasin answers that plaintiff's claim being just he concurs without difficulty in this condition.

Unzaga on Odoardo's advice rules; that under the consent of the parties let Enrique Voix be paid the sum of 83 pesos which he claims from the estate of Juan (Bautista Valentin) Bobe, with costs and 12 reales Assessor's fees for this. The record ends with this entry.

January 17.

Magdalena Manuela Collette, wife of Coratus Colet, asks to be authorized to sell real property during the absence of her husband.
No. 10. 5 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Magdalena Manuela, lawful wife of Coratus Colet, absent from this city, says she needs to sell her house to support herself. In order to establish this she asks that witnesses be interrogated. Questions are prepared as part of the petition, and the witnesses hereafter named testify as follows:

1st. Q. Is it not true that her husband has been absent from this city for one year and

that she does not know where he is nor when he will return?

1st A. The witnesses, Juan Durand, Luis Champion, Guillermo Dubuisson, all answer that it is evident that Coratus Colet is absent from the city for about a year, without his destination being known nor when he will return.

2nd Q. Is it not true that in all this time she has received neither a letter nor any funds and that she is in the greatest need because she has no means for her necessary support?

2nd A. All witnesses say it is true that she has had no news from her husband nor has he sent her anything for her maintenance and also that she is in the greatest need.

With this testimony in hand, Mrs. Colette or Colet, reshapes her declaration, to-wit: That it is now established by these witnesses that her husband has been away for a year, she does not know where he is nor when he will return, and she is in great need. She owns a little house in this city and from its

proceeds she can subsist and pay some of the debts she has contracted. She prays to be authorized to sell this house.

Unzaga on Odoardo's advice rules: From the merits resulting from the foregoing testimony, His Lordship says he must concede and does concede the permission solicited by Magdalena Manuel to sell her house and orders the written instrument of the sale of the house drawn up. Assessor's fees, 10 reales. The record ends here without taxation of costs.

January 17.

Intestate Succession of a free negress called Marton or Martha.

No. 3787. 12 pp.

Court of Governor Unzaga. Assessor, (none named). Escribano, Juan B. Graic.

The estate after paying her debts and charges, is delivered to the owner of her son, Pedro, a slave of Father Bernabe, pastor at the German Coast.

This summary is made in collaboration with the Editor.

This is the record of the opening and settlement of the succession of a free negress. It has many points of interest. It shows an estate accumulated by a free negress, consisting of personal and real property that produced at auction 164 pesos. It shows also the summary and energetic method of handling the affairs of that race and most curious of all, it shows the devolution of the estate to the owner of the slave child of the free negress. The record does not show any reason for this reversal of the ancient rule of slavery that the child of

a free mother enjoyed the status of the mother.

Governor Unzaga announces on January 13, 1774, that he has just been notified of the death of Martha, a free negress who died intestate, leaving no other heirs but her son, Pedro, a slave of Father Bernabe, Pastor at the German Coast. It is reported the deceased left clothes, furniture and a house in New Orleans and owed debts and the property must be used to satisfy the same.

Escribano J. B. Garic, attests this official notice and the Governor commissions him to go to decedent's house and sell at public auction everything he finds belonging to the negress and with the proceeds, pay off all creditors after examining their claims to see if they are just.

There is an unofficial inventory made, that is, one not made by the Escribano, and there is an itemized statement of the results of the auction sale.

The sale produces 164 pesos, 2 reales, and the debts and charges amount to 115 pesos, 3 reales, leaving a remainder of 48 pesos, 7 reales.

The bills filed are for the funeral, 17 pesos, 6 reales, and Father Luis Quintanilla adds a further bill covering several items forgotten in the original bill; a free negress, Marianne Matebane, presents a bill for 31 livres, 17 sols, and Jean Ger-

man Falcon, called San Souci, sets up a claim for 22 livres, 17 sols, 6 deniers. This last was referred by the Escribano to the Governor, possibly because the claimant was illiterate and the claims improperly stated. The Governor referred it back to the Escribano with instructions to examine into it and to satisfy the same if found to be legal. The claimant evidently succeeded in doing this with the help of some prominent man in the city, for his receipt is witnessed by Luis Lioteau, while Lenoardo Mazange, a lawyer, signed for the claimant. A great pothor over a small claim.

On March 23rd, Governor Unzaga approves the account of Garlic and orders the remainder of the estate paid to Father Bernabe as owner of the slave, Pedro, and the priest receipts for the same on March 26th.

January 18.

Enrique Voix vs.

Enrique Desprez.

No. 13. 5 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Andres

Almonester.

Suit on promissory note.

on Odoardo's advice orders issued. Desprez was a lawyer who sometimes appears in these records in opposition to Mazange who seems to have been the official favorite.

Action on a promissory note for 2530 livres, 3 sols, or 506 pesos, subject to a credit of 102 pesos. Plaintiff has been unable to collect the remainder of the debt which he asks to have verified, and he appoints Leonardo Mazange attorney to represent his interests. Desprez verifies his obligation and plaintiff asks for a writ of execution, which Unzaga

January 18.

Sale at auction of the office of Regidor of fines forfeited to the Treasury, to fill the vacancy caused by the absence and abandonment of the office by Dionicio Braud.

No. 20. 8 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, Andres

Almonester.

See 10 La. Hist. Qtly. 147, Jan., 1927.

and sold to the highest bidder and that the proceeds for said sale be entered in the Royal Coiffers.

He names as Fiscals for the valuation of the office, Francisco Maria de Reggio and Don Nicolas Forstall, Regidores at the Cabildo of this city. The two fiscals named are notified

Martin Navarro, Treasurer Accountant (Tesorero Contador) ad interim having the functions of Fiscal of the Royal Treasury in the proceedings brought against Dionicio Braud upon his clandestine voyage and abandonment of the office of Regidor and receiver of fines forfeited to the Treasury. He thereupon declares that His Lordship (the Governor General) will dispose of this vacant office by sale in favor of His Majesty and that it be called by auction

for their acceptance and oath and ordered to proceed to put a value on the office. The two appointees qualify and agree and value the office at 1000 pesos.

Three public calls are made on January 18 and 28, and February 7. On the last call Santiago Beauregard makes a bid of 1200 pesos cash for the office. This offer is taken under consideration by Governor Unzaga and on February 16 he appoints the following day for the final auction and sale which will take place in the Government house and its proceeds will be put in the Royal Coffers with the supervision of the Royal Contaduria. The next day Beauregard's offer of 1200 pesos is put up for competition. Daniel Fagot de la Garciniere bids two pesos more to be paid in cash and as there were no further bids the office was knocked down to Mr. Fagot for 1202 pesos cash.

February 18, Unzaga rules without the advice of his assessor, Whereas; As it appears from the certificate of the Ministers of the Royal Treasury, Don Daniel Fagot has exhibited (the money) which he has bid to obtain the office of Regidor of fines forfeited to the Treasury, vacant in favor of His Majesty by the abandonment of the same by Don Dionicio Braud. For the one thousand and two hundred and two pesos for which it was sold, there go with it the rights of half annats and its conveyance to Spain. It is for the Government to issue the corresponding title in due form to which effect;

February 23, Don Martin Navarro declares that he received from Daniel Fagot 378 reales, 8 maravedi in hard silver, of which three hundred and twenty (320) reales, 18 maravedi are for the half annats of the office of Regidor, deducting the 9616 reales from the proper money of its value augmented the third part and the 57 reales and 24 maravedi remaining for the 18 per centum of the half annats of its conveyance to Spain and of the expressed 378 reales, 8 maravedi of silver he made the corresponding charge in favor of the Royal Treasury in virtue of this receipt which has been recorded by him in the Principal Contaduria of this mentioned army and Province. (Signed) Martin Navarro.

378 reales and 8 maravedi of "silver are recorded."

(Signed) Martin Navarro.

February 23, Navarro writes a second receipt stating that he has received from Daniel Fagot 9616 reales of hard silver which he delivered in this Treasury, being the price for the value at which the office of Regidor was adjudicated to him, which office had been previously filled by Dionicio Braud and to be declared vacant and at the favor of His Majesty because Dionicio Braud abandoned it and made a clandestine voyage to a foreign dominion as appears from the proceedings brought to this end, the originals of which are in the possession of the Escribano of war and the Royal Treasury, Don Almonester y Rox-

as. (See this case, Nov. 23, 1773, 10 La. Hist. Qy., 147, January, 1927.) And for the said 9616 reales of silver he has made a corresponding charge in favor of the before mentioned Royal Treasury on the strength of this receipt, which has been recorded by him in the Principal Contaduria of this army and forenamed Province. (Signed) Martin Navarro. In the margin is written: "9616 reales of silver are recorded." (Signed) Martin Navarro.

Note: In the appraisalment and sale of the office of Regidor and Receiver of Fines the price is reckoned in pesos, but in Navarro's receipts it is called hard silver reales and maravedi. The details may seem obscure but the translator could not make them any clearer.—L. L. P.

January 18.

Santiago Jaquet vs. Maria Theresa Levielle.

No. 5. 26 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

Suit by a third person to compel husband living separate from his wife to pay board and lodging and debts of the wife; no decision.

Santiago Jaquet, soldier of the battalion, states that for three years he has had the defendant in his house, that she was supposed to pay him for food and lodging, but her board has never been paid. He asks that she verify his claim. This she does and plaintiff then asks defendant's husband, Philippe Flotte, be called upon to pay for his wife's support.

Flotte answers he has been separated from his wife for many years and is not responsible for her debts. She has her rights and he has his fixed by their marriage contract in which it is stipulated that neither one is liable for the other's obligations.

When their separation took place he agreed to pay his wife an annual pension of 60 pesos, this he has done regularly and to allow her the use of the slave, Rosa, and her two children to serve her and, except for these, he is not obligated to her any further. While his wife has held the slaves they have tripled in value.

She has sold Rosa and her son, Philippe, to Mr. Lorraine for 280 pesos and the daughter, Mariana, to Mr. Duplessis in 1770, for 150 pesos, which amounts in all to 430 pesos, besides what he has given her.

"He has not dissipated their property, on the contrary, he has increased it and there would have been no dissention if his wife had been content to live with him as a married woman and not always to have lived and dressed as a woman of distinction without being willing to work, or without economizing in anything, forgetting that she was the wife of a sailor and now the wife of a poor soldier on half-pay who has sacrificed himself to maintain her."

The house he owns in no way belongs to his wife but was conceded to him by Mr. Dabadie on January 29, 1764.

His wife should pay her obligations to Jaquet from the funds acquired by the sale of the slaves and if she does not, he should proceed against her.

His wife still holds a slave belonging to him called Francisca, he asks that she be prevented from selling or disposing of her.

On August 5, 1774, Santiago Jaquet and Philippe Flotte arrange their differences by notarial act and apply for leave to discontinue the suit so as to avoid further expenses.

Unzaga on Odoardo's advice rules: That with the consent of both parties he orders the suit broken and cancelled, the costs to be taxed by Andres Almonester, Escribano, who fixes these at 176 reales, or 22 pesos.

Note: This record is in very bad condition, water soaked faded and almost undecipherable.—L. L. P.

January 19.—**Santiago Lamothe vs. Vincent Rillieux.**

No. 3781, 2 pp. Court of Alcalde Forstall. No Assessor.

Escribano, Juan B. Garic. For debt.

Suit for 55 pesos settled by debtor.

January 21.

Emancipation of Francisco Chauvin Desilet Delery, a minor of 23 years.

No. 3765. 2pp.

Court of Governor Unzaga.

No Assessor.

Escribano, J. B. Garic.

The petitioner signing himself, F. Chauvin Desillest Delery, presents certified copy of his baptismal record dated December 10, 1751, wherein Father Sebastian, Vicar, Capuchin Missionary, declares he has baptized, according to the rites of the Church, Francois, legitimate son of Antoine

Chauvin Desilet, Officer of Militia, and of Charlotte Faucon Dumanoir. The godparents were Francois Chauvin Delery and Marie de Bellile Doorville, who signed with the priest. This entry is certified to first by Father Ferdinand, Vicar, and again by Father Dagobert on January 18, 1774.

The petitioner avers that as shown in the baptismal certificate, he is 22 years old, that he is of good conduct, capable of administering his own affairs which are in the hands of strangers, and this is prejudicial to him, that though he has not attained the 25 years prescribed by law he knows how to conserve his property, having always had good example and good lessons from his mother and from his father, the late Santiago Desilet, during his life. He prays the Court to order witnesses to be heard upon this matter and after this is done to grant him emancipation permitting him to administer his property. Witnesses are called and examined and their dec-

larations sent to the Assessor. The record ends here without showing the further action of the Court.

January 21.

Joseph Moreau petitions to be put in possession of his land in Opelousas.

No. 3784. 33 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

This record is rich in historical material concerning the land and people during the Spanish period at the Post of Opelousas, the present Parish of St. Landry, La.

The petition of Moreau avers that he has been evicted from a tract of prairie land "in Opelousas," owned by him, containing

63 arpents, and now sues to be restored to the possession thereof.

The basis of his claim is that he holds through mesne conveyances from the original grantee, one Pellerin, whose title is derived from a grant made by d'Abbadie to be presently referred to.

The petition was accompanied as is usual in these Spanish cases, by a series of written exhibits tending to show the justice of the plaintiff's cause and upon this *ex parte* showing Unzaga issued an order to Fuselier de la Claire, commander of the Post of Opelousas, requiring him to restore the land to the possession of Moreau pending this suit.

In due course, Fuselier de la Claire reported that he had obeyed the order of the Governor General and placed Moreau in possession of the premises.

By way of this summary procedure Moreau stirred up a tremendous amount of feeling and the record reeks with the statements and counter statements of the parties in interest and their friends; charges are made against Commander Fuselier de la Claire of gross favoritism in handling land grants; "certificates" from various witnesses are in direct opposition on every fact, except where written evidence established the same, but however deeply interested these litigants may have been, the defendant did not seem to have pushed the case to a final judgment and Moreau, being in possession under the preliminary order, had of course, no interest in doing so, but fortunately this remarkable record has been preserved and it really deserves sympathetic translation and perpetuation as a whole.

Among the interesting things in the record is the original petition of Luis Pellerin to d'Abbadie on July 7, 1764, for the concession of a "prairie" in Opelousas with the cane brakes and woods surrounding it. On the reverse side of this petition signed by d'Abbadie and sealed with his wax seal is the latter's official grant in the name of the French King confirming the particular tract as described in the petition and plat annexed.

D'Abbadie was the officer sent by the French Ministry to Louisiana after the secret cession to Spain; he was called

the Director of Louisiana and while he exercised the powers of a Governor until his death, history tells us very little about him, and the finding of this grant signed by him is worth noting in this Index.

There are also Spanish grants by Governor Unzaga concerning the land in controversy or adjacent tracts and these are very interesting and doubtless will be the subject of study now that the record has been located and noted.

February 8.—**Eustaquio Fortin vs. Francisco Carriere.**

No. 11, 8 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Suit in the Governor's Court to collect 28 pesos, followed by execution.

February 21.—**Joseph Rott (Roth) vs. Claudio Coffigny.**

No. 3799, 4 pp. Court of Governor Unzaga. No Assessor named. Escribano, Juan B. Garic.

Suit on note for 100 pesos; defendant verifies signature and plaintiff asks for execution.

February 21.

Santiago Roman vs. Enrique Desprez.

No. 3800. 11 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

Seeking an account of defendant's administration as curator to the plaintiff.

reports he has seized one chair and left the writ open for further action.

Plaintiff alleging the facts above set forth saying that no other movables having been found, he now asks to have four named slaves of the defendant seized, appraised and placed in charge of the General Receivers, and this is granted by the Court.

Fromenton goes to defendant's plantation to execute the order and demanded the slaves but defendant would not produce them and on the contrary told the officer to fulfill the duties of his office and go look for the negroes "in the mountains," and the latter after due search returned without them.

In April the parties report they have arranged their differences. They ask to be permitted to discontinue the proceedings and plaintiff has been paid what is due him by his

Curator ad lites for his share of the paternal and maternal estates.

February 23.—Luis Bernard vs. Francisco Carriere.

No. 3763, 7 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic. To collect a note of 50 pesos.

Defendant verifies signature and execution is issued.

February 26.

Salmon Prevost as in charge of the affairs of the Company of the Indies vs. Francisca Ruelland, widow of Membrede.

No. 3790. 5 pp.

Court of Governor Unzaga.

No Assessor named.

Escribano, Juan B. Garic.

Plaintiff seeks to enforce an ancient debt alleged to be due the Company of the Indies, but seems to have made a waterhaul.

See also entry, March 14, No. 3788, for a further attempt by plaintiff to recover this debt from Pellerin's widow and children.

Indies, but that during the 37 years Mr. Pellerin has been dead she has not known nor seen any person who has asked her anything concerning the Company of the Indies. In a marginal note Garic states that to obtain the declaration he has taken one entire day with a beast of burden and provisions for the journey.

March 6. Salomon Prevost sets forth that as it appears from the foregoing declaration the succession of the late Gerardo Pellerin owes a debt to the Company of the Indies. He asks to have Mrs. Membrede declare in whose hands the estate belonging to the succession may be found, and from whom she heard that he owed the Company of the Indies. March 9, she declares under oath that she can not absolutely remember whom she had heard say that the succession of Gerardo Pellerin owed the Company of the Indies because of the length of time that has passed. She is guardian of the estate and holds it as tutrix for her children. The record ends here with Garic's marginal note as above.

Plaintiff says that in his capacity as charged with the affairs of the Company of the Indies, Mrs. Membrede owes him 22,400 pesos without prejudice to a larger amount and though he has made many attempts to collect he has not been successful. He asks to have the note verified. The defendant is ill and makes her home on her plantation. He requests that her declaration be taken in the country. This declaration she makes on March 4 at her plantation, situated three leagues below the city. Under oath she says she has heard it said that the late Gerardo Pellerin owed the Company of the

March 7.
**Anonio, a mulatto,
 belonging to the Deshotels
 succession petitions for his
 freedom.**

No. 3757. 38 pp.

Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Juan B. Garic.

A slave sues the heirs of his former owner for his freedom, producing a paper granting the same, duly witnessed and signed by her, but the Court held the writing invalid for want of form and denied the relief.

She is now in extremis and declares that this is her last will which she signs in the presence of Goudeau, surgeon; Antoine Bordelon, her brother; Baptiste La Court, Meullion, her husband, and Riche, Du Doight; (Estepha, or Stephan) signs in a postscript. (Apparently at a later period this declaration was paraphed by Juan B. Garic.)

On the strength of this instrument Antonio prays for his liberty. His demand is contested by the minor heirs of his late owner who repudiate the simple piece of paper, contending the deceased left a will drawn up at Pointe Coupee by the Commander of that Post in which no mention is made of Antonio's emancipation.

Plaintiff answers that a dying declaration is legal when attested before seven witnesses, although five are sufficient even when the said declaration is not executed as a public notarial act. The instrument he has presented conforms to law.

The minor heirs reiterate their contention that the dying statement is defective inasmuch as Stephen did not sign as a witness to the body of the document but to a postscript after the transaction was finished. They allege that he has since stated he was not present and did not hear the same but that the contents were explained to him by Bordelon and then signed. They aver that all the other witnesses are either brothers of the deceased, her friends or her husband. They urge that the mulatto's pretensions be annulled as erroneous and the Court impose perpetual silence upon him and condemn him to pay costs.

The Court orders the case to go on trial, the plaintiff is first to publish his proofs, he propounds five questions. The witnesses, who are all the signers to the declaration except Stephen testify at Pointe Coupee before Balthazard De Villiers, Commander there, and their depositions are transmitted to the Court in New Orleans. The witnesses are Pierre Francois Du Doight, Jean Baptiste La Court, Jean Louis Richer, Pierre Gou-

Petitioner presents a so-called "simple piece of paper," dated Pointe Coupee, September 19, 1773, which is a dying request of the Widow La Pointe (Anna Estephania, alias Roquancourt, wife by first marriage of Deshotels, called La Pointe, and by second of Mr. Meullion), wherein she says she has forgotten in her will to free the mulatto named Antoine. She obtained this slave from her brother-in-law on condition that she liberate him after he had served her for four years.

deau, Ennemond Meullion, Antonio Bordelon, Stephen, called Roquincourt. The questions and answers are as follows:

1st Q. Is it not true that the deceased after making her will said that she had bought the mulatto from her brother-in-law to free him?

A. "Yes."

2nd. Q. Did she not declare that she had given him his freedom on condition he serve her for four years?

A. All say "yes."

3rd Q. Is it not true that this was her last will as she declared it to be?

A. "Yes."

4th. Q. Is it not true that she declared that the mulatto was as free as if his liberty had been given him before a notary?

A. They do not know.

5th Q. Is it not true that there was no notary at Pointe Coupee?

A. There was no notary there but the Commander had the power to act as such and to pass all necessary acts.

Stephen's deposition is somewhat different. He says he is extremely deaf and did not understand anything but that he was present and that his daughter had wished to free Antonio but he did not know if she had done so before a notary or not.

The proofs of the opposition are simply a reproduction of the petitions already filed, then both litigants ask for the definitive sentence, which is pronounced by Unzaga on Odoardo's advice on June 14, 1775. This begins with the usual formalities that after reviewing the evidence in the case His Lordship says that he must declare and does declare the plaintiff's intention (the technical name of his pleading) as unproven and that the paper he has produced is of no value, incapable according to law to produce the effect that is proposed and in consequence he condemned and did condemn him to perpetual silence and orders that the costs be paid by the heirs. Costs are 52 pesos.

Antonio on July 21, and Leonardo Mazange, curator of the Deshotels minors on August 2, both set forth that the time for appealing the case has passed so they ask to have the definitive sentence decreed to be as consented to and passed in the authority of a thing adjudged. This decree is given by Unzaga on Odoardo's advice and the suit is ended.

March 7.

Antonio Cavalier vs.

Santiago Carriere.

No. 374. 26 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

The parties are brothers-in-law and plaintiff's suit on a note for 160 pesos is met by defendant with a plea that the debt was paid by the service of a slave delivered to plaintiff and still retained by him. Other defences relate to the affairs of the inheritance of plaintiff's wife handled by the defendant.

Evidence is offered pro and con on the issues raised in the pleading and after the case reaches the stage ready for a hearing it is not further prosecuted.

March 9.

Guillermo Boissieu, curator of the Dutillet minors vs. Augustin de Macarty.

No. 3759. 15 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

To collect rent.

Plaintiff, curator ad bono to the minors, Pedro Dutillet and Maria Maret de la Tour, claims that defendant rented a plantation with the slaves and live stock belonging to his minors, for three years beginning September 15, 1772, for 225 pesos a year, who subleased to Francisco Doriocourt. He asks to have the funds that the latter is about to pay to Macarty seized to secure what is due his minors. Defendant acknowledges the lease but says he has turned the premises over to Doriocourt for the same price and terms. The funds were seized in Doriocourt's hands and paid to plaintiff with costs taxed at 31 pesos, 3 reales.

March 14.

Salomon Prevost vs. the Membret Succession.

No. 3788. 46 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

To collect a debt due the Company of the Indies.

See on this same subject the entry Feb. 26, No. 3790.

In order to prove his demand plaintiff asks for certified copies of inventories made at the time of the death of Louis Gerardo Pellerin, who left a widow, Françoise Ruellan, afterwards wife and widow of Mr. Membrede, together with two children, Françoise Pellerin, wife of Barthelemy de Macarty, and Louis Gerardo Pellerin, Jr.

This inventory is produced; it was made April 12, 1737, and together with the proceedings taken at the time, shows that the two Pellerin heirs turned over the entire estate with its assets and liabilities to their mother to be administered by her as long as she wished. She was their tutrix during their minority, Mr. Claude Joseph Villars Dubreuil having been appointed subroge (special) tutor.

There is also a certified copy of the proceedings, dated November 21, 1764, by order of Mr. Dabbadie, Director General and Commander of the Province, where it is shown that Louis Piot Delaunay, Counsellor-Commissioner on the case, went to the Greffier's office to make an inventory and give a description of the contents of a box of papers that Mr. de Membrede, absent, left with Mr. Volant, late Commander of the Fourth Company of the Swiss regiment.

This box was opened in the presence of witnesses and in it was found a bundle of papers containing forty receipts for supplies furnished by Mr. Prevost as agent of the Company of the Indies but nothing else appertaining to Mr. Pellerin's affairs with the said Company. The rest were Mr. Membrede's private business.

An inventory was taken of the contents of the box and with the consent of the Procureur General of the King the same was left with Mr. Ducet as Mrs. Membrede's agent, to be produced in Court on demand.

With these documents as the basis of his rights the plaintiff asks to have Francisca Reullan (Mrs. Pellerin-Membrede) turn over to him the papers, accounts and registers which are necessary to him for the security of his claim, these to be delivered in the presence of the Escribano and his Notary so as to enumerate them.

Before this matter can be attended to Francisca Ruellan dies on June 2, 1774, whereupon Prevost asks the Court to take possession of her effects, as all papers appertaining to her first husband's affairs with the Company of the Indies are among her things. These are necessary to his cause. He asks that the estate remain undivided and that an inventory be made of it immediately and that the heirs be forbidden to dispose of anything until this suit is finished.

The inventory is taken, consisting of the usual household effects, clothes, silverware, live stock, slaves, a plantation comprising 22 arpents front by 40 deep with a dwelling house; this real property is situated three leagues from the city on the other side of the upper river.

Bartolome Macarty, husband of Francisca Pellerin, and Louis Pellerin, through their attorney, Francisco Broutin, answer Salomon Prevost's belated action against their father's estate to collect 22,400 pesos, setting forth that his claim is false, imaginary and without foundation.

They further allege that though plaintiff represents himself as being in charge of the affairs of the Company of the Indies, he has presented no authentic document to prove his pretensions. What he has shown is nothing more than a cession of rights made by the heirs of the deceased Juan B. Prevost to another Juan B. Prevost and the procuration of the latter to Salomon Prevost to receive what will come to the legatees.* He has not presented any obligation or note of the deceased Gerardo Pellerin.

Mrs. Membrede's declaration simply states† that she had heard it said that her first husband owed the Company of the Indies but she did not remember by whom said. Mr. Pellerin

*See this transaction, 9 La. Hist. Qtly., p. 143, January, 1926.

†See that case entry February 26, 1774.

has been dead for 37 years and during that time no one has presented any authentic document to prove the claim.

The heirs and their mother had entered into an agreement to pay Mr. Pellerin's debt to the Company by equal portions according to what they had received from the succession if the debt is just and according to any contract, obligation or note executed in due form when presented and if valid and not prescribed and should Salomon Prevost hold the general power of all the directors of the Company.

Nothing has been found in the inventories to justify the claim nor in the box now in Mr. Ducret's keeping either, which is proof positive that no debt is due, but granting there was a debt the law on this subject prescribes debts of any and all kinds for creditors after ten years and twenty years for absent claimants.

Mr. Prevost was here in the Colony with defendant for 37 years but never presented his claim. Therefore they ask that this suit be excluded as the plaintiff has presented neither the instrument upon which he bases his action nor his credentials to act for the directors of the Company and to condemn him to pay costs.

The record ends here and plaintiff apparently took another waterhaul.

March 14.—Henrique Voix vs. Santiago Carriere.

No. 12, 5 pp. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester. To collect a note.

Plaintiff presents defendant's note for 431 livres, 5 sols, made to the order of Mr. Villefranche, which has come into his possession, which he wishes to collect. The debt is verified and the record ends with this declaration.

March 15.

Concursus of creditors of Louis Populus.

No. 3795. 301 pp.
Courts of Alcaldes
Nicolas Forstall,
Carlos de la Chaise
Santiago Livaudais.
Assessor, Cecilio Odoardo.
Escribano, Juan Garic.

To establish contradictorily the estate of the insolvent debtor and to make an equitable distribution thereof among the creditors.

After 15 suits for debt against the defendant had been entered in the Courts of Alcaldes Forstall and de la Chaise a "Concursus" is ordered to insure an equitable distribution among the creditors and to prevent waste of the assets. Fifteen small folios covering these suits are bound together and the case proceeds.

All original contracts, notes, obligations, judgments by the Superior Council, bills, etc., are filed and many new creditors enter suit, among them Luis and

Joseph Populus, sons of the defendant, for their shares from their mother's estate inherited from their maternal grandmother, Mrs. Gervais.

The settlement of the estate of Juana Kerruley Populus (the defendant's wife) is involved in the "Concursus" and according to the account and sworn statement of her testamentary executor, Francoia Braquier, amounts to 1803 pesos, 21½ reales, after all legacies and debts are paid, and this is turned over to her two sons whose attorney receipts for it.

After the sale of the property and effects of Louis Populus and after all obligations to his wife's estate are paid there remains 1246 pesos, 6 reales to be prorated among his creditors. These claims were passed on and regulated by the Court. Some reduced and others rejected completely, because of insufficient evidence, the length of time the debt has been standing before any attempt was made to collect and other reasons given by the Alcaldes.

The division of the 1246 pesos, 6 reales is made by Manuel Andres Lopez Armesto, Judicial Receiver (Contador Judicial) and is as follows:

	Reduced from:		to:	
Martin Braquier	343 livres	26 pesos	7½ reales	
Louis Antonio de Callongue.....	6749 "	494 "	4 "	
Nicolas Lambert	335 "	6 "	4½ "	
Pedro Chauvert	200 "	15 "	6½ "	
Louis Azur de L'Homme.....	222 p. ½ r.	43 "	7 "	
Louis Ranson	120 livres	9 "	5½ "	
Louis Boisdore	525 p. 6½ r.	103 "	7 "	
Widow Moreau Olivier	25 p.	9 "	6 "	
Antonio Thomassin	40 p.	9 "	5½ "	
The mulatto, Simon Calpha.....	116½ p.	45 "	6½ "	
Charles Tarascon	29 p.	11 "	5 "	
Stephen Vaugine	53 p.	20 "	7 "	
Louis and Joseph Populus.....	487 p. 7 r.	115 "	6 "	
Henry Desprez	337 p. 10 r.	17 "	6 "	
Andres Almonester	230 p.	90 "	7 "	
The heirs of Mrs. Piquery.....	35 p. 1½ r.	8 "	4 "	
Widow Pore	300 p.	29 "	6½ "	
Messrs. Fournier & St. Pe.....	83 p.	32 "	6 "	
Nicolas Le Duc	40 p.	15 "	6 "	
Juan B. Herbuet	71 p. 3½ r.	28 "	5 "	
Mrs. Broutin de la Ronde.....	172 p.	107 "	7 "	
Total.....		1246 "	6 "	

Costs taxed at 386 pesos, 41½ reales. The suit ends October 7, 1776.

March 17.

The heirs vs. The Succession of Francisco Hery called Duplanty.

No. 3775. 52 pp.

Court of Alcalde Nicolas Forstall.

Assessor Cecilio Odoardo.

Escribano, Juan B. Garic.

To prevent the sale of property by one having the usufruct of it only.

Leonardo Mazange, as defender of Carlos Hery and curator of the Blondeau and St. Martin minors, co-heirs of the succession of Francisco Hery, called Duplanty, alleges that it appears from the proceedings taken at the time of the decedent's death the sum of 3321 pesos, 6 reales, should come to each heir. Duplanty's widow has contracted a second marriage and the estate has been

attacked by several executory suits; there have also been lost by death a number of negroes on the plantation.

He prays that Magdalena Brazillier, widow by her first marriage of Francisco Hery, called Duplanty, and wife by her second, of Enrique Desprez, give bond for the amount due the heirs or else turn over to them their inheritance. This she refuses to do because it is stipulated in the marriage contract with Duplanty that the survivor would enjoy all the estate in full ownership as his or her own without the formality of giving bond to anyone. Therefore she is not obligated to do so.

Filed in the same folio is a second suit, Francisco Broutin as curator ad lites to Maria Juana Hery vs. Enrique Desprez, in which it is stated that Maria Juana is the minor heir of Luis Hery, brother of Francisco Hery, called Duplanty, and according to the inventory and schedule for partition of the Hery succession, there should come to his minor 3325 pesos, 6 reales, which Magdalena Brazillier, as guardian of her first husband's estate, holds in her possession. She has dissipated and is dissipating it. Each day many slaves are lost either by death or through running away. He, too, asks that his minor be paid her inheritance or else bond be given for the full amount. Enrique Desprez as second husband of Mrs. Magdalena Brazillier Duplanty, opposes the payment of the claim for the reason given to the petition of Mazange, representing the other minors.

Broutin alleges that Mrs. Desprez is disposing of the property of the Hery Duplanty estate as though it were her own though she has only the usufruct of it. Citing as an example that she sold a house to Francisco Bouligny, another to Santiago Beauregard, and a plantation on the Bayou to Santiago Tarascon, and is arranging to sell other real property. He asks that no notarial acts be executed for the sale of houses, lands or slaves. He further alleges that although Mrs. Desprez was to have the use of the property as long as she lived, her second marriage changes her status and requires her to give bond so that her first husband's heirs may not suffer an injustice and that she has not the right to dispose of the estate when

she has only the use of it. As the matter now stands, in the three years she has had the estate she has disposed of or wasted more than half. This is what she has sold:

House to Santiago Beauregard	4,000	pesos		
" " Francisco Murphy	1,000	"		
" " Francisco Boulligny	3,000	"		
Plantation to Santiago Tarascon.....	1,300	"		
Schooner to J. B. Poeyfarre and J. Augraud.....	600	"		
Live stock	1,596	"	4	reales
Wrought silver	1,573	"	3	"
Collected J. Chalon's note to Duplanty.....	600	"		
" J. B. Aubert's note.....	301	"	6	"
" Abraham Guitro's note	72	"	6	"
" Dubertrand's note	800	"		
Slaves lost by flight Alexandro.....	200	"		
" " " " Colas.....	140	"		
" " " " Francisco.....	300	"		
" " " " Honorato.....	240	"		
" " " " Raphael.....	300	"		
" " " " Antonio.....	260	"		
" " " " Langulo.....	260	"		
" " " " Naneta.....	240	"		
" " " " Juan Luis.....	300	"		
" " " " An Indian, Cupidon.....	100	"		
Thirteen slaves have died, valued at 240 pesos each...	3,120	"		
Total.....	20,104	"	3	"
All property received by Mrs. Desprez as by inventory.....	26,606	"	6	"
	6,502	"	8	"
The claims of the four heirs at 3,325 p. 6 reales equals.....	13,303	"		
Deficit.....	6,800	"	5	"

He further alleges there still remain some debts to collect but the greater part of the debtors are insolvent and as these probably will never be collected it will not make up enough to pay the heirs their inheritance and if the mother continues to sell the remainder of the estate as she is attempting to do, there will be nothing left for the minor heirs.

He reiterates his plea that no act of sale be executed for the rest of the property until the minors are paid, or else that bond be given unless the heirs are paid in full, and that an inventory be made of what is left of the estate since during the three years that Mrs. Desprez has held it she has wasted and diminished it by more than 20,000 pesos.

Broutin further asks to unite with Mazange in the proceedings against the defendant so as to avoid costs. Petitions granted and Alcalde Forstall on Odoardo's advice orders Desprez to give bond within three days.

Desprez contests giving bond but agrees to give Juratory Security ("Caution Juratoria"). He claims that the money

acquired from the sale of the Duplanty property has been used to buy other and more valuable real estate such as fields and also a mill to make boxes for sugar.

Broutin refuses to accept juratory security as he says it is contrary to law since the widow has disposed of the estate and it is no longer in her possession.

He also opposes the action taken in selling the houses and buying a plantation and mill as it changes the valuation of the estate as it existed according to the inventory and appraisal made at the time of Mr. Hery-Duplanty's death.

He will take nothing for his minors except 3325 pesos, 6 reales in hard money, and no other way.

If it is true as Desprez says that the house and lands have depreciated much in value and that he has sold useless things to buy and convert into other and better investments such as the farm and mill, it becomes necessary to make an inventory and valuation of all the estate so as to show what has been bought to compensate for the amount lacking.

It is unfortunate, he says, to have to lose some slaves by death but this loss must be charged to Mrs. Desprez' account and not to the minor heirs.

Forstall on Odoardo's advice orders Desprez to give juratory security as he has offered to do. Broutin and Mazange accept Forstall's verdict and ask for a taxation of costs. The case ends on August 31, 1774.

Luisa Duplanty, wife of Francisco Blache, brings suit in the Alcalde's Court four years later to compel Enrique Desprez to account for sale made since the furnishing of the juratory bond in the present case. She is met by the plea that defendant is a military officer and suable only the Governor's Court and the plea is maintained.

In Alcalde Guido Dufossat's Court on July 14, 1778, Francisco Blache, husband of Luisa Blondeau, heiress to Francisco Hery, surnamed Duplanty, presents their marriage certificate and sets forth that it is convenient to his rights that he be given a copy of Desprez' juratory security.

This request is complied with and a copy of this personal bond is filed with the record.

Blache further asks for certified copies of the acts of sale for the Duplanty property which Mrs. Desprez has already sold. This petition is granted and the copies are also filed with the suit.

Blache then states that in order to prepare his action it is convenient to his right that witnesses be called to give testimony on the disposal of the Duplanty property by Henrique Desprez and also for them to declare if it is not true that within about the last four months Desprez has lost about 8000 pesos of his wife's estate.

Desprez reports the suit of Blache to the Court of the Governor General (de Galvez). A certified copy of his petition and

Galvez' decree are filed here saying that Desprez has been notified that Blache has entered suit against him in the Court of Alcalde Guido Dufossat, which in his capacity as Captain he is not required to answer, being suable only in the Court of the Governor General. He asks for a despatch notifying the latter of his privileges and directing Blache to transfer his case to this Court.

Galvez orders the despatch sent to Dufossat so as to notify him of the privileges Desprez enjoys of suing and being sued in the Governor General's Court alone, and to stay all proceedings in the lower Court.

Blache agrees to carry his cause to the other Tribunal because it is just. The record ends here.

March 23.

Carlota Constancia Fagot vs. Pedro Harpin de la Gautray (Gautrais).

No. 3771. 9 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

To collect a note.

The plaintiff presents the original note dated October 6, 1763, for 82 pesos due for many years. Defendant acknowledges the debt and Mrs. Fagot asks for a writ of execution. De la Gautrais answers he has absolutely nothing with which to pay but if she will wait until November he will meet his obligation. The

plaintiff says she can not wait for her money and reiterates her plea for execution. The Court orders the note paid within five days. The record ends here.

March 28.

Juan Baptista Robin vs Simon Durieux.

No. 3798. 2 pp.

Court of Governor Unzaga. No Assessor. Escribano, Juan B. Garic.

To collect a debt.

Plaintiff says that for six years he has had various accounts pending with the defendant, a resident of the upper river, which he has tried many times to liquidate without avail. He has been forbidden to communicate with Mr. Durieux' house and he asks that this debt be ordered paid and that defendant appoint an attorney or

some one to represent him here so as to settle the matter immediately and amicably and thus avoid costs. The defendant is ordered notified of this petition, which ends the record.

(To be continued in July Quarterly.)

**STATEMENT OF THE OWNERSHIP, MANAGEMENT, CIRCULATION, ETC.,
REQUIRED BY THE ACT OF CONGRESS OF AUGUST 24, 1912, of the Louisiana
Historical Quarterly, published quarterly at New Orleans, Louisiana, for October,
1927.**

State of Louisiana, Parish of Orleans, ss.

Before me, a Notary Public in and for the State and parish aforesaid, personally appeared Henry P. Dart, who, having been duly sworn according to law, deposes and says that he is the editor of the Louisiana Historical Quarterly and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management, etc., of the aforesaid publication for the date shown in the above caption, required by the Act of August 24, 1912, embodied in section 411, Postal Laws and Regulations, printed on the reverse of this form, to-wit:

1. That the names and addresses of the publisher, editor, managing editor, and business managers are:

Publisher, The Louisiana Historical Society, The Cabildo, New Orleans, La.; editor, Henry P. Dart, 1022 Canal Bank Bldg., New Orleans, La.; managing editor, none; business managers, none.

2. That the owner is The Louisiana Historical Society, whose members are Gaspar Cusachs, Pres.; Edw. Alexander Parsons, 1st Vice-Pres.; Andre Lefargue, 2nd Vice-Pres.; James A. Renshaw, 3rd Vice-Pres.; W. O. Hart, Treasurer; Henry P. Dart, Archivist and Editor; J. Mitchell Pilcher, Recording Secretary; Henry M. Gill, Corresponding Secretary.

(Signed) HENRY P. DART.

Sworn to and subscribed before me this 16th day of September, 1927.

JOHN DART, Notary Public.
(My commission expires at death.)

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THE LOUISIANA HISTORICAL QUARTERLY

Vol. 10, No. 3

July, 1927

New Orleans and the Texas Revolution

By James E. Winston

The Louisiana Planter and His Home

By Louise Butler

Documents Concerning Bienville's Lands in Louisiana, 1719-1737, Third Installment

By Heloise H. Cruzat, with Introductory by Henry P. Dart

Capt. Ogden's Troop of Horse in the Battle of New Orleans

By Edw. Clarke Morse, M. D.

Early New Orleans Newspapers

By John S. Kendall

Election Frauds in Plaquemines Parish, La., in 1844

The Nation (N. Y.) 1879

Editor's Chair — Index to the French and Spanish Archives

By Henry P. Dart

Records of the Superior Council of Louisiana, XXXV

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Index to the Spanish Judicial Records of Louisiana, XVIII

By Laura L. Porteous

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		" 10	" 175
		" 10	" 275

HENRY, M. GILL,
Corresponding Secretary,
The Cabildo, New Orleans.

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NEW ORLEANS AND THE TEXAS REVOLUTION

By JAMES E. WINSTON

Department of History, Tulane University.

APPEAL AND RESPONSE

A recent historian in dealing with the relations between Mexico and the United States in the nineteenth century, comments as follows upon the manner in which Texas was ignored in this country during the period that intervened between the purchase of Louisiana in 1803 and the outbreak of the Texas Revolution in 1835:

"In the press the allusions to Texas were few and widely scattered, except, of course, for the passing interest excited in 1829, when it was reported that the purchase of Texas was imminent."¹

As will be shown, the newspapers of New Orleans furnished a striking exception to the above statement. Moreover, these journals contain a surprisingly large number of articles bearing upon Texas copied from newspapers in different parts of the country. Among these are the *National Intelligencer*, the *Baltimore American*, the *Nashville Whig*, the *Kentucky Reporter*, the *Mississippi Republican*, and the *Natchez Independent Press*. So far as the New Orleans press is concerned, a few years selected somewhat at random during the period 1803-1835, reveal the fact that the affairs of Mexico and its turbulent province bulk pretty largely in the news columns. A letter written from Nacogdoches under date of February 11, 1811, and printed in *La Courier de la Louisiane* of February 25 of that year, tells of the province of Texas and the neighboring provinces, generally designated as

¹George L. Rives, *United States and Mexico*, 1, 362.

the internal provinces, declaring their independence; commerce between Nacogdoches and Natchitoches, it was said, had been opened up.² Two years later the New Orleans journals contained accounts of the rout of the republican army by Arredondo.³ Fugitives from Texas were reported as being received with open arms by the inhabitants of the parishes of Natchitoches and Rapides.⁴ The "Declaration de l'indépendance de la province de Texas" was published in *L'Ami des Lois* of June 17, 1813.⁵ Ellis P. Bean, who arrived in New Orleans September 6, 1814, wrote an account of Philip Nolan's expedition for the same journal.⁶ With a view of preventing similar invasions of Texas by citizens of the United States, Governor Claiborne of Louisiana issued a proclamation November 23, 1814, prohibiting such illegal proceedings.⁷ In the *Louisiana Gazette* may be found a number of allusions to the movements of General Long and to emigrants and supplies going to the aid of the insurgents in Texas in 1819. Promises of land on the most liberal terms were offered prospective emigrants. The republican army of Texas was said to be not a band of adventurers eager for the gold and silver mines of Mexico, but one fighting for the rights of self-government. None would be received into its ranks but men of good moral character. A despatch from Alexandria, Louisiana, dated August 21, 1819, said, "it was very pleasing to the friends of liberty to see so many fine-looking young men passing this place for the headquarters of the republican army of Texas."⁸ In November news came of the dispersal of the patriot army and of Long having gone to join Lafitte at Galveston.⁹ The *Louisianian* complained because the members of Long's expedition had been left unaided and unencouraged; the term *invasion* did not apply to a country to which we maintained a well-founded title.¹⁰

²Issue of February 25, 1811.

³See "Joaquin de Arredondo's Report of the Battle of the Medina, August 18, 1813." Translated by Mattie Austin Archer in the *Quarterly* of the Texas State Hist. Assn., XI, 220-236.

⁴Cf. Dunbar Rowland (editor), *Letter Books of W. C. C. Claiborne*, VI, 273.

⁵See issue of June 17, July 22, September 28, 1813.

⁶*L'Ami des Lois*, October 25, 1814.

⁷H. H. Bancroft, *North Mexican States and Texas*, II, 32.

⁸Issues of July 10, 20, August 26, September 4, 22, October 4, 1819. For an account of Long's expedition, see Bancroft, as cited, II, ch. 3.

⁹*De Bow's Review*, July, 1851.

¹⁰*Louisiana Gazette*, November 4, 9, 1819. Mattie Austin Archer has an interesting paper on "The Louisiana Background of the Colonization of Texas, 1763-1803" in the *Southwestern Hist. Quart.*, XXIV, 169-194.

From time to time articles of varied import referring to Mexico and Texas appeared in the New Orleans papers, written in English, French and Spanish. Some of these were of a descriptive nature; others dealt with the output of Mexican mines and with the internal trade with that country. Still others described the ignorant condition of the masses, their religious superstition, and their inability to appreciate the blessings of civil liberty. Texas, however, being so largely made up of Anglo-Americans, was said to constitute an exception to these general statements.¹¹ Lengthy articles with Texas as their theme were printed on the eve of the rebellion of that country against Mexico; some of these were friendly in tone, while others gave a decidedly unfavorable impression of the land beyond the Sabine.¹² The colonial enterprises of Austin and of others claimed a share of the attention of the readers of the daily press. In 1819 the *Louisiana Gazette*, in connection with a glowing description of the new province of Texas, asserted that plans were afoot to establish a colony of Swiss Germans, cultivators and artisans in that country. The public was apprised of Leftwich's grant, as well as of that of Hayden Edwards. The latter offered through his New Orleans agents, Messrs. Bedford, Breedlove and Roberson, aggrandisements for "prospective settlers and their posterity rarely to be met with." In 1825 the same journal published a vigorous refutation of the rumor that Colonel Austin's colony was suffering from the horrors of famine and drought.¹³

One Benjamin Carrico, a New Orleans importer, fell afoul of the authorities of Texas, and wrote a vivid account of the outrages sustained by him in that province, which resulted in

¹¹*L'Ami des Lois*, June 17, 1813; *Louisiana Gazette*, October 14, November 14, 20 (weekly), 23, December 16, 1825.

¹²*New Orleans Bee*, August 20, 22, 1835. In the same journal for September 7, 9, 1835, were printed two articles by Benjamin H. Rutherford that appeared originally in the *Macon (Ga.) Messenger*. In these the writer, after dwelling upon the fine natural resources of Texas, implored the citizens of his state who "were almost de-ranged with anxiety to be there with their families" to pause before it was too late, to go and see the province even though the trip might be an expensive one; otherwise their rash adventure "could be but little more than murdering your wives and children."

¹³Issues of August 20, 1819; December 30, 1825. For accounts of reports of unfavorable impressions of the soil and climate of Texas, and of dissatisfaction with Austin, see *The Austin Papers*, edited by Professor Eugene C. Barker for the Amer. Hist. Assn. (Annual Report for 1919, Vol. II), Part 1, 735, 739. From New Orleans Nathaniel Cox wrote to Austin under date of August 8, 1824, that a report was in circulation there that "all your settlers have raised the standard of Rebellion and refuse obedience to law or any authority whatever." *Ibid.*, 872. This work will be cited as "The Austin Papers." The *Courier* of March 31, 1830, printed an extract of a letter from Austin's Colony, dated December 17, 1829. This stated "Texas is now in a very prosperous condition." The issue of April 8, 1830, contained an article on Texas taken from the *Baltimore American*.

a loss of over two thousand dollars. At his trial, so his story went, most of the jurymen were intoxicated, a whiskey bottle was continually passed around, with the magistrate joining in. Insult was added to injury by Austin confirming the judgment of these sons of Bacchus. Needless to say a reply to his allegations was promptly forthcoming, which vigorously denounced the said Carrico for stigmatizing Austin as being a partner to such unheard of proceedings, and for branding his colonists as a band of banditti.¹⁴ The caricatures disseminated from time to time about the character of the emigrants to Texas reminds one of the slanders perpetuated in the text books in regard to the character of the early settlers of Virginia. No one knew the settlers of Texas better than Stephen F. Austin, who wrote in 1828: "The general character of the settlers of Austin's colony is that of moral, industrious and good citizens."¹⁵

Of especial interest during the score of years or so that preceded the outbreak of the Texas revolution, are the references to the political future of Texas. In 1819 when the proposed treaty with Spain of that year was being discussed, more than one editor called attention to the fact that this country possessed an indubitable title to Texas.¹⁶ The *Louisiana Gazette* quoted the *Texas Republican* to the effect that the inhabitants of that province were attached to the government of the United States and "have long hoped that they would one day be governed by its laws."¹⁷ The *Mississippi Republican* declared that Texas was the rightful property of the United States, though it had been abandoned by this country. The editor predicted that the inhabitants would assert their independence, relying upon the justice of their cause and the magnanimity of strangers for support. Anticipating the question of the neutral obligations of the United States that was to arise in 1836, it was asserted there was nothing in the state constitution nor in the federal constitution that prohibited citizens of this country from emigrating thither with arms in their hands.¹⁸ The *Kentucky Reporter* refused to consider Texas as irretrievably lost. Its destiny would rest with the people of that country. "At no remote period it may become

¹⁴*Louisiana Gazette*, September 18, 19, 25, 1825.

¹⁵Eugene C. Barker, *Life of Stephen F. Austin*, 102. The same writer has contributed a "Description of Texas by Stephen F. Austin (1828)" to the *Southwestern Hist. Quart.*, XXVIII, 98-121.

¹⁶*Louisiana Gazette*, October 21, November 4, 1819.

¹⁷*Ibid.*, September 4, 1819.

¹⁸Quoted in *L'Ami des Lots*, June 29, 1819.

a question of expediency with them to propose to be admitted into the union, unkindly as we have deserted them."¹⁹ A correspondent of the *Louisiana Gazette* was confident the citizens of Texas were looking forward with anxiety to the time when it would be expedient for them to secede from the Mexican union and join the great American family.²⁰ The *New Orleans Bee* deplored the fact that Texas did not belong to the United States, for then it would be possible to project a railroad from this city to the Gulf of California by way of Natchitoches and Nacogdoches, thus rendering feasible direct contact with China, the East Indies, and Persia,—an undertaking declared to be as practicable as a route by way of the Isthmus of Panama.²¹

It is thus seen that Texas was by no means neglected by the newspapers of New Orleans during the period that intervened between the "procurement" of Louisiana in 1803 and the outbreak of the Texas revolution in the fall of 1835. During the succeeding months everything pertaining to Texas found a prominent place in the columns of the New Orleans dailies and was read with eagerness by the citizens of a city that, by reason of its very location, was to be so intimately associated with the fortunes of the revolution.

* * * * *

At the time of the crisis in the affairs of Texas involving the severance of relations with the Mexican government, New Orleans was a "great commercial city, full of energetic and broad-minded merchants, a source of pride to the country before the war, a city the renown of which reached the limits of civilized trade."²² As will be pointed out later, trade relations between the merchants of New Orleans and the Mexican ports at the middle of the third decade of the nineteenth century were intimate and lucrative. Suffice it to note for the present the frequency with which fast-sailing schooners plied between this city and the ports of Brazoria, Matamoras, Tampico and Vera Cruz carrying exports of various kinds, and bringing back in exchange imports of specie that in the course of a single year ran up into

¹⁹Quoted in *Ibid.*, June 9, 1819. The *Courier*, October 16, 1829, quoted the Charleston (S. C.) *Patriot* to the effect that the same arguments were being employed to discourage the acquisition of Texas as were used against the purchase of Louisiana.

²⁰Issue of November 14, 1825.

²¹Issue of September 4, 1835; May 13, 1836.

²²James F. Rhodes, *History of the United States, etc.*, VII, 107.

millions of dollars.²³ It was only natural therefore that the exciting events connected with the appeal to arms by the Texan colonists against an arbitrary and a vindictive government should have aroused the keenest interest among the citizens of the great southern metropolis. Its population, in common with the rest of the South, was accustomed in ante-bellum decades, to what may be termed waves of excitement which swept over that section from time to time. Only a few years had passed after the transfer of the vast domain of which New Orleans was the capital from Napoleon to this government, when the little community was shaken by the rumors connected with the schemes of Aaron Burr.²⁴ Shortly thereafter came the outbreak of the second war with Great Britain with its weeks and months of anxiety and suspense, enlivened by the excitement connected with the operations of smugglers on an enormous scale, and over which a touch of romance was thrown by the activities of the Lafittes.²⁵ Then at a later time there were events exclusively of a local nature which afforded occasion for an outburst of excitement on the part of the city populace. Emotions of horror and of fear were aroused by the stories connected with the names of Madame Lalaurie and of Bras Coupé.²⁶ Of far more serious import in the middle thirties was the terrible cholera epidemic, with its frightful toll of human lives, and accompanied by scenes of horror, the vivid descriptions of which by contemporaries produce a painful impression upon readers even of today.²⁷ This same decade witnessed the rise of the abolitionists, and New Orleans shared with the rest of the lower South the bitterness engendered by the activities of Garrison and his sympathizers. The very year before Austin's colonists resorted to arms in defense of their constitutional rights, a considerable section of the city was greatly excited on account of certain alleged declarations by the Rever-

²³For a detailed account of the trade relations of New Orleans in 1836, see an article by the writer, "Notes on the Economic History of New Orleans, 1803-1836" in the *Miss. Vall. Hist. Rev.*, VI, 200, 226; cf. *Niles' Register*, 49, 339. The *Bee* and *Courier* contain a mass of information relating to the commerce of New Orleans.

²⁴Henry Adams, *History of the United States*, III, ch. 8.

²⁵Beverly Clew, Collector of the Port, writing to the Secretary of State, August 1, 1817, says: "I deem it my duty to state that the most shameful violations of the slave act, as well as our revenue laws, contrive to be practised with impunity, by a motley mixture of freebooters and smugglers, at Galveston, under the Mexican flag." Bancroft, *North Mexican States and Texas*, II, 36 note. See an interesting article by John S. Kendall, "Piracy in the Gulf of Mexico, 1816-1823" in *La. Hist. Quart.*, VIII, 341-368.

²⁶For a reference to the negro insurrection of 1811, see the letter of Isaac Baker to Stephen F. Austin, February 25, 1811. *The Austin Papers*, 184.

²⁷Theodore Clapp, *Autobiographical Sketches during a Thirty-five Year Residence in New Orleans*, ch XI.

end Joel Parker, a Presbyterian divine, in regard to slavery. Mayor Prieur deemed it necessary to issue a proclamation appealing to the good sense and discretion of his fellow citizens, not to make the city a scene of riot and confusion on the occasion of the return of the minister.²⁸

Readers of the daily newspapers must have experienced a decided sense of relief in turning from the perusal of those things which excited their horror or apprehension to the accounts of the struggling Texans, since these evoked emotions similar to those called forth by the struggles of the Greek patriots and by the memories of our own revolution; for to the "days of '76" continual allusions were made by those who sympathized with the revolting colonists against Mexican tyranny.

News of the clashes between the Mexican troops and the Anglo-American settlers could not have taken the residents of New Orleans entirely by surprise. A communication dated San Felipe, May 13, 1835, was printed in the *Bee* the following month. In this the writer told how Santa Anna had been declared dictator, and would no doubt shortly be emperor or protector. The prediction was made that in this event Texas would surely be transferred to the United States.²⁹ A news item emanating from New Orleans about the middle of July stated that it was very probable that Texas would soon be at war with Mexico, as affairs in that region were fast approaching a crisis. "It is impossible for Texas to remain long under the dominion of Mexico. The character of the Texonians, who are generally emigrants from the United States, is too essentially different from that of the Mexicans for them to remain long attached to the uncongenial laws and customs of Texas.³⁰" This report was confirmed by the *Bee* in its issue of July 13, telling how the colonists of Texas had at length aroused themselves into an organized opposition to assert the freedom of their government.³¹ During August and September reports appeared in the daily papers telling of the movement of Mexican troops into the province of Texas, and of the disturbed state of the settlers. In commenting upon these reports the *Bee* declared the emigrants owed allegiance only to the republican form of government, and were freely justified in separating from the consolidated government which had been insti-

²⁸The *Whig*, November 20, 1834.

²⁹*Niles' Register*, 48:273.

³⁰*Ibid.*, 48:395.

³¹Issue of July 13, 1835.

tuted, and declaring their independence, or else seeking union with the United States. Yet it would be a serious matter for any sympathizers to interfere openly before a formal declaration of independence, unless it were by the friends of independence in an individual capacity. Our government had no legitimate power to interfere.³² With the exception of warnings such as this against the infringement of neutral obligations, the attitude of the press, generally speaking, was one of easy-going contempt for a government that did not possess the power to set its house in order, and whose people were unfitted by reason of their ignorance and superstition to enjoy the blessings of self-government. Whatever sympathy that might have existed for the authorities of that distracted country would tend to be dissipated by the published accounts of the clashes between the revenue cutter *Ingham*, Captain Jones, and the Mexican schooner *Montezuma*, which occurred in August. Of the same nature was the capture of Thomas Thompson, of the *Correo*,—characterized as a notorious pirate—by Captain William C. Hurd of the *San Felipe*. The charge against Thompson was that of attacking American vessels engaged in carrying contraband to Texas. A few months later Thompson was prosecuted in the federal court for the capture of the American brig *Tremont*. Randall Hunt, one of the leading lawyers of New Orleans, assisted in the prosecution and was rewarded for his services with a splendid gold lever watch and a very superb cane.³³

On September 8 the citizens of Brazoria tendered Stephen F. Austin a public dinner and ball.³⁴ On this occasion he was reported to have said: "The constitutional rights and security of Texas ought to be maintained; and jeopardized as they are, they demand a general consultation of the people."³⁵ On October 2, war in Texas was inaugurated by a skirmish at Gonzales. Three days later these lines appeared in the *Bee*: "Americans to the rescue! Remember the condition of your revolutionary ances-

³²Issue of September 16, 1835.

³³See an account of the affair by Alex. Dienst, "The Navy of the Republic of Texas," I, *Quart.* of the Texas State Hist. Assn., XII, 165-173; *Bee*, August 21, September 16, 18, 25, 1835. The *Commercial Bulletin* of January 16, 1836, contains an account of the trial. The *Bee* of December 3, 1835, alludes to the granting of letters of marque and reprisal by the Texan Government to five vessels including the *San Felipe*. Cf. D. B. Edward, *History of Texas*, 248-249.

³⁴For the circumstances connected with the beginning of the Texas revolution, see Barker, *Life of Stephen F. Austin*, ch. XVI. Cf. also Miles S. Bennett, "The Battle of Gonzales, the 'Lexington' of the Texas Revolution," *Quart.* of the Texas State Hist. Assn., II, 313-316.

³⁵*Bee*, September 28, 1835.

tors, when the Indians were united against them. Shall we suffer our colonial friends to be massacred by Indians hired by Mexicans, and have them driven from the colonies which they have honorably purchased and laboriously improved?"³⁶ In its issue of October 12 the *Bee* devoted much space to affairs in Texas and Mexico. The caption "War in Texas" appeared at the head of its editorial column. This was supplemented by the publication of several revolutionary documents put forth by the Texan leaders in that movement.³⁷ Of especial interest is a letter of Stephen F. Austin to W. D. C. Hall, dated San Felipe, September 19:

"War is upon us—there is now no remedy, the answer of Cos is positive that the individuals who have been demanded must be given up, and that the people must unconditionally submit to whatever the government chooses to do for them—he lays down the principle that the gen'l gov't have the right to force us to submit to any reform or amendt's, or alterations that congress may make in the constitution, &c. That is impossible—we had better leave the country at once, for we shall be under the Cos doctrine, without any rights or guarantees of any kind. I therefore think that war is inevitable; we must prepare. What do you think of raising a volunteer corps to protect the consultation; can we have it ready without delay? I think it probable Cos will attack the people on the Guadalupe in a short time; they expect aid and ought to have it.

I shall send to Nacogdoches immediately."³⁸

"Hope of the Texans for assistance from the people of the United States was spontaneous, and the response was prompt and liberal." This hope was based on the righteousness of their cause and upon the ties of kinship that existed between the settlers and their neighbors and friends in the United States. One of the Texan journals referred to our brethren in the United States who "*are bone of our bone and flesh of our flesh.*" Here was a comparatively small group of people bravely struggling against the tyranny of a much greater one, that were aliens in race, religion and language.⁴⁰ The Greek war of independence had awakened the deepest interest and sympathy not only in the

³⁶Issue of October 5, 1835.

³⁷Cf. Barker, *Life of Stephen F. Austin*, 481.

³⁸*Bee*, December 5, 1835.

³⁹*Telegraph and Texas Register*, December 2, 1835. Cf. *Quart. of Texas State Hist. Assoc.*, IX, 242-243.

⁴⁰Justin H. Smith, *The Annexation of Texas*, 31.

United States, but throughout the civilized world. In Congress sympathy was expressed for the Hungarian patriot, Kossuth, and with the rising Italian kingdom of Victor Emmanuel. Nowhere did the cause of Ireland find more passionate sympathizers than in the United States. So it was perfectly natural that the Texan revolutionists should have turned to the region east of the Sabine for moral succor and material aid. For had not their own forebears and those of their kinsmen east of the Mississippi invoked the aid of France in a similar crisis in the affairs of a now powerful nation? And just as a "decent respect for the opinions of mankind" had impelled Thomas Jefferson and his contemporaries to set forth their reasons for taking up arms against the Crown of England, so the Anglo-American colonists of Texas through their spokesmen published to the world the "Texan Declaration of Causes for Taking Up Arms Against Mexico." In this they assert "That they have taken up arms in defense of their rights and liberties, which were threatened by the encroachments of military despots, and in defense of the republican principles of the federal constitution of Mexico of eighteen and twenty-four."⁴¹ From New Orleans, January 18, 1836, Austin and Archer, two of the commissioners sent by the provisional government of Texas to the United States, wrote: "Our cause is that of Liberty, Religious toleration and Freedom of conscience against Usurpation, Despotism, and the Unnatural and Unholy Monopolies of the Church of Rome. We wish to extend the blessings of Civil Liberty over one of the fairest portions of the Continent, and to offer a home upon its fertile soil, to the pious and Industrious of all Religious Denominations. In doing this, we invade no right appertaining to Mexico, we violate no duty, on the contrary, Right and Justice and Duty loudly call upon us to resist Oppression and defend ourselves—they call upon the noble, the pious and the free to fly to our aid, and assist in planting the Standard of Independence and of Freedom in Texas."⁴² There was a considerable amount of exaggeration in this statement so far as the religious situation was concerned. Professor Barker writes that "in practice, though the settlers were deprived of the ministrations of Protestant preachers, they were seldom subjected to those of the Catholic clergy, and, so far as one may

⁴¹For this document see *Quart. of the Texas State Hist. Assoc.*, XV, 173-185. For other documents of this period edited by Professor Barker, see *Pubs. of the Southern History Assoc.*, for January, March and September of 1904.

⁴²Garrison, *Dip. Cor. Tex.*, 1, 60; *Courier*, December 4, 1835.

judge from the documents that have come down to us, they reconciled themselves to the situation with very little complaint." The same author finds the fundamental causes of the revolt of 1835-1836 were the same as those of the American revolution: "a sudden effort of the supreme government to enforce laws long forgotten or disregarded and to extend in local affairs an imperial administration to which the colonists were strangers."⁴³

In order that the causes of the war in Texas might be understood by the citizens of New Orleans, the *Bee* in its issue of November 9 reviewed briefly the history of the grants to Stephen F. Austin and his father. It pointed out the "Texians" were fighting to maintain the integrity of the constitutional provisions of 1824 against the subversion of a tyrant who was endeavoring to establish a centralized government.⁴⁴ A correspondent styling himself "Curtius" contributed to the columns of the same paper an appeal "To an Impartial World." In this it was declared that the colonists had taken up arms in defense solely of their rights and liberties. Allusion was made to the colonization law of March 24, 1835.⁴⁵ While apprehensive as to their land titles, the colonists had redeemed and cultivated their holdings accompanied by toil, suffering and danger. The laws had been administered by ignorant alcaldes. Having failed to receive any protection from the Mexican government, self-preservation had driven the colonists to dissolve all connection with a people wholly incapable of self-government.⁴⁶

Relying therefore upon the justice of their cause in which "their lives, rights and liberties are deeply endangered," the leaders of the Texan revolt looked with confidence to the United States for that moral and material support without which their cause was doomed to failure. Writing to the commissioners of Nacogdoches and San Augustine in October of 1835, Austin expressed himself as follows: "War is declared against military despotism * * * Could not volunteers be had from the United States? Our cause is one that merits the moral and physical aid of a free and magnanimous people, and those who step

⁴³*Life of Stephen F. Austin*, 147, 307. "The people (of Texas) had no predetermined aim in view and slowly felt their way." Smith, *The Annexation of Texas*, 12.

⁴⁴For a series of spirited resolutions adopted by the citizens of Natchitoches, see Henry S. Foote, *Texas and Texans*, II, 137-138.

⁴⁵For this law see Barker, *Life of Stephen F. Austin*, 137.

⁴⁶*Telegraph and Texas Register*, February 27, 1836. Cf. *Commercial Bulletin*, July 22, 1836, for a letter signed "F." The writer just from Texas comments on the spirit of energy and bravery animating the people of that province. He expresses the hope that "all our friends will share in giving birth to a nation."

forward may confidently expect that Texas will reward their services."⁴⁷ Somewhat over a year later we find Austin perturbed at the prospect of supporting the large number of volunteers that were expected.⁴⁸ An editorial in a Texas newspaper reflected the hope entertained in that quarter of outside help: "The most flattering assurances have been received from the United States that we may rely upon much assistance in that quarter, in arms, ammunition, vessels, and men * * * we feel confident that our friends and brethren in the United States will lend a helping hand in contending for the principles which our common ancestors have fought and bled for."⁴⁹

The response of the American people was confined to no one section, class or party. From Maine to Louisiana sympathy was expressed with and aid was forthcoming for the struggling Texans.⁵⁰ The three commissioners to the United States—Austin, Archer and Wharton—were struck with the "universal and enthusiastic interest which pervades all ranks and classes of society in every part of this country, in favor of the emancipation of Texas."⁵¹ One of the Texas journals jubilantly affirmed "the pulsation from Maine to Louisiana is universal in favor of Texas, and volunteers may be expected from all quarters of the Union."⁵² Naturally a keener interest was felt in the Mississippi Valley in regard to Texas than elsewhere. Especially noteworthy was the enthusiasm that was manifested and the aid that was proffered in Kentucky.⁵³ "We believe," said one of the New Orleans journals, "that, at the first signal, thousands of the hardy sons of the west will cross the boundary to join their former fellow citizens in maintaining the principles of '76." "We feel confident," said the *Courier*, "that the American people will not look on [as] silent spectators when the lives and liberties of their countrymen are in such eminent danger."⁵⁴

⁴⁷J. H. Brown, *History of Texas*, 1, 513.

⁴⁸*Ibid.*, 1, 464.

⁴⁹*Telegraph and Texas Register*, October 26, 1835. In a letter from Brazoria printed in the Charleston (S. C.) *Courier* of April 20, 1836, the writer speaks of "anxiously looking for aid from the United States."

⁵⁰Cf. Rives, *United States and Mexico*, I, 364. The statement of J. B. McMaster, *History of the People of the United States*, VI, 250, to the effect that "all over the country the friends of slavery were lending them (the Texans) aid" is utterly misleading. After twenty years of "browsing" among contemporary documents, newspapers, etc., Professor Barker records that he has found one allusion to the alleged slavery motive so far as the Texas volunteers are concerned. See his article "The United States and Mexico, 1835-1837," *Miss. Vall. Hist. Rev.*, 1, 3-10.

⁵¹Garrison, *Dip. Cor. Tex.*, 1, 66.

⁵²*Telegraph and Texas Register*, November 21, 1835.

⁵³See an article by the writer, "Kentucky and the Independence of Texas," *Southwestern Hist. Quart.*, 1, 27-62.

⁵⁴*Niles' Register*, 49:68; *Courier*, April 11, 1836.

Writing from that city in January of 1836, Austin said: "The cause of liberty and Texas stands very high in this city and all over the United States. The spirit of the people is aroused by the evident justice of our cause, and they will sustain us. The universal wish and expectation is * * * that Texas ought to declare herself *independent at once*." Whatever doubts Austin may have entertained about the wisdom of separation from Mexico were resolved forthwith by the state of public feeling in New Orleans. Such was the enthusiasm evinced for the cause he represented, that he was convinced his country could obtain from the United States all the help needed. "That in New Orleans, so near us, and so well acquainted with our situation, confidence enough should exist in us to induce a loan, speaks volumes in our favor and will give confidence everywhere else."⁵⁵ As will be seen, the aid afforded by the citizens of New Orleans was spontaneous and disinterested.

PUBLIC MEETINGS OF TEXAN SYMPATHIZERS

Toward the end of July, 1835, a New Orleans paper printed the following: "We understand that several highly respectable citizens of Texas are now in this city, and others are hourly expected. Upon their arrival a general meeting will be called to take in consideration the dreadful state of our friends, relatives and once fellow-citizens, and adopt such measures for their relief in the present emergency as affection may dictate and justice require."⁵⁶ It was upon a date still celebrated by the French element of New Orleans that the very earliest organized attempt to create a favorable public sentiment in the United States took place. "A numerous and respectable assemblage of citizens" was held with General Felix H. Huston as chairman. "The chair," said the reporter of the meeting, "addressed the group in a spirited and elegant harangue, describing in a manner exceedingly touching the wrongs and suffering of the people of Texas, and exhibiting the necessity of immediate action on the part of the friends of civil and religious freedom in their behalf." After this General Henry S. Foote submitted a series of resolutions, accompanied by elegant and appropriate remarks. These resolutions of sympathy, couched in a somewhat grandiloquent style,

⁵⁵Garrison, *Dip. Cor. Tex.*, 1, 56. Cf. also Barker, "Stephen F. Austin and the Independence of Texas," *Quart. of the Texas State Hist. Assn.*, XIII, 282; Ethel Zivley Rather, "Recognition of the Independence of Texas," *Ibid.*, XI, 173, 176.

⁵⁶Quoted in *Tex. Rev. Docs.*, in *Pubs. Sou. Hist. Assn.*, VIII, 110.

were duly adopted.⁵⁷ This and other meetings of Texan sympathizers were generally held at a three-story edifice known as Banks' Arcade. This structure had been erected in 1833 by Thomas Banks on Magazine Street, between Gravier and Natchez. It contained a glass-roofed court, space for an auction mart, a bar-room, of course, together with some of the features of a modern office building.⁵⁸ Just two months later the *Bee* published an urgent appeal for all respectable gentlemen friendly to the people and cause of Texas to assemble in the private committee room at the same place to deliberate upon affairs of importance to that country. According to the reporter of the meeting the room was thronged with an anxious audience on the evening of October 13. William Christy, a prominent citizen, whose name figures so conspicuously in all activities pertaining to Texas, was called to the chair; James Ramage was appointed secretary of the assemblage. The assembled group was addressed by Gustave Schmidt, a New Orleans lawyer; by O. de Attelis Santangelo, editor of *El Correo Atlantico*, and by one George Fisher. He had spent ten years in Mexico, and took an active part in the ill-fated Tampico expedition. His address dealt with parties in Mexico, and charged that the invasion of Texas had long been contemplated by Santa Anna.⁵⁹ According to a statement which appeared in the *Bee* written by himself, Santangelo had taught two years in Mexico. Banished from that country he had continued his profession for six years in New York. He was prepared to devote his time and learning to giving instruction of the most extensive kind in languages, science and the elements of the arts. His versatility had made him likewise proficient in law, history and political economy. His lady would establish a seminary for the education of young ladies at their home, No. 90 Customhouse street, between Royal and Bourbon.⁶⁰ On this occasion a committee of three members,—James H. Caldwell, William Bogart, and William Bryan, the Texan general agent—presented resolutions pledging support to the struggling Texans. Another committee of six was designated to correspond with the

⁵⁷*Quart. of the Texas State Hist. Assn.*, IV, 145.

⁵⁸*Guide and Directory of the State of Louisiana and the Cities of New Orleans and Lafayette*. Compiled by John Gibson (1838), 320.

⁵⁹*Bee*, October 13, 14, 1835. In 1825 Christy was chosen as alderman from the first ward. *Louisiana Gazette*, December 8, 1825. In 1834 he was declared by his friends to be fit by reason of his firmness, industry and independence to represent the same ward. *Whig*, October 18, 1834. Christy lived on Carondelet near Girod.

⁶⁰Issue of October 7, 1835.

provisional government of Texas and with other committees. This was composed of the three just mentioned, together with J. P. Niven, W. L. Hodge and Thomas Banks. Of all these easily the most distinguished was Caldwell. An Englishman by birth, he is best remembered for his connection with the theatrical history of New Orleans and his association with the city's leading play houses.⁶¹ He combined with rare artistic appreciation largeness of vision and the qualities that go to make up the successful man of affairs. And so his name is linked with that of Samuel J. Peters as one of the founders of the new American quarter, and his interest in gas as an illuminant extended beyond the bounds of the city to which he first made known the English drama. This same committee was empowered to receive donations in the interest of the noble cause, and more than \$1000 was subscribed. The officers of the meeting were likewise instructed to open a list for volunteers.⁶²

At the beginning of the year 1836 one of the "largest and most respectable meetings ever held" gathered at Bishop's hotel. Here on the evening of January 6 an enthusiastic welcome was accorded Messrs. Austin, Archer and Wharton, the three Texan commissioners. After listening to addresses from these gentlemen, those present adopted resolutions expressing regret at the untimely loss of Colonel Milam, one of the picturesque figures of the revolution, and their belief that the cause in which the people of Texas were then engaged was the "cause of truth, light and liberty, against tyranny, priestcraft and military domination." As on the occasion of the former meeting the leading spirits in the group were Caldwell, Christy and Byran.⁶³ The *Telegraph and Texas Register* declared the action taken at this meeting should cause any scepticism entertained as to the purity of the motives of the revolutionists to yield to a strong and an efficient sympathy for freemen contending for their most invaluable privileges.⁶⁴ Another large meeting was held at Banks' Arcade on April 4, the leading part being taken by Christy, Samuel Ellis and H. P. Leonard. On this as on similar occasions there was the usual flow of impassioned oratory. A set of resolutions was presented by Randall Hunt. In these allusion was

⁶¹See N. W. Ludlow, *Dramatic Life as I Found It*, etc., ch. XIV (St. Louis, 1880). Caldwell is said to have come from Virginia to New Orleans in 1817.

⁶²*Bee*, October 13, 14, 1835; *Courier*, October 14, 1835; *Niles' Register*, 49:159.

⁶³*Bee*, January 7, 1836.

⁶⁴Issue of February 27, 1836.

made to the sympathy extended the heroic Greeks and to our call for aid from France. Having already extended sympathy and aid to the people of Texas, surely they should not be left in the lurch now." Let the sentiment be "*Texas and Liberty*"! A committee of ten was appointed to collect money and clothing to be turned over to the Texas agency in the city. The members of the committee were Caldwell, C. Bullitt, Stewart Perry, John S. Turner, William Bryan, Thomas Banks, C. M. Shamburg, H. G. Heartt, John Hagan, Jr., and Thomas Toby, member of the well-known firm of that day which was so active in the cause of Texas. A few days later a committee of five was appointed at a public meeting to raise subscriptions to forward a company of emigrants to Texas. The starting point would be the Western Exchange on Tchoupitoulas street.⁶⁵ This meeting was probably held at the Union House, just across the street from Caldwell's American theatre.

It was about this time that Major-general Edmund P. Gaines,—commander of the western department of the army, who had been instructed in the previous January by the secretary of war to take personal command of all troops near the western frontier of Louisiana—asked Governor E. D. White of that state for a battalion, urging that they be mounted men.⁶⁶ Christy, ever impetuous in everything pertaining to the cause of Texas, undertook on behalf of a committee of vigilance appointed at a meeting on April 22, to enlighten the Governor as to the proper steps to be taken by him. According to Christy it was in the power of Governor White to issue a commission to any one to take command of a brigade asked for by General Gaines. Christy cited an act of the legislature, March 8, 1834, and stated that he had been informed by the quarter-master and by the ordnance department that the federal government could only furnish transportation, arms and subsistence to such volunteers as might present themselves under an order from the Governor. The publishing of Christy's letter to the Governor in the *Bee* of April 23 was in consequence of a letter to that journal by a citizen who declared that it had been publicly stated in the meeting referred to above that should Governor White refuse to grant commis-

⁶⁵*Bee*, April 5, 9, 12, 1836. The names of these were T. J. Ward, M. Cronican, J. C. Larus, D. Frazier and J. D. Somerville(?).

⁶⁶This phase of the subject is fully covered by Thomas M. Marshall, *A History of the Western Boundary of the Louisiana Purchase, 1819-1841*, ch. VIII.

sions to volunteers willing to repair to the frontier, he would be politically damned. "Let him submit to his fate! If he maintains the supremacy of the constitution, he must necessarily be damned in the minds of those who wish to trample upon it." The father of the distinguished Chief Justice was lacking neither in courage nor in a proper appreciation of his duties under the circumstances. In his public reply to Christy reference was made by him to a committee of superintendence and assistance consisting of a dozen citizens of prominence who had approached him with reference to the defence of the frontier.⁶⁷ Addressing himself more particularly to Christy, the Governor pointed out that the means were lacking for furnishing Gaines with a brigade, due to the heavy drain upon the resources of the state in consequence of sending troops to Florida. He took a calmer view of the danger to the frontier than even Gaines was to do, by declaring there was no danger of invasion at that time. He must therefore decline to do indirectly what the laws and the constitution forbade his doing directly. A noble statement which, it is to be feared, was entirely lost upon Christy and his sympathizers, who, as the Governor pointed out, had misinterpreted the act of March 8, 1834. But Christy was determined to have the last word and, in a rejoinder in the *Bee* of April 28, he called upon the public to judge between himself and the Governor, whose real objection was declared to rest upon *Expediency*, and who had been guilty of a dereliction of duty in not responding promptly to the call of General Gaines.⁶⁸ From the vantage point of the observer of today, it must be a distinct regret that all officials did not at this time take the judicial view of the obligations of the United States as a neutral that Governor White did, even though public sentiment had such scant sympathy with the enforcement of our neutrality laws.⁶⁹

At the close of June the friends of Texas held a meeting at the Arcade for the purpose of securing aid for a group of Kentucky volunteers on their way to Texas "to mingle in the cause of Liberty." Samuel W. High presided over the meeting with Robert Haile as secretary. A committee composed of those whose

⁶⁷The names of these were William Christy, Maunsel White, W. H. Ker, S. High, George Dubuys, C. Bullit, E. York, J. H. Caldwell, J. M. Kennedy, C. Adams, Jr., S. Ellis, and S. J. Peters.

⁶⁸This paragraph is based on the *Bee* and the *Commercial Bulletin* for April, 1836.

⁶⁹Smith, *The Annexation of Texas*, 23, absolves the national authorities from fault in the violation of the neutrality laws.

names have already been mentioned was appointed to receive subscriptions.⁷⁰

EMIGRANT VOLUNTEERS.

The deep interest aroused in New Orleans by the revolutionary movement in Texas was by no means confined to high-flown resolutions of sympathy or to contributions in the form of money and supplies. As early as November, 1835, Monasterio, the Mexican envoy to the United States, complained bitterly to the American secretary of state of "the notorious cooperation of the citizens of Louisiana with the colonial insurgents of Texas, whose cause they have espoused, and with whom they act as auxiliaries." He went on to say the colonists of Texas "were daily obtaining from New Orleans assistance of all kinds, in men, munitions, and arms, in silver and soldiers, who publicly enlist in that city and carry with them arms against a friendly nation."⁷¹ This was nothing but the sober truth and, as will be shown in another connection, was a gross violation of our neutrality obligations toward Mexico. But the citizens of New Orleans who were active in support of the revolutionary movement in Texas were, for fairly obvious reasons, no more to be deterred by neutrality laws upon the statute books than were Texan sympathizers in any other state. In this connection it is interesting to note, in passing, that it was the interpretation put upon these laws by one of the federal courts of the state of New York that prevented any action being taken, even had there been a disposition to do so, against individuals going to Texas with arms in their hands.⁷²

One of the striking things about the companies that set out from the United States was their composite nature. It was no unusual thing to find a number of states and even foreign countries represented in one company.⁷³ It is virtually impossible to form any precise estimate of those volunteering who claimed New Orleans as their residence, since volunteers from that city

⁷⁰*Commercial Bulletin*, June 30, July 2, 1836.

⁷¹*Niles' Register*, 49:340; 50, 211. For a good general account of contributions in the way of men, money and supplies, see Rives, *The United States and Mexico*, I, ch. XV.

⁷²Cf. Barker, "The United States and Mexico, 1835-1837," *Miss. Vall. Hist. Rev.*, 1, 10-15.

⁷³The rosters of the companies of the volunteers from the United States are contained in the *Muster Rolls*, General Land Office (Austin, Texas). According to Brown, I, 403, the Muster Roll of the Grays was furnished by Sidney S. Callender, a retired printer and publisher of New Orleans.

were to be found in companies recruited in the main in other states. Then as New Orleans was the chief center for operations by land and water against Mexico so far as the United States was concerned, it is no unusual thing to find natives of other states enrolling in companies organized in New Orleans. Generally speaking there were two routes to Texas of which the so-called "emigrants" availed themselves: the one more usually employed was by water to some port on the coast of that country; the other was the land route by way of Natchitoches, San Augustine, and Nacogdoches.⁷⁴

Among the first to offer their services for Texas were two well-known companies known as the New Orleans Grays, "distinguished for their valor and sacrifices in the cause of Texas."⁷⁵ Of these the First Company, composed of some 70 men, commanded by Captain William G. Cooke, who later became colonel—comprised representatives from sixteen different states and six foreign countries. Of those about twenty names are listed as natives of New Orleans and of Louisiana.⁷⁶ Among these was Captain Robert C. Morris, later promoted to be major. The Second Company of 50 men was commanded by Captain Thomas H. Breese. Captain Adolphus Sterne, a native of Cologne, Germany, who had emigrated to New Orleans in 1826 at the age of sixteen, "raised the company called the New Orleans Grays." The activities of this picturesque figure in behalf of Texas were made easier by the stirring editorials which appeared in the New Orleans journals, and by the receipt of General Houston's proclamation calling for aid.⁷⁷

On Monday evening, October 12, 1835, the citizens of New Orleans witnessed the "fine display" made by these raw recruits

⁷⁴Cf. *Telegraph and Texas Register*, October 31, 1835. Of the 65 members of Company E, 1st Regiment, Texas Infantry, Permanent Volunteers, 27 enrolled at New Orleans. *Muster Rolls*, pp. 238-239.

⁷⁵H. K. Yoakum, *History of Texas*, II, 22; Brown, *History of Texas*, I, 404-405. For list of officers see *Telegraph and Texas Register*, November 7, 1835; *Courier*, December 4, 1835.

⁷⁶The following are listed as having been at the siege of Bexar under Captain Wm. G. Cooke: Robt. C. Morris, promoted to be major; Chas. B. Bannister, lieut., Lewis T. Ameling, 3rd sergt., V. Drullard(?), Francis Lonard, Chas. Clark, Jos. Spawn (Sphon?), Peter Griffin, Wm. Ross, B. P. Despallier, Gerard Garret, Jas. Fitzgerald. *Muster Rolls*, p. 24. Of these Clark was with Fannin, and Spawn contributed to the *Virginia Herald* of August 6, 1836, what purported to be an eyewitness account of the death of Fannin. Among those from New Orleans who were members of the "Grays" were Dr. Wm. Howell, Robt. Muselman, Robt. Crossman, Robt. B. Moore, Wm. Beazeley, and John Jones. *Muster Rolls*, pp. 2, 3, 4, 37.

⁷⁷Cf. *Quart. of the Texas State Hist. Assn.*, I, 47; IX, 213-214. See W. P. Zuber, "Captain Adolphus Sterne," *Ibid.*, II, 211-216; "Diary of Adolphus Sterne" (ed. by Harriet Smither), *Ibid.*, XXX, 139-155.

at Banks' Arcade. The word was passed around that they would leave in a few hours for Texas "moved by a strong impulse of liberty or anxious to become inhabitants with large sections of land."⁷⁸ The feelings of one of those who offered his services was expressed as follows: "I saw that it was an opportunity for the enterprising to better their fortunes, and immediately stepped forward and enrolled my name." Austin in a report to the Consultation at the close of November declared: "This army is composed in part of volunteers from Louisiana and Alabama—men who have taken up arms from principle, from a sense of duty, and from the purest motives of patriotism and philanthropy."⁷⁹ Austin's own motives were so devoid of any taint of self-interest that he naturally imputed to others the same motives of disinterestedness that so conspicuously animated him. An insight into the motives actuating the volunteers may be obtained from an account of a meeting held on the schooner *Santiago*, that left New Orleans for Brazoria December 9, 1835. Of this meeting George P. Digges of that city was chosen chairman. James M. Wolfe, of Mississippi, explained the object of the enterprise upon which they were embarked. A committee declared the purpose of those enlisting was "to relieve our oppressed brethren who had emigrated thither by inducements held out by the Mexican government and rights guaranteed to settlers of that province (Texas) now denied them." "That we hereby declare we have left every endearment at our respective places of abode to maintain and defend our brethren, at the peril of our lives, liberties and fortunes."⁸⁰ Every revolutionary movement in history has had its more or less sordid and selfish aspects, and the Texas revolution constitutes no exception. But even while those who participated in this expression of sentiment were confined to southern states, it may safely be affirmed of them as it may be of the great majority of those going from the United States, that the preponderating motive of the volunteers was a worthy one, and not the desire to extend the area of slavery as has been so frequently alleged, nor to speculate in Texas lands.⁸¹

⁷⁸*Telegraph and Texas Register*, November 14, 1835.

⁷⁹Footnote, *Texas and Texans*, II, 163.

⁸⁰*Ibid.*, February 8, 1836.

⁸¹According to the Charleston (S. C.) *Courier*, June 22, 1836, "Speculation produced war and will follow peace." Professor Barker with his accustomed thoroughness has effectively disposed of the land speculation motive in his article "Land Speculation as a Cause of the Texas Revolution," *Quart. of the Texas State Hist. Assn.*, X, 79-95. Cf. also his "Influence of Slavery in the Colonization of Texas" in the *Southwestern Hist. Quart.*, XXVIII, 1-34.

The men composing the First Company, as it was termed, were supplied with four months provisions and with muskets purchased by the Adolphus Sterne mentioned above,—one of the Texas agents—and with the funds raised at the meeting at Banks' Arcade in October of 1835. They were clothed in gray uniforms, which explains the name given to this and other companies. Setting out in the schooner *Columbus*, Captain Leisdorf, the company, accompanied by Edward Hall, another Texas agent, duly arrived at Velasco, at the mouth of the Brazos. Here they are said to have been welcomed with "demonstrations of grateful acknowledgment for their services so gallantly tendered."⁸² Proceeding from Brazoria they marched nearly 200 miles joining Austin's former command at the camp near Bexar on the evening of November 21, just as the proposed assault upon that place was abandoned to their keen regret, for they were "willing and anxious for it to a man."⁸³ Bolder counsels however were to prevail and, as a result of the beat for volunteers 216 daring spirits enrolled for the enterprise under the leadership of Frank W. Johnson, a Virginian by birth, and of Benjamin R. Milam, a native Kentuckian. "Who will go with old Ben Milam into San Antonio?" asked this intrepid fighter and, in response to his challenge the two New Orleans companies, some 113 strong, are said to have responded to a man. Robert C. Morris, now a major, led one of the attacking divisions. After a hard struggle of several days duration, the attacking party making its way from house to house in the face of a hot fire, the capitulation of Bexar was effected.⁸⁴

The other company of Louisiana Grays left New Orleans on October 17 in the steamer *Ouachita*. Breaking a shaft as it was proceeding up the river, the services of the *Romeo*,—a Bayou Sara packet—was procured through the instrumentality of Sterne, and the disabled vessel was towed back to the city and anchored in front of Parker's foundry. This necessitated a fresh

⁸²Yoakum, *History of Texas*, 11, 22. Foote, *Texas and Texans*, II, 143, includes two pieces of artillery in the equipment. The claims of Sterne for \$820 so expended was approved by the controller in 1837. See *Southwestern Hist. Quart.*, XXX, 139. The *Courier*, December, 1835 and the *Telegraph and Texas Register*, December 7, 1835 erroneously give the date of the arrival as November 25. For the gray uniforms, Herman Ehrenberg, *Texas and Seine Revolution*, 7.

⁸³*Comprehensive History of Texas* (Wooten, editor), 1, 557; Brown, *History of Texas*, 1, 403-405.

⁸⁴An account of the siege is given in a long letter written from La Bahía (Gollad), bearing date of March 10 and printed in the *Bee* of April 21, 1836. Cf. also *Comprehensive History of Texas*, 1, 198-199. The official report of Johnson and Burleson is printed in Brown, *History of Texas*, 1, 417-424.

start, which was duly made. Provision for arming and equipping this group of volunteers, and for paying their passage to Natchitoches was made by the same committee organized the previous October.⁸⁵ From Natchitoches, rendered historic by reason of its association with two interesting figures in colonial days,—St. Denis and Athanase de Mezieres—the march was continued to Nacogdoches, destined to figure prominently in the diplomatic exchanges between Mexico and the United States, as a result of its occupation by General Gaines. Here a circular entitled “First Company of Texian Volunteers from New Orleans,” after reciting how the blood and treasure of this country had been freely poured out in behalf of the South American republic and of far-away Greece and Poland, speaks of the entertainment of the fifty or so “athletic mechanics” comprising the command of Captain Breese. Reaching Washington on November 18 this group of “emigrants” in due season joined the Texan army.⁸⁶

After the capitulation of Bexar, a correspondent of the *Bee* wrote that the colonists had remained supinely at home while the provisional government was squabbling about offices, the volunteers being left unprovided for and unpaid. Nevertheless, it was said, the New Orleans volunteers were in excellent spirits and continued to uphold their preëminent reputation for bravery.⁸⁷ It is not surprising that these men should have been more interested in undertaking a vigorous prosecution of the war than in safeguarding the farms and villages of the country.⁸⁸ The projected attack upon Matamoras therefore met with their hearty approval. One of the companies constituting the force raised by Johnson and Grant for this purpose is said to have been under the command of T. Pearson, of the American theatre on St. Charles Street, who was shot while calling out for “quarters.” There fell also Samuel W. Nally, of West Feliciana, aged 20, who in the battle of Bexar and since had displayed the qualities of a brave and gallant soldier.⁸⁹ The Grays were also reported eager for the proposed diversion upon San Patricio.

⁸⁵*Bee*, October 15, 19, 1835.

⁸⁶*Quart.* of the Texas State Hist. Assn., IX, 210-219; *Bee*, December 3, 1835; *Courier*, December 4, 1835; *Telegraph and Texas Register*, Nov. 21, Dec. 2, 1835. A vivid account of this expedition is given in Ehrenberg, *Texas and Seine Revolution*, 7-32. For the organization of the Texan armed forces, see Barker, “The Texas Revolutionary Army,” *Quart.* of the Texas State Hist. Assn., IX, 227-261.

⁸⁷Issue of April 20, 1836.

⁸⁸Rives, *United States and Mexico*, 1, 308.

⁸⁹*Bee*, April 20, 1836. For other natives of Louisiana who saw service at this and at a later time, see Thrall, *Pictorial History of Texas*. A roster of the “Louisiana Independent Volunteers” is printed in *Muster Rolls*, 70.

The most conspicuous instance of an attempt to carry the war into the enemy's country was the well-known Tampico expedition, which was launched from New Orleans in the fall of 1835. The moving spirit of this enterprise was one Colonel José Antonio Mexía, of the Mexican army. A Cuban by birth, he had gone to Mexico in 1823. A typical soldier of fortune, he first espoused then turned against the cause of Santa Anna. The fall of 1835 found him in New Orleans collecting men and money for a descent upon the coast of Mexico, his expectation being that his enterprise would receive the support of the Federalist party.⁹⁰ Others whose names were linked prominently with this ill-fated expedition were George Fisher, a Mexican Liberal, who reached New Orleans October 9, 1835, just at a time when, as has been seen, feeling was running high in favor of supporting Mexico's revolting Anglo-American colonists against Santa Anna.⁹¹ The committee headed by Christy and Ramage, whose activities in behalf of the revolutionists were notorious, "were the gentlemen who had the direction and control of the Expedition against Tampico." A contemporary account states that the expedition was fitted out in part and controlled *entirely* by the "*Committee on Texan Affairs*," appointed by a numerous and respectable meeting of the citizens of New Orleans, of which William Christy was the presiding officer. On October 20 Christy and Ramage informed the provisional government of Texas that a vessel well-armed, furnished and manned by about 150 *efficient emigrants*, would sail for Tampico in about a week under General Mexía. Some two weeks later it was stated by these two and by Fisher,—the last-named in a communication to Austin,—that the expedition would leave New Orleans on November 6 in the schooner *Mary Jane*. It was later stated that most of those on board did not know for what port the vessel had cleared, though thirty-five Creoles of New Orleans presumably had knowledge of the destination of the expedition. One of the members of the expedition made the following statement: "I left N Orleans on Board of the *Mary Jane* a fine Shuner (schooner) for Texas as I Soposed with one hundred and fifty men." According to him "the object of the men on Board was to Go to Texas to Volenteer in ade of the Caus of Liberty."⁹² In a statement

⁹⁰Rives, *United States and Mexico*, 1, 306-307.

⁹¹Barker, "The Tampico Expedition," *Quart. of the Texas State Hist. Assn.*, VI, 170.

made by some of the prisoners after the unsuccessful attack upon Tampico, it was asserted that the terms were optional as to whether they should take up arms in defense of Texas or not. Be that as it may the result of the expedition was a tragic failure, and merely served to embitter the Mexican government against the United States for not preventing filibustering expeditions of this nature. Needless to say the fate of the unhappy victims aroused the keenest interest and sympathy in New Orleans and elsewhere, wherever their story was read or told. For years afterwards the people of New Orleans were reminded of the tragic affair by references to it in the newspapers. The letters of the unhappy victims penned on the eve of their execution make pathetic reading even now.⁹³ On the whole their execution was considered justifiable by the New Orleans journals. The *Bee* declared this course was justified by necessity and policy, by right and law. On the other hand a writer in *El Correo Atlantico* questioned the legality of the execution.⁹⁴ So far as Mexia was concerned he was not trusted by the Texan government. Governor Henry Smith referred to him as professing to belong to the liberal party, whose acts rather than promises would govern the Texan authorities.⁹⁵

During the months of January and February of 1836 volunteers from different states were making their way through New Orleans to Texas. About the first of the year the *Bee* remarked: "Volunteers are rushing into Texas from every section of this union."⁹⁶ On or about February 23, 180 emigrants are said to have sailed from this port with Texas as their destination.⁹⁷ At this same time subscriptions were being raised for the purpose of equipping volunteers for the Florida campaign. This led the *Bee* to make the boast that "Louisiana has done her duty nobly and generously" in raising funds and in forwarding

⁹³Barker, "New Light on the Tampico Expedition," *Ibid.*, XI, 157; *Bee*, November 9, December 25, 1835. The writer is indebted to the late Mr. T. P. Thompson for permission to examine a contemporary pamphlet of documents dealing with this subject. Christy vehemently denied that his committee had been in any way responsible for chartering the vessel in which Mexia sailed on his disastrous venture, insisting that the entire expenses had been borne by their leader. *Bee*, December 28, 1835. Christy was later indicted by a federal grand jury for violation of the neutrality laws, but the case does not seem to have ever come to trial. Christy and Ramage "were the gentlemen who had the direction and the control of the expedition against Tampico."

⁹⁴*Niles' Register*, 49:339, contains some of these letters. See also Edward, *History of Texas*, 260-268.

⁹⁵*Bee*, December 25, 1835.

⁹⁶Garrison, *Dip. Cor. Tex.*, 1, 54.

⁹⁷Issue of January 4, 1836.

⁹⁸*Niles' Register*, 50:53.

recruits to two such widely separated theatres of war as Texas and Florida. In one meeting presided over by Governor White between \$4000 and \$5000 was raised for the Florida volunteers.⁹⁸ It was this action on the part of the chief executive that had led Christy to charge him with inconsistency in his refusal to honor the requisition of General Gaines for a battalion of state troops to assist in safe-guarding the southwestern frontier.

It was inevitable that among those who went to Texas from one motive or another were to be found some who became disappointed or disgruntled because the wheel of fortune did not reward them with a high command in the army or with something more tangible in the way of lands or money. A conspicuous instance of this was the charges of mistreatment alleged to have been received by Messrs. Wilson and Postlethwaite of the Kentucky volunteers.⁹⁹ These charges were answered by R. A. Ferguson, secretary of the executive of the Texas republic, and the pamphlet containing them was declared by the *Commercial Bulletin* to be a "deliberate fabrication of revenge."¹⁰⁰ Of the same nature was the following excerpt which appeared in the Charleston (S. C.) *Patriot*: "The gallant corps of volunteer Grays from New Orleans has generally returned, disgusted with the service, saying that they will no longer fight to *enrich* a few *land speculators*; they went to establish the *liberty* of the country."¹⁰¹ Such a statement certainly did not represent the attitude of the members of that organization. For among those who sealed with their blood the heroic defense of the Alamo on Sunday, March 6, 1836, were the following from New Orleans: Dr. William Howell, Robert Muselman, Robert Crossmann, Robert B. Morse, J. G. Garrett, William Beazeley, John Jones, lieutenant, and one by the name of Butler. Another who fell on this occasion was Isaac Ryan, of Opelousas. Two other natives of Louisiana who were killed while fighting with Grant were Major Robert C. Morris and a private by the name of William G. Preusck (?).¹⁰²

⁹⁸Issues of January 25, February 4, 1836.

⁹⁹See the writer's "Kentucky and the Independence of Texas," *Southwestern Hist. Quart.*, 1, 45. An ordinance of December 5, 1835 gave the commander-in-chief the discretion of accepting such services of volunteers for such terms as "he shall think the defence of the country and the good of the service require." Brown, *History of Texas*, 1, 510.

¹⁰⁰Issues of October 1, 7, 1836.

¹⁰¹Quoted in *Niles' Register*, 50:53.

¹⁰²*Muster Rolls* 5-6, 21 (Note 76, above), Cf. *Comprehensive History of Texas*, 1. ch. XI.

The news of the fall of the Alamo and the tragic death of Travis, Bowie and their comrades created a profound impression in the United States. This disaster was followed in just two weeks by another of even more tragic import. This was the massacre of Fannin and of practically his entire command on Palm Sunday in March, 1836. The first reaction to this bloody deed, worthy of an Alva or of a Menendez, was a feeling of fear that brought about a temporary lull in the enlistments for Texas. This was quickly followed by an outburst of indignation calling for revenge upon the "ruthless murderer and his myrmidons," who had butchered in cold blood more than three hundred prisoners of war, unarmed and defenseless, most of whom were volunteers from the United States.¹⁰³ The Washington correspondent of the Charleston (S. C.) *Courier* wrote his journal that some members of Congress were for an instant declaration of war against Mexico, such was the "paroxysm of indignation at the news of the cold-blooded murder of Fannin's command."¹⁰⁴ The editor of the *Courier* expressed the view in its issue of April 30 that the atrocities and cruelties of the Mexicans and Santa Anna seem fast kindling the sympathies of the people in behalf of the brave but unfortunate Texans, and will doubtless inflame the indignation of the civilized world." More than one editor lost his head completely in commenting upon the Mexican atrocities. Since murder had been committed contrary to the law of nations, the *Bee* declared the time had come when the government of the United States should act as avenger, not as mediator.¹⁰⁵ A more restrained tone was evinced by the *Commercial Bulletin*: "In the sacred cause of right, justice and humanity, let us then do something for Texas."¹⁰⁶ The appeal was not in vain. One correspondent reported that New Orleans "presented the appearance of a great camp in consequence of the general arming of volunteers hastening to the succor of the oppressed, but brave and gallant Texans."¹⁰⁷ One of the most detestable features of the World War was that "propaganda was deliber-

¹⁰³*Commercial Bulletin*, June 25, 1836. Confirmatory accounts of the deaths of Fannin and his men were published in the *Bee* of April 27, 1836. For those who escaped, Foote, *Texas and Texans*, II, 244; Yoakum, *History of Texas*, II, 100.

¹⁰⁴Issue of May 10, 1836.

¹⁰⁵Issue of April 20, 1836. Cf. Charleston (S. C.) *Courier*, April 30, 1836. *Journal and Advertiser* (Auburn, N. Y.), May 4, 1836.

¹⁰⁶Issues of March 31, April 4, May 14, 28, August 19, 1836. "Help we want—and that speedily" urged the *Texas Republican*. Quoted in the *Bee* of April 11, 1836.

¹⁰⁷Quoted in the *Journal and Advertiser* of April 20, 1836, from the *Louisiana Advocate* of March 28, 1836.

ately resorted to in order to foster a spirit of hatred which would sustain the fighting spirit of the people."¹⁰⁸ The brutal killing of Fannin and his men accomplished all that could have been hoped for by any campaign of propaganda intended to arouse hatred of the enemies of the Texans.¹⁰⁹ An agent of the Texan government writing to Houston at the close of April assured him that the barbarity of the enemy had harrowed up the hearts of all Americans and had injured the Mexicans more than the arms of the Texans could have done. "The cruelty of the Mexicans, their disgraceful treachery, have caused a general burst of indignation from North to South."¹¹⁰ In times of war when passion runs high, no distinction is made between the guilt of irresponsible governments or individuals and the innocence of peoples in no way responsible for ruthless acts committed by those in authority for the time being. Against this disposition one interesting protest was voiced at this time. Thirty-seven Mexican ladies living in New Orleans signed a statement protesting against the all too prevalent view that their countrymen were merciless barbarians. On the other hand, very few Mexicans shares the feeling which impelled the late intrusive chief to his butcheries; they deplored the disgrace his ferocity had brought upon his countrymen. The signers asked the public to witness the noble efforts of the ladies of Matamoras to save the prisoners lately condemned to be shot there.¹¹¹ One cannot but sympathize with this appeal, but such were the feelings of contempt entertained for the character of the Mexican people, even though it was recognized they were in large measure the victims of an "ignorant priesthood and of military usurpers," that it is not likely that public sentiment was to any extent appreciably influenced by protests of this nature. Furthermore feeling against the Mexicans would tend to be kept alive by the fact that newspapers all over the United States published accounts of the massacre accompanied by the names of those who were killed or who escaped. One of these printed in the *Bee* of June 25, was the letter of Captain William H. Patton, of the Texan army to Dr.

¹⁰⁸Report of the Executive Committee of the American Council of World Alliance, *World Call*, June, 1926.

¹⁰⁹Smith, *The Annexation of Texas*, 31.

¹¹⁰Yoakum, *History of Texas*, II, 152.

¹¹¹*Bee*, June 9, 1836. At the outbreak of the war this journal had printed what was claimed to be two decrees of the Mexican government to the effect that no quarter should be shown the enemy, regardless of age or sex; and one offering a reward of four dollars for the head of each barbarian. Issue of October 15, 1835.

Jack Shackelford of the Red Rovers, who, with the New Orleans Grays, formed the front line of the square in "Fannin's battle."¹¹²

In May notices were printed in the New Orleans papers to the effect that all who were willing to volunteer for Texas should report at the Rising Sun Tavern, No. 90 Old Levee Street, where an agent of the Texan government would be on hand to receive them. They would be equipped and convoyed to Texas on a steamboat and several sailing vessels without cost to themselves. All Texans residing in the city were earnestly requested to return home, since two other divisions of the Mexican army were reported to be in the field. This appeal was signed by Thomas J. Green, brigadier-general of the Army of Texas.¹¹³ A considerable number of Orleans Grays under Captain Creevy of Baltimore, who had returned from Florida, were reported to have joined General Green, who was scheduled to leave on May 13. His departure was delayed, however, for he did not arrive in Texas until June 9, having made the voyage in the *Ocean*.¹¹⁴ Writing toward the close of the month from Coles' settlement on the Brazos, he announced he would assemble in a few days a force of 2,000 on the Colorado; the soldiers were in good health and spirits. He could not believe the republicans of the United States would fold their arms in so unequal a contest. As an additional incentive the fact was noted that there were millions of acres in Texas which could be obtained for three cents an acre, comparable to land in Madison County, Mississippi, which sold for from thirty to fifty dollars an acre. From his headquarters under date of June 27, General Green issued General Order No. 18 to the Freemen of Texas, the purport of which was: "Come and come quickly, the line of the Colorado will be the field of operations, operations will be offensive, Texans will never drink the waters of the Sabine again."¹¹⁵ The editor of the *Commercial Bulletin* took occasion to indulge in a homily upon the inviting prospects afforded by Texas, when civil and religious liberty should have supplanted military and priestly tyranny; the pious

¹¹² Foote, *Texas and Texans*, II, 233.

¹¹³ *Commercial Bulletin*, May 11, 1836. The *Bee* of July 28, 1836, gave notice of a meeting to be held at the Mint Hotel, Old Levee street, near Esplanade, for emigrants desiring to emigrate to Texas.

¹¹⁴ *Bee*, May 12, 14, 1836; *Quart.* of the Texas State Hist. Assn., XII, 256. He is said to have been accompanied by 250 men. A dispatch dated New Orleans, May 17, and printed in the Charleston (S. C.) *Courier* of May 31, 1836, describes the activities in connection with the levying of troops and the loading of vessels with provisions and ammunition for Texas.

¹¹⁵ *Commercial Bulletin*, July 18, 1836.

hope was expressed that the weapons of the volunteers might soon be turned into instruments of husbandry.¹¹⁶

It was not apparent to the military leaders of that time as it is to us that the independence of Texas had been virtually achieved by the crushing defeat of Santa Anna and his troops on the field of San Jacinto, April 21, 1836. Columns in the New Orleans journals were devoted to accounts of this remarkable victory and naturally aroused the deepest interest.¹¹⁷ An interesting incident connected with General Green's expedition referred to above, was the forbidding of the sailing of the *Invincible* with Santa Anna on board. He was seized and carried ashore, though fortunately saner counsels prevented his being shot. Emphatic protests were made by the New Orleans editors against his release; on the contrary it was demanded that he should be tried as a felon. The gold on his saddle was said to be of "sorry complexion." The following November, accompanied by Colonel Almonte, he reached New Orleans on his way to Washington.¹¹⁸ In August the citizens of New Orleans had had their attention called to the gratifying exhibition of the large bust portraits of these two warriors on display at Banks' Arcade. They had been brought by the schooner *Shenandoah*, Captain Moore. The portraits were said to be accurately taken by a Mr. Strange. Santa Anna was depicted in full uniform with a light blue sash. In consequence of their unfinished state, for which due indulgence of visitors was craved, the admission fee had been reduced to fifty cents.¹¹⁹

In June the terms of a so-called "armistice" purporting to have been entered into between Santa Anna and his captors was printed in one of the New Orleans journals.¹²⁰ Hence volunteers were no longer needed and should therefore defer their departure. This was confirmed by the Texas Agency in the city, which reported that only emigrants desiring to become cultivators were

¹¹⁶Issue of May 13, 1836.

¹¹⁷The New Orleans papers of May 3 and 6 gave the first news of the victory sent by Thos. J. Rusk, secretary of war, from the headquarters of the army. The *Commercial Bulletin* of May 10, 14, 1836, printed a number of accounts of the battle. Houston's official report was printed in the same journal May 24. Cf. *Bee*, June 4, 1836. The old story of the Texan army being almost entirely composed of volunteers has been completely refuted.

¹¹⁸*Commercial Bulletin*, May 24, 1836. Cf. Rives, *United States and Mexico*, 1, 359-360. The *Commercial Bulletin*, June 4, 1836, said that the "Modern Nero," the "Napoleon the Second," as a result of living a fortnight on rich potatoes and salt under old Sam Houston's wing had acquired more humanity.

¹¹⁹*Commercial Bulletin*, August 18, 29, 1836.

¹²⁰Actually there was no such agreement. Rives, *United States and Mexico*, 1, 352.

desired. There was furthermore said to be a scarcity of provisions in Texas.¹²¹ Nevertheless in July Houston addressed a letter to General R. G. Dunlap, of Nashville, urging him to march speedily with all available aid in the way of men and arms, but without any baggage. The path to wealth and honor lay open to the patriotic and chivalrous; the struggle was one between priestcraft and tyranny on the one hand, and liberal principles on the other. It was estimated that Texas was threatened by two new armies aggregating from 8,000 to 12,000 men.¹²² This is a typical illustration of the rumors of the menace to Texas from Mexico that continued to be printed in the city journals from time to time. Throughout the year 1836 and for months of the next year the most contradictory reports were published referring to projected invasions of Texas. The sources of this information were, in the main, letters written from various points in Mexico and are valuable chiefly for throwing light on local conditions in that country. It would be tedious to rehearse these articles in detail, but a few "stories" may be cited as an illustration of the kind of news that was printed about Mexico at this time.

Naturally they reflect the prepossessions of the writer and, almost without exception, show scant sympathy with the problems confronting the Mexican government.¹²³ Thus a correspondent writing from Matamoras in May of 1836, describes the decline of commerce, the return of disheartened soldiers and sailors; however much political parties might be divided as to domestic affairs they were united in regard to Texas, though a majority of the republic would side in favor of the Texan declaration for the constitution of 1824. No reliance of any kind should be placed upon overtures made by a Mexican general or his agent, for the duplicity of Mexican character was a well-known fact. A separation of the northern states was likely before the end of the year.¹²⁴ Another expressed the opinion that the sense of honor of Mexican soldiery would not compare with that of south-

¹²¹*Commercial Bulletin*, June 16, 17, 1836.

¹²²*Ibid.*, July 6, 1836.

¹²³The editor of the *Commercial Bulletin* speaks in the issue of June 24 of the "besotted tyranny of priestly domination and military misrule." In the issue of August 29, however, the hope is expressed that Texas may be free and that Mexico may become a strong government by throwing off the blight of military despotism and of a dangerous hierarchy. Robert Andrews, writing from Saltillo in 1823, to Austin, has this to say: "All the government in the world would not make them worth the powder that it would take to blow them to Hell, that which God made for a jackass cannot be educated so as to make a fine horse." *The Austin Papers*, 582.

¹²⁴*Ibid.*, June 7, 1836.

ern slaves; it was likely that more intelligence was to be found among the negroes of the South than among one-half of the Mexican population.¹²⁵ An officer on the United States schooner *Grampus* reported that such was the sentiment in Tampico that the crucifixes would be sold, if necessary, to raise funds for another campaign. Feeling was bitter not only against Americans, but towards all foreigners.¹²⁶ From Vera Cruz a correspondent wrote that the people had been "stunned" by news of the defeat of Santa Anna. In Mexico City Americans were said to be daily abused by the public prints, accompanied by threats to take their property for war expenses. Toward the close of the month in which this was written,—namely, June,—Edward Hall of the Texas Agency inserted a notice in the daily press that the friends of Texas must rally again as the enemy was approaching. Accompanying this was an order signed by Burnet, dated Velasco, June 2, instructing Captain J. S. Brown, of the *Invincible*, to sail from that point in view of the news that the Mexicans were returning. Hard upon the information emanating from Tampico in July that General Urrea's army was in a wretched state and would not be able to move for several months, came the news that the Mexican army was nearly ready to march with a possibility of being joined by the Cherokees, Sacs and Foxs.¹²⁷ News items of this character continued to be published during the ensuing months. In October and November came renewed reports of projected invasions of Texas. A letter written by General Felix Houston in December referred to the rumor of an invasion by General Bravo. In April of the year following news items were printed telling of the dullness of business in Mexico City, of revenues from the customs being mortgaged to the merchants, of the antipathy towards the Jews, of the scheming of the priests to defeat Bustamente. No mention was made however of any "grand expedition" against Texas.¹²⁸ In rather striking contrast with the generally gloomy picture that was drawn of conditions in Mexico were the reports emanating from Texas in the spring of 1837. Emigrants from the United States were said to be arriving by the thousand, money was reported plentiful, though provisions were still scarce.¹²⁹

¹²⁵*Telegraph and Texas Register*, January 3, 1837.

¹²⁶*Commercial Bulletin*, June 20, 1836.

¹²⁷*Ibid.*, June 24, 28, 29, July 2, 6, 18, 25, 28, 30, 1836.

¹²⁸*Ibid.*, October 5, 24, November 11, 1836; January 10, 13, March 2, 20, 22, April 14, 1837.

¹²⁹*Picayune*, May 31, 1837.

As one views the situation in Mexico during these years from the vantage point of the present it is clear that Texas was in no danger from that country. Not only were the finances of that distracted country in a disorganized condition, but in 1836 there were threats of the secession of some of the northern provinces. Indeed the country "appeared to be going swiftly to ruin; while close at hand stood a people not only qualified to conquer and rule, but able to draw to their standard countless ambitious young men from Europe and the southern states." The Chief Justice of the Supreme Court of Tennessee wrote to Jackson in 1836 that, should the war in the Southwest continue for a twelve-month, forces from beyond the Mississippi would take possession of Mexico City.¹³⁰

The Washington correspondent of the Charleston (S. C.) *Courier* wrote his journal that the immediate effect of Houston's victory was to give new spirit to the volunteering mania, dampened for a time by the news of the massacres at the Alamo and at the Goliad.¹³¹ Be that as it may, the months of July and August of the year in which the victory of San Jacinto was won saw a cessation of volunteers going from the United States. In September a company left Baltimore for Texas; it contained at least one native of New Orleans, a man by the name of George Styles.¹³²

LOANS AND CONTRIBUTIONS

Thus natives of New Orleans, like others from widely-scattered areas in the United States, made the "supreme sacrifice" in the cause of Texas independence. Others gave unreservedly of their time and energies for the same end. It only remains to give some account of the loans and donations in which the citizens had a part. In November, 1835, the Consultation among other things decreed: "That the public faith of Texas is pledged for any debts contracted by her agents."¹³³ About the same time this body elected Austin, Archer and Wharton to act as agents in the United States with the title of commissioners. These were empowered to effect a loan of one million dollars, "and as security for the payment of the same to pledge the faith of the Country, and if necessary to hypothecate the public lands of Texas." In

¹³⁰Smith, *The Annexation of Texas*, 46, 49, 50. Cf. *Bee*, June 11, 1836.

¹³¹*Commercial Bulletin*, September 12, 1836.

¹³²*Ibid.*

¹³³Footnote, *Texas and Texans*, II, 149.

the private instructions given to the commissioners they were told, "If Thomas F. McKinney should fail to contract a loan of one hundred thousand dollars in the City of New Orleans, or elsewhere, as he has been commissioned to do, you will, if possible, proceed to effect it for the immediate use of the Government on the best terms that you can, and arrange, if necessary, that it be refunded from the first permanent loan for this Government." They were furthermore authorized to receive all monies proffered as donations, and all contracted for as loans to be deposited in banks contemplated by law. "You will also receive donations of every description, tendered by the patriotic; and forward them as circumstances may direct, with advices of the same."¹³⁴ Toward the end of December the commissioners set sail for the United States. "Austin went in great despondency"; for he was ill from exposure in camp, and "out of harmony with his colleagues, especially Wharton, whom he thought too violently committed to independence."¹³⁵ Austin and his companions arrived in New Orleans January 1, 1836. Writing to President Burnet something over seven months later, they said: "On reaching that city we found that the government of Texas was without funds or credit, and that the quartermaster of the army and other agents were wholly unable to procure the requisite supplies of arms, ammunition, provisions, etc. Under these circumstances we promptly exerted ourselves to make a flat loan at a fixed rate of interest. This, however, was wholly impracticable. Capitalists would not lend at any interest without obtaining lands in payment. Imperilled by the urgency of our situation we effected a loan with Robe(r)t Triplett and others which has been submitted to and modified by your Excellency and Cabinet."¹³⁶ The amount of this loan was \$250,000, upon which \$60,000 was paid. The commissioners were jubilant at their success in obtaining a loan. On January 10 they wrote Governor Smith: "Some of the best informed persons of this place confidently assert that this loan insures the triumph of our cause and the independence of Texas. That in New Orleans, so near us, and so well acquainted with our situation, confidence enough should exist in us to induce a loan, speaks volumes in our favor and will give confidence everywhere else."¹³⁷ Whatever doubts may have existed in

¹³⁴Garrison, *Dip. Cor. Tex.*, 1, 52-53. McKinney excused himself from his undertaking. See Barker's "Texas Revolutionary Finances," *Polit. Sci. Quart.*, XIX, 614-615.

¹³⁵Barker, *Life of Stephen F. Austin*, 496.

¹³⁶Garrison, *Dip. Cor. Tex.*, 1, 111.

¹³⁷*Ibid.*, 1, 56.

Austin's mind as to the wisdom of a declaration of independence were now speedily resolved by the success of the loan and by the enthusiasm of the people for the cause which he had so much at heart. As Professor Barker points out however, the motive for the "loan" was the eagerness of capitalists to speculate in Texas lands, since the lenders were to receive eight per cent, and had the option of taking land in repayment at fifty cents an acre. The lenders thus drove a hard bargain, but the commissioners were of the opinion that "rather than have missed the loan, we had better borrowed the money for five years, and given them the lands in the bargain." To this first loan Alfred Penn of New Orleans subscribed \$10,000. To a second loan of \$50,000 there were twelve subscribers, of whom seven were from this city. In May Thomas J. Green and Samuel M. Williams,—who was so intimately associated with Austin and his enterprise,—tendered their thanks to Dr. J. C. Williams for a loan of \$10,494 in cash; reference was made by them to the "noble and generous manner" in which his personal services were offered."¹³⁸

Among other things the commissioners were instructed to procure and fit out from New Orleans or any other city armed vessels for the protection of commerce and the sea coast of Texas. A. J. Yates was accordingly empowered by Austin and Archer to proceed to New York for the purpose of purchasing a "steam vessel of not more than three hundred tons burthen * * * strong and substantially built to bear heavy guns, say 18 pounders, and in every way fit for sea service." He was authorized to draw on William Bryan, the Texan general agent, for a sum not to exceed \$20,000, payable at the Bank of New Orleans.¹³⁹ On January 22 these two commissioners informed Governor Smith they had deposited in the same institution the sum of \$10,000 subject to the orders of the home government. Greatly encouraged by their success in New Orleans, the commissioners set out for other leading cities. From Nashville Wharton wrote the Governor, February 7, that he feared his two companions were "frozed up in the river below."¹⁴⁰

¹³⁸Ibid., Barker, *Life of Stephen F. Austin*, 499-500; see especially his "Texas Revolutionary Finances," as cited, 612-635. The *Bee*, January 2, 1836, referred to the "easy terms" of the loan. Cf. also *Commercial Bulletin*, May 16, 1836.

¹³⁹Garrison, *Dip. Cor. Tex.*, 1, 61-63. According to the *Bee* of December 3, 1835, the Texan government had authorized several individuals, including Frost Thorn, then in New Orleans, to charter and equip a schooner to cruise on the coast of Texas with full powers of a revenue cutter, and armed with letters of marque and reprisal. "If any privateers were actually put in commission nothing was ever heard of them." Barker in *Polit. Sci. Quart.*, XIX, 628.

¹⁴⁰Garrison, *Dip. Cor. Tex.*, 1, 63, 65.

During his enforced idleness Austin had occasion for reflection upon the stirring events in which he had participated and the heavy burdens that had been his lot since his visit to New Orleans fifteen years before. For it was in 1821 at the time of the inception of his great enterprise, that he fell in with Joseph H. Hawkins, who offered to teach him law, boarding him and lending him money for clothes. On this occasion Austin wrote: "An offer so generous and from a man who two months ago was a stranger to me, has almost made me change my opinion of the human race." His determination to accept the offer of Hawkins was changed by the news of the success of his father in obtaining his grant in Texas and by the latter's desperate illness, the result of the exposure and hardships suffered by the elder Austin upon his return home. So on June 18, 1821, he had set out for Natchitoches in the steamer *Beaver*, taking with him "eight or ten" men to explore the province of Texas. Hawkins was intimately associated with Austin in inaugurating his colony. To him Austin became indebted, as he did to Edward Lovelace, a Louisiana planter, who accompanied him in the above year on his exploration of his future home.¹⁴¹ It is not intended to convey the impression that Austin's connection with New Orleans was entirely severed during the period from 1821 to 1836. Among his voluminous correspondence are letters written during this period from that city as well as from other points in Louisiana. These deal with a variety of matters, and shed light upon the weighty responsibilities incurred by the "Father of Texas" in establishing his great enterprise.¹⁴²

In May, 1836, President Burnet authorized Thomas Toby and Brothers to sell 500,000 acres at fifty cents an acre, but no sale ensued.¹⁴³ A notice in the *Commercial Bulletin* declared the welfare and freedom of Texas demanded this sum at once. "If the city of New Orleans contains any lovers of liberty and TRUE friends of Texas, they will lend the money."¹⁴⁴

Turning to the matter of donations Edward Hall reported to his government in November of 1835 of the raising of \$7,000

¹⁴¹See Barker, *Life of Stephen F. Austin*, 32-33, 41, 287-290, 397.

¹⁴²For the relations between Austin and Hawkins, see *The Austin Papers*, 373 (Stephen F. Austin to His Mother, January 20, 1821), 397 (Joseph H. Hawkins to Mrs. Maria Austin, June 27, 1821), 428 (Agreement Between Austin and Joseph H. Hawkins, November 14, 1821), 431, 476, 628, 923 (G. A. Hawkins, the wife of Joseph H., to Austin, Lexington, Ky., October 9, 1824), etc.

¹⁴³Barker, in *Polit. Sci. Quart.*, XIX, 626.

¹⁴⁴Issue of May 4, 1836.

by a committee for the cause of Texas. Half of this was used in equipping and transporting the volunteers at that time, the balance being retained by the committee. Hall was appointed agent by the Consultation and authorized to draw on the committee for funds. One J. W. Swain is said to have made a liberal donation to the "volunteer Grays."¹⁴⁵ William K. Hill, secretary of a Texas meeting in April, 1836, acknowledged the receipt of \$50 contributed by the George Fisher mentioned above.¹⁴⁶ In June of this same year, O. de A. Santangelo acknowledged receipt of \$520 at sundry times as a contribution toward defraying the printing of *El Correo Atlantico* at the rate of \$32.50 per each number of 500 copies from No. 17 to No. 32, both inclusive.¹⁴⁷ Samuel Ellis, secretary for one of the Texas committees, thanked Captain H. L. Thompson for \$50 which had been donated by the Louisiana lodge of Masons for the relief of the widows and orphans of those slain in Texas.¹⁴⁸ The *Bee* expressed the hope that the ladies of New Orleans would counsel their male friends to promptness and liberality in providing for those women and children in distress who were refugees from Texas.¹⁴⁹ The management of the American theatre on Camp Street responded with a benefit performance for these unfortunates.¹⁵⁰ At the same playhouse there was performed in May, 1836, a patriotic drama entitled "Texas"; also the "Martyred Patriots." At the Saint Charles theatre a benefit was given in January of this year. On this occasion the audience witnessed the "Soldier's Daughter"; a recitation entitled the "Standard of Liberty" was included on the program, as well as a comic song, "Creole Convention."¹⁵¹

The stirring events in Texas were reflected in a number of poems as well as upon the stage. The opening stanza of one called forth by the battle of San Jacinto, runs as follows:

"On San Jacinto's bloody field
Our drums and trumpets loudly pealed
And bade a haughty tyrant yield
To Texan chivalry."¹⁵²

¹⁴⁵*Bee*, October 19, 1835.

¹⁴⁶Contemporary pamphlet, 35.

¹⁴⁷*Ibid.*, 37.

¹⁴⁸*Commercial Bulletin*, May 13, 1836.

¹⁴⁹Issue of April 13, 1836.

¹⁵⁰*Ibid.*, April 14, 1836.

¹⁵¹*Ibid.*, January 16, May 10, 1836.

¹⁵²*Commercial Bulletin*, June 8, 1836. A stanza of the "Hymn on the Alamo" runs as follows:

"Here on this new Thermopylae
 Our monument shall tower high,
 And Alamo hereafter be
 In bloodier fields the battle cry.
 Thus Travis from the rampart cried,
 And when his warriors saw the foe
 Like angry billows move below;
 Each dauntless heart at once replied,
 Welcome the Spartan's death—
 'Tis no despairing strife;
 We fall, we die, but our expiring breath
 Is freedom's breath of life." *Ibid.*, February 7, 1837.

In less serious strain were the lines called forth by "Colonel Crockett's Exploits and Adventures in Texas," sold by William Kean, at the corner of Camp and Common:

"Say what can politicians do,
 When things run riot, plague and vex us,
 But shoulder *flook*, and start anew,
 Cut stick and GO AHEAD to TEXAS!"

By the *Commercial Bulletin* the volume was characterized as a "most pitiful compound of error, vulgarity and stale witticisms." Issues of September 24, 29, 1836.

In June of the year in which this memorable battle was fought General Houston was a visitor in New Orleans for the purpose of taking medical treatment for his wound. He was the guest of William Christy, whose home is said to have been thronged with visitors for two weeks. A committee of thirteen citizens presented him with a copy of "endorsed resolutions" of May 28 inviting him to partake of a public dinner, and expressing their pleasure at his energies exerted in the sacred cause of Liberty. The dinner was declined by the hero on account of his health and his duty to Texas. A portion of his reply was as follows: "It is a source of pleasing reflection that our first aids were furnished promptly by our friends of New Orleans, and that their unceasing exertions gave us hope in the darkest moments of the past."¹⁵³ Among these friends of Texas one man was singled out by the authorities of that country for especial recognition. This was William H. Christy, whose name has been mentioned more than once in this paper. In May twenty-seven officers joined in a request to General Houston to present Colonel Christy with the saddle and bridle said to have belonged to General Cos. At the same time he was to be assured of the "heartfelt gratitude of the zeal used by him in our favor in the darkest days." Houston complied with the request, assuring the recipi-

¹⁵³*Ibid.*, May 30, June 9, 1836. The members of the committee were Maunsel White, S. J. Peters, G. R. Stringer, H. B. Cenas, John Winthrop, William Christy, D. C. Ker, Samuel Thompson, Cuthbert Bullitt, S. D. Dixon, Randall Hunt, E. Yorke and D. P. Jackson. General Houston arrived on the schooner *Flora* May 22. He left on June 7 in the steamer *Caspian* for Natchitoches, having rapidly convalesced from his wound under the care of Doctors Cenas and D. C. Ker.

ent of the trophy that his name would ever be uttered by the people of Texas accompanied by a prayer for his happiness and prosperity.¹⁵⁴ In his inaugural address Houston thus referred to Christy: "There sits within my view a gentleman, whose personal and political services to Texas, have been invaluable. He was the first in the United States to espouse our cause. His purse was ever open to our necessities. His hand was ever extended to our aid."¹⁵⁵ On another occasion he was referred to as one "to whom, above all other men out of Texas, is she indebted for the favorable prosecution of the war of independence."¹⁵⁶

The Charleston (S. C.) *Courier* observed that "Texas will reward with something more than gratitude and empty compliments the generous ardor in the cause of liberty."¹⁵⁷ This was literally true, for the government of Texas kept its promises and rewarded the emigrant volunteers with well-nigh lavish grants of land and other emoluments.¹⁵⁸ Nor was the young republic ungrateful for the aid rendered by the people of New Orleans in the hour of its need. In a letter to William Christy and James R. Ramage the Consultation tendered their "most grateful acknowledgment to the citizens of your city for their kindness and fraternal interposition."¹⁵⁹

¹⁵⁴*Ibid.*

¹⁵⁵*Telegraph and Texas Register*, November 9, 1836.

¹⁵⁶Yoakum, *History of Texas*, 11, 62.

¹⁵⁷Issue of January 14, 1836.

¹⁵⁸Cf. *Southwestern Hist. Quart.*, 1, 52-53; Foote, *Texas and Texans*, II, 149.

¹⁵⁹*Telegraph and Texas Register*, November 14, 1835.

NOTE—Since this paper was written, Professor Barker's third volume of *The Austin Papers* has been published by the University of Texas press. This volume is replete with instances of the intimate relations existing between the participants in the Texas revolutionary movement and the city of New Orleans.

THE LOUISIANA PLANTER AND HIS HOME.

By Louise Butler, Bains, La.

His home was often of the Southern Colonial build, that is, wide galleries on four sides, supported by large pillars reaching up three stories, an observatory or Belvedere on the roof; a spacious hall from which the stairs ascended, imposing reception rooms on one side, library, dining and breakfast rooms on the other. On the second and third floors were bedrooms so vast that a journey from bureau to armoire (from "Armory," a wooden chest or cupboard where arms were stored in olden times) was quite a little exercise. The walls were thick or double, so that commodious linen closets were framed between them.

These houses, solid as huge timbers or brick could render them, were made of native materials by native talent or, more frequently, by foreign architects who gave the prevalent French, Spanish or British touch to the finishings of fine woods, marble or brass. The impression produced was of good taste, generous space, light and air. The furnishings were of mahogany, rosewood, oak or indigenous walnut and poplar, foreign ebony lined with satinwood and richly carved or inlaid with ivory designs outlined in silver. Cabinets of marqueterie or Buhl held precious ornaments in Sevres, Dresden, bronze or marble.

This imposing home was set in ample grounds where lawny spaces intervalled shading trees of beech, poplar, magnolia, china, maple and even cypress, with groupings of flowering shrubs, as crepe myrtle, mimosa, hawthorn, viburnum, metrosideros. Often a splendid avenue of live-oaks led to the semi-circular sweep at the front door.

Nearby was the thousand-odored garden, blending cape jasmine, *olea fragrans*, *magnolia fuscata*, *pittosporum* and *cestrum parqui* that reserved its sweetness to wander alone or dearly companioned down the dewy lanes of night lit of moon or "One coronal star." Then there were roses, rambling or proudly erect; japonicas, countless lilies and other bulbous wonders lazily sleeping for months, then suddenly waking to amaze with beauty. Annuals and perennials made the garden a defiance of scarlet and azure with softening truces in pastel

shades until, as in life, some white soul of Peace emerging, overblossomed them all.

In the garden, or on either side of the lawn, were ornate summerhouses; not far, the Master's office where he transacted business. As a pendant to this, the schoolhouse; in the distance, carriage-houses, stables, and farther in the rear, the quarters for the slaves.

About a hundred feet from the house was the kitchen, "Yet," as a northern visitor observed, "The battercakes were always hot when they got to the table." Nearly one whole side of the kitchen wall consisted of a fireplace. Here all the cooking was done. Steaks were broiled on live coals, cakes and bread were baked in ample ovens with tops hollowed out to hold the glowing ashes that equalized the temperature. Smaller pots were placed on trivets, those trilogies of culinary harmonies, or hominies. On either side of the chimney were iron cranes where large kettles were swung, and all the way across the front were hung pothooks whence depended the roasts, turkey, venison, beef, chicken or game, and it was the duty of one kinky-haired scullion to twirl the strings so that all exposures of the above received the requisite heat and to baste each in turn, letting the rich gravy fall into big pans on the hearth. Primitive, but Oh, the flavor, the toothsome-ness!

Some distance from the kitchen was the smokehouse where pork became spareribs, hams or sausage and souse, beef was corned or jerked and buffalo tongues and other meats were smoked with a Vestal smudge of beech chips.

Then there was the storeroom, which had to be roomy indeed to accommodate the many good things stored there. Sugar in hogsheads, barrels of apples and other produce from the flatboats tied up at the river landing, golden Louisiana oranges, hampers of Irish potatoes imported from the Ould Countree, and none perceived the bull of sending overseas to fetch them back to the land of their birth. Sometimes in one half of the storeroom, but more frequently in a separate cellar, were clarets from Bordeaux, in casks for everyday consumption, in bottles for special occasions; various Chateaux, as Margaux, Lafitte, Y-quem; widows of the irresistible-to-men Cliquot type hobnobbing with Benedictine, Chartreuse and other representatives of a strictly celibate priesthood; port, also in bottles; Tokay and Madeira in five-gallon demijohns; Bass'

Pale Ale from the land of good ale if not good cakes; labeled rarities in darker bottles and champagne in wicker baskets.

In the beautiful Natchez District, once part of Louisiana, the homes were exceptionally handsome. An instance may be given, more isolated than usual and differing in perhaps one feature. Here, in addition to the buildings already mentioned, was the overseer's house, hidden from the mansion; on a far hill, the Doctor's cottage; a mile away, in romantically dense woods, the parsonage, for this plantation, like many another, formed a little village of itself with every requisite official, barring a mayor and town council, though the Master represented all these in his own person.

Not far from the parsonage, in the midst of the family burial ground, was a white marble chapel, a miniature marvel of Gothic architecture, furnished with a beautifully carved altar rail, statues, a Parian marble font whose suavity of curves delighted the artistic eye, stained-glass windows and carved wooden pews quite as uncomfortable as in any big church. Here on Sundays the owner could sit, family to the right of him, friends to the left of him, while to the front of him his own minister "volleyed and thundered" the Gospelar doctrine of salvation through methods of gentlest love.

So the Louisiana Planter, physicked, even scarrified by his own physician, his soul saved by his own pastor, near his own dead in his own cemetery (let us hope they were not sent there by the first mentioned), drawn to the door by his own mettled steeds; gazing between naps through the window at his liberal pastures where grazed his blooded stock and beyond that, ten to one with the odds in his favor, at the perfect oval of his private race track, and the miles of cotton and corn or cane in his vast fields, was indeed "Monarch of all he surveyed."

Was it good for him?

We can best answer that by showing the people that filled his hospitable home and the life he led.

His wife was a chatelaine of unlimited powers; helper, helpmeet, gracious hostess; a rose in the coat of his best social attire.

His mother was given the best, especially in Creole households where "Mere" was revered as her devoted and sacrificial love deserved.

His "Poor relations," cousins or aunts, were made welcome, not fed on scraps and tucked away in some hole in the wall, à l'année 1927; even the Old Soak, of which species every family condoned at least one, was lodged comfortably, at some distance from the house, it is true, but more for auricular than cardiac reasons.

His children were well taught, well behaved, quiet in the presence of their elders but allowed to be healthy out-of-doors boys and girls.

His little orphan relatives, distantly or nearly related, were gathered under his roof and given advantages of education enjoyed by his own, their aptitudes studied, so that the artist was not made a planter nor the musician a lawyer; above all were they given affection, for if ever a man lived patriarchally it was the Southern Planter.

In the quarters his hundreds of slaves were abundantly fed and warmly clothed, the aged cared for by a "Nuss" long after they had ceased to be remunerative.

Did not this power over so many souls render him autocratic?

Perhaps. But not so autocratic as an Englishman, nor so dictatorial as a Frenchman, certainly not so brute-forceful as a German. And his slaves had a regard for the master seldom accorded the overseer, for it was usually the underling who was the despotic over-lord and wielded (literally) the rod of power.

HIS MANNER OF LIFE

The children rose early, were given a cup of café au lait and a roll, practiced music or studied until breakfast, after which the Tutor, usually a graduate of some Northern college and treated like the gentleman he was, would instruct them until lunch, which generally consisted of a slice of bread and butter spread with marmalade or guava jelly accompanied by a long forgotten slab of jujube paste and washed down with lemonade or orange flower syrup, orgeat or tamarind juice. More studies until dinner, then long sunny hours spent in horseback exercise or playing in the large yard, swinging, jumping the rope or risking their necks on the juggling board.

Twice a week the music teacher would ride from place to place and give lessons on piano, guitar, flute or violin, for all were taught music and many were musicians.

Once a week the dancing master held classes, when the young people of the neighborhood would assemble in one home or another, and though the dances were decorous square dances varied by an occasional waltz, so abhorred of Byron, the enjoyment was not less.

At the same time the grown-ups might be giving a dinner, planning an entertainment or receiving the guests that arrived expectedly or unexpectedly, and not a domestic ripple was caused when he or they, with his or their coachmen, maids and valets alighted, for things were done on such a sumptuous scale that mere numbers did not disturb their equipoise.

Often the neighbors would gather from miles around and ride over to serenade the resident or visitant fair ones, while the moon touched with embellishing fingers the already lovely scene. After the con—or dis—cord of dulcet sounds died away unradioed, the hall door would be thrown open and an impromptu supper and dance followed.

But it was at the planter's own receptions, called balls or parties, that he most shone. Then those trite words brilliant and resplendent became true. Here met the wits, the distinguished of his own and other lands, artists, authors, titled personages and even an occasional Prince before Princes were as thick as blackberries and very small potatoes, if you will pardon the mixed bucolic metaphors. Beautiful women, gorgeous costumes in real lace, real silk or hand embroidered lavishness, jewels, plumes, made the scene, according to an eye-witness who attended such a function in the extreme youth of the nineteenth century, "Splendid beyond imagination." Then delightful music filled the air. Then the staircase was garlanded in roses all the way up its three-storied extent, vases on mantels and brackets filled with flowers not fresher nor fairer than the young faces flocking from the distant rooms to cluster in the ball room. The gentlemen, ornamental, but not quite so ornamental, before descending from their dressing-room, had sampled old bottles of Scotch or Irish, so quite a number were mellow, not to say slightly overripe when they did appear. About midnight supper was announced and the hostess led the way to the dining room. Of the menu, the cold meats, salads, salmis, galantines quaking in jellied seclusion, an infinite variety of à las, were served from side tables leaving the huge expanse of carved oak, be-silvered, be-lined

and be-laced, for flowers trailing from the tall silver épergne in the center to the corsage bouquet at each place; fruits, cakes in pyramids or layers or only solid deliciousness, iced and ornamented; custards, pies, jellies, creams, Charlotte Russes of home-concocted sponge cake spread with raspberry jam encircling a veritable Mont Blanc of whipped cream dotted with red cherry stars; towers of nougat or caramel, sorbets and ice creams served in little baskets woven of candied orange peel and topped with sugared rose leaves or violets.

Various wines in cut glass decanters, each with its name carved in the silver grapeleaf suspended from its neck, champagne frappéed, were deftly poured by the waiters into gold-traced or Bohemian glasses.

Illuminating the whole were wax candles in crystal or bronze chandeliers, and, on the table, in silver or delicate Dresden candelabra.

More dancing followed supper and just at dawn when the guests were leaving after this

“Night of wit and wine, of laughter and guitars
Was emptied of its music,”

a plate of hot gombo, a cup of black coffee and enchanting memories sustained them on the long drive to their abodes.

Meanwhile in the kitchen the coachmen had been regaled with substantial and sweet non-essentials well liquidated, so well liquidated in one instance that the joyous Jehu, emitting an occasional whoop, drove full tilt around the entertainer's premises until 8 A. M., the interned ladies convulsed between laughter and fear and totally unable to make him steer a straight course homeward.

The planter's life was varied by travel, and he was by no means insular, was educated in Europe or in the North where our best colleges then were, and in summer he and the family would drive to the springs in Pennsylvania or Virginia, a matter of three weeks' steady motioning, not three days' motoring, or he would go by sea to New York. Then home again in time to take off the crops. A number of sugar planters lived in lower Louisiana, but many in the northern and central parts of the State owned sugar plantations in the lowlands, so in the fall when sugar rolling was in order, there was a general

migration and the entire family in carriages followed by the servants in wagons, would drive to the mouth of some bayou where they boarded a flatboat and were "Cordelled" to their destination, the propulsive power being a mule on the bank.

Then followed delightful sugarhouse parties. The young folks would wander over the big factory seeing and tasting. A favorite delicacy, besides pralines, was pecans dipped in cuit or coolerhouse molasses that was boiled in huge open kettles, so the air for blocks around was heavy with this most unique and saccharine of odors.

They would return home for Christmas only, and spend the rest of the winter in New Orleans, taking passage on a steamboat, say the *Magnolia*, or *Old Hickory*, the *Sultana* or *Eclipse*. The ladies would promenade the deck leaning on the arms of their escorts and heavily veiled, as though fresh air were vulgar, viewing the lovely and changing shore line as the exigencies of etiquette demanded, that is quite Biblically, as through a glass darkly. Then they would retire to the Social Hall, watching the other passengers through modestly lowered lids, or the approach of the usual bride and groom as the stewardess threw open the door of the gorgeous Bridal Chamber (worthy of capitals) and the bride, in rustling silks, swept blushing but haughtily by. Often she was an acquaintance, for this was the favorite mode of travel and it was rare not to meet a number of friends on board, so the trip was usually a social event, with causeries, singing, dancing and feasting.

(And here let me interpolate an epitaphic word. Whoso has not tasted steamboat rolls, knows not the fullness of gastronomic enjoyment. They seemed constructed of white satin within and brown velvet half-inch-thick crust without. Beside these there were delicious messes served in at least twenty-four little oval dishes rayed around each plate, sight to make a modern bradypeptic shudder, preceding desserts as diversified. Nothing outside of heaven ever tasted so good.)

On the forward guards the gentlemen foregathered, after leaving the bar, talking, anecdoting, smoking and "chunking" silver dollars at the big bubbles on the foam-crested waves and betting on the resultant aim, gazed at with envy by the roustabouts on the lower deck. One lordly landowner, so says tradition, even lighted his cigar with ten dollar bills. However,

a relative denied this, saying that Blank was rich enough but not such a fool.

At the wharf in the City, their commission merchant awaited them. His province was to receive and sell their crops, to forward such supplies as were needed, to keep them abreast of the market reports, to secure boxes at the opera and invitations to all the balls, so they were entertained royally. I regret to say that in some instances the commission merchants grew steadily richer as their patrons grew steadily poorer, and many a city fortune originated in the country. But this is *en passant*.

It will be seen that the planter's was no reposeful life, extremely luxurious in many respects and curiously simple in others. Amid these multifarious demands upon his time, the wonder was that he still had leisure to read. The handsome books in his library were not there for ornament. As a rule he was not only literary but a scholar, and proficient in several languages. His interest in politics was keen, and his participation in public affairs, local and national, lifted him far above the mere giver of pleasure and adjuster of social intricacies. Often he had to face serious responsibilities and, occasionally, tragic situations. There were slave rebellions to be quelled, and he was there. Other revolts threatened, as in the days of Burr and Wilkinson of infamous memory, and his choice was for law, loyalty and order. There was war to be waged, and he and his sons were in the front ranks to defend his homes and altars and exalted ideals.

We have heard him described as a jovial, easy-going, loose-living giver of feasts more or less Bacchanal, a connoisseur of the fine wines lavishly flowing at his table, not infrequently fished from under it because of his too-free indulgence in them, a man who took his ease on his shady front gallery, wielding a palmleaf fan and sipping juleps or toddies or sangarees, his conversation, like that of Lord Melbourne, "Freely interlarded with damns," but the reality was far other.

He was primarily a man of reverent mind, of robust faith in the creeds of his forefathers. Honor was no idle word to him, and not meaningless his trust in an Higher than himself.

Louisiana is a State that loves her offspring, as her motto testifies, their pride is her pride, for the best places she offered her best. And would you know, what few seem to remember but none should forget, whence were recruited her holders

of high office, her social arbiters and scholars, her brilliant pleaders at the bar and those that sit in judgment, the upholders of her honor in foreign diplomatic service, her Congressmen, her Representatives both State and National, her Governors?*

Why, almost without exception, from the ranks of the Louisiana Planters.

Stop, and think it over.

Ended is the era he made notable. Silent is his old home now, its voice of plaint or pleasure no more heard, its walls fallen or given over to ignoble usages. Here, there, one remains, but though

“The grand old house is standing still,
A stranger’s foot is on the sill.”

Does naught remain of him but the mound that shows his last resting place? Is there no coercive influence from the good he nobly essayed to do, the evil he bravely fought to conquer? No echo from that vivid, sweet and vanished life?

Yes, for the spirit that listens can still hear it, as you of the future will hear it, fainter, sweeter, receding but *never* dying, for its “leit motif” was love and thus imperishable, and though at times it was unavoidably an earthly voice, he strove to attune it to diviner cadences.

*It was a legend in the author’s family that President Zachary Taylor, at the time of his election, owned a large and productive plantation in Pointe Coupee, and so was truly a Louisiana Planter. Whether this legend was based on fact, the author does not know.



DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1719-1737

THIRD INSTALLMENT

Introduction

Bienville's Attack on the Decree of 1728

By Henry P. Dart.

It will be remembered that the Company of the Indies decided in October, 1723, to recall Bienville and orders from the King were issued on the 20th of that month, but the formal "instructions" were not sent to the Colony until February, 1724. For some reason a year elapsed before the definite order of April 1, 1725, was issued. Bienville reached France August 20, 1725 and under date October 20, 1725, presented the Memoir that has been accepted by the historians as his defense of his administration of the Colony. This document of 90 pages has never been translated in full, but it is doubtful whether the subject of his land grants was embraced in it. There is another Memoir by him of 65 pages undated but attributed to 1726, which has not received attention. Surrey's Calendar¹ does not indicate the land grants were discussed in this paper.

In August, 1726, Perier was nominated by the Company to be commandant general in Louisiana and the King's Commission was issued on the 9th of that month as successor to Bienville. The new governor reached New Orleans March 15, 1727. At the time of Bienville's recall the Company shifted Bienville's cousin, Boisbriant, commander at the Illinois, to New Orleans as Acting Governor. During the whole period after Bienville left the Colony Boisbriant filled his dispatches with charges against LaChaise, the representative of the Company in Louisiana and local master of the Colony. The latter was believed by Bienville and his kinsmen and supporters to have been the proximate cause of Bienville's recall, though the records on the question enable us to say that the evidence on which the Company acted in 1723 and its reasons for acting

¹Calendar of Manuscripts in Paris Archives and Libraries relating to the History of the Mississippi Valley to 1803, edited by N. M. Miller Surrey (Mrs. F. M. Surrey) in two volumes, privately printed, Vol. I, 1581-1739. Carnegie Institution of Washington, Department of Historical Research, 1926.

go far back of anything that LaChaise could have said or done in the interim between his arrival, 1723, and Bienville's downfall in the same year. It is doubtless true that LaChaise's report from Louisiana on Bienville was the last drop that caused the bucket of wrath to overflow in Paris.²

The appointment of Perier, of course, ended the *ad interim* administration of Boisbriant; and the arrival of the new Governor joining hands with LaChaise brought on the crisis. The Minister in France had advised Boisbriant against his attitude toward LaChaise and had more than once urged him to cultivate a friendship with him. Judging solely by these official expressions Boisbriant was not necessarily involved in Bienville's downfall and he may rather be charged with having allowed his loyalty to his chief to carry him into a controversy that must sooner or later pull his own house down about his ears. The fatal blow fell only on October 27, 1727, more than two years after Bienville's return to France. The wording of the order issued that day was a peremptory dismissal of Boisbriant from the rank of first royal lieutenant in Louisiana. This eliminated him from official life and the weeding out of Bienville's other relatives followed quickly after.

Then, on August 10, 1728, in Paris, came the decree forfeiting Bienville's Land Grants. This particular controversy was probably not urged in the secrecy of the Council Chamber, and whether or no it is curious that Bienville seems not to have taken any part in it, at least nothing has been found in the Paris archives to indicate any appearance, protest or action on his part. On the other hand the decree of August 10th bears all the earmarks of an *ex parte* proceeding both within the Council of the Company and before the Council of State. The archives in Paris do show, however, that the Superior Council in Louisiana remonstrated against the Decree in 1729 and that the Company in August of that year filed replies thereto. (Surrey, 487.)

What happened in Louisiana after 1728 and before 1737 our archives do not show, except the inference to be gathered from the document printed with this installment which is that a part of the Grant on the City side of the River had been taken up by new possessors. We also know historically that the portion ceded by Bienville to the Jesuits remained in their posses-

²Dart, *Politics in Louisiana in 1724*, La. Hist. Qy., Vol. 5 (July, 1922).

sion until 1765. The Paris Archives covered by the Surrey Calendar show no action by Bienville in France during the entire period of Perier's administration, 1726-1733.

Bienville arrived in New Orleans March 3, 1733, with his commission as Governor replacing Perier. This appointment of Bienville followed the retrocession of Louisiana to the Crown by the Company of the Indies, which took effect June, 1731. The withdrawal of the Company removed from the sphere of influence in Paris, all those who had been active in Bienville's recall in 1723. His old enemy, LaChaise, had died in 1730, and he could well consider his new commission to be an evidence of approval of his previous administration, but if that was not the proper view, he could certainly believe and he acted as though he believed it was his complete restoration to official confidence.³

As soon as he took over the reins of government in the Colony and had the machinery operating he turned his attention to the recovery of his lost lands. He wrote the Minister in Paris asking permission to retake his two land grants on the Mississippi notwithstanding the Decree of August 10, 1728. This communication was received on September 7, 1733, and the Minister replied on the 15th asking for a full specification (Memoire) on the extent of the improvements, expenses incurred, and the actual condition of the lands both before and after August 10, 1728, and particularly his reasons or motives for this request. A similar communication was sent to Salmon, the Commissaire Ordonnateur in Louisiana, who had been sent to Louisiana to succeed LaChaise and who arrived in New Orleans October 4, 1731, nearly 17 months before Bienville's return. We have found no record either of Bienville or Salmon's reply, but the document printed herewith indicates that both had furnished some information and that it did not meet the views of the Minister.

Surrey's Calendar shows that on August 24, 1734, a "Memoire" was furnished to the minister concerning Bienville's request to keep his two land grants on the Mississippi regardless of the decree of the Council of August 10, 1728. This Memoire is the one that we have found in our Book of Concessions and is printed herewith. Though its source was not

³Gayarre says (History of La., I, 456) "Bienville was reappointed Governor of Louisiana" and "much to his own satisfaction and to the gratification of the colonists returned to Louisiana in 1733 after an absence of eight years."

noted by the transcriber, we now know that it was copied from the original in the Archives de Colonies, G. I, 465, and a copy of it is in the Manuscript Division of the Library of Congress at Washington. This memoire of August 23, 1734, is evidently an abstract or summary prepared at that date by some official in the department at Paris for use of the Minister. Its purpose was to put before the latter in concrete shape the status of the Bienville request brought up to the date of the Memoire. It was common practice in the bureaux at Paris to prepare such "Memoirs" for the purpose here indicated. This was followed by a letter from the Minister to Bienville on September 2, 1734, asking for further reports on the subject and a similar letter went to Salmon on the same day. We find nothing further on the subject in the Calendar until **October 4, 1735**, when the Minister writes Bienville for information of the status of the land, requiring statements to be furnished as to the settlers on the Grants before October 10, 1729, another of those since that date, and still another regarding the part of the same now unoccupied. A similar letter went to Salmon. There seems to have been an exchange of brief letters during 1736 and 1737 and there is in Paris a roll of settlers on Bienville's land grants together with a plan. This is probably the plan reproduced by us in our first installment of these papers. We also have in our papers to be published later, a roll of the settlers on the grant on the opposite side of the River. The Calendar shows under date November 25, 1737, a proces-verbal from New Orleans recapitulating surveys of land from Bienville's grants above New Orleans transferred to various persons. This document we feel convinced is one of those in our hands to be printed in subsequent installments of these papers.

There is another and very suggestive entry in the Calendar at p. 812:

"1737 Nov.—Land grant in franc alleu near New Orleans to Bienville, 6 pp. AC. (Archives des Colonies) G, 1; 464."

This document is not in the Library of Congress and we are making efforts to procure a copy from the French Archives.

It would seem certain from this that some understanding was reached between the Minister and Bienville for there is a last entry in the Calendar dated December 16, 1738, a brief

letter from the Minister to Bienville on the "question of making a Memorial (Manorial?) estate out of Bienville's Plantation. AC. B, 66; 374, Library of Congress."

Reasoning without the benefit of either of these last mentioned records, we are inclined to believe that in 1737 the Minister decided the controversy and granted Bienville relief of some character, possibly by issuing a new grant that protected purchasers who had previously acquired from or under Bienville and perhaps releasing them from quit rents and other feudal obligations carried in those Deeds. With this provided for it is more than likely the Ministry quieted Bienville in the remainder or in such parts of the remainder of the two original grants not occupied by new possessors that still formed part of the public domain under the effect of the decree of August 10, 1728. A piece of evidence exists in our records confirming the conclusion here reached that an adjustment of some sort was made. This is a sale made in March, 1746, by de Noyan, holding Bienville's procuration covering:

"a plantation in this colony situated on the bank of the River St. Louis (the Mississippi) a half league descending the river on the opposite side of New Orleans owned by said Sieur de Bienville adjoining above the land of Sr. Louis Blanc, deceased, called Sr. Louis, and below that of Sieur Provenché, comprising forty arpents front by ordinary depth on which land there is an old main house . . . the whole as it was enjoyed by said Sieur de Bienville to whom the said land was conceded by Messrs. the General Directors of the Company of the Indies over twenty-four years ago."

This sale was to Joseph Desdomaine Hugon, Cadet "with epaulets" in the detached troops of the Marine maintained in the Colony and the price of the sale was 15,000 livres, a very considerable sum in 1745. It is inconceivable the property would have been purchased by Hugon had there been any doubt at that time of the right of Bienville to sell the same. But even if this study of Bienville's efforts does not convincingly settle the question, it does show that in some way, shape or form, the Decree of August 10, 1728, was modified so as to permit Bienville to repossess a part at least of the property covered by the famous Grants of 1719. This question during

the last hundred years or more has been one of the "mysteries of Colonial times" and it is a satisfaction to have approached a solution of it.

With this introduction covering all that we have been able to find on the subject, let us now turn to the Memoire printed herewith. It is a succinct but clear statement of Bienville's attitude regarding the famous "land grab" that has been the subject of criticism by some modern writers.⁴ The error in Martin's view of the Decree of 1728 noted in the second installment of the papers (Qy. April, 1927) is explicable on the theory he had before him only the Decree of August 10, 1728, and not the preamble to the same. He could easily have fallen into his erroneous judgment for want of the evidence of the real purpose of the Decree.

The reason for the silence of Gayarre is not so clear. We know he was a close student of Martin, and therefore had cognizance of this document, he had besides the benefit of using the Archives in France. It may be too that he did not see the Preamble to the Decree, nor did he find the defense of Bienville, that has become accessible since he wrote his history and is now published with this paper. There may be another reason that we hesitate to note, namely, that he knew of the Preamble but could not find any defense for Bienville's part of the transaction. Indeed, if the facts set out in the Preamble are accepted as correct, the transaction was indefensible. As an admirer of the Father of Louisiana he may have preferred to leave the matter in the half light thrown on it by Martin.

Miss Grace King in her book on Bienville does not mention the incident at all but this is easily explainable. She found no intimation in Martin or Gayarre of the existence of this scandal and on the contrary had before her in Martin a version of the Decree of August 10, 1728, that in no manner, shape or form indicates that Bienville was involved therein or that his conduct, honesty or happiness was at issue. Although she gathered her material for her book chiefly in France, she was faced there (at the time she wrote in 1890-1891) with a mass of material scattered in many places, not indexed nor digested. It has taken the compilers of the Surrey Calendar nearly twenty years and has

⁴Particularly by the late Prof. Deller in his book on the Germans in Louisiana, and by the late Mr. Charles T. Soniat (writing however without animus) in his *History of the Title to the Jesuit Plantation*. See introduction to first installment, Jan., 1927, Qly., pp. 6-7.

cost many thousands of dollars to examine and calendar the huge and disordered archives of France and a task of this nature was necessarily quite beyond the means or strength of Bienville's only biographer.

Every student of Louisiana History and every one interested in the truth of history will be glad to read the Memoire printed herewith for it not only throws a flood of light on Bienville's acts in 1719, but it gives us his own belief that he was in that transaction acting openly and conscientiously with the full approval of the Company in France and in the firm conviction that he had committed no wrong on the young colony in his charge. Indeed, we may well go further and say that this plea shows that he was in absolute good faith in taking the grants and that he proved his faith contemporaneously by pouring his whole fortune into the venture which was at that period questioned by no one and only became a doubtful exercise of power when his enemies were casting about for reasons to discredit him and who seized upon this only debatable incident in his life in New Orleans to destroy his reputation. Not only was he by this Decree deprived of his lands under terms of obloquy and contempt but of all the monies and values he had expended to put them into productive shape

“so that he saw himself despoiled of his concession and deprived of the fruits which he had a right to expect from his labors and from the expenses incurred to establish them.”

Whatever may be the reader's conclusion as to the practical effect of this transaction on the growth and prosperity of New Orleans in 1719-1737 (and there is much to be said against the grants) we at last have here and in the preceding papers all the known facts on the matter and any judgment that may be rendered may be for or against the transaction according to the judges point of view with all the accessible evidence before him.

Bienville's Application to be Reinstated in His Ownership and Possession of His Two Land Grants at New Orleans and to Set Aside the Decree of August 10, 1728 Insofar as it Affected Said Grants

Transcribed and translated from the Book of Concessions of the Louisiana Historical Society

BY HELOISE H. CRUZAT

I.

TRANSLATION

Concessions
p. 146.

La Louisianne, 7 Septembre, 1733. On the tenth of August, one thousand seven hundred and twenty-eight there was rendered a decree of the Council carrying a ruling on the concessions of the lands in this Colony.

By Article 7 of this decree the king on demand of the Company of the Indies broke and annulled every order of concession that may have been granted in fee simple (En franc aleu) on both sides of the river Saint Louis from Manchat (Manchac) to the sea, and ordered the titles to be reported in six months from the day of the registering of the decree to be followed by new acts of concession to be sent to the proprietors providing for the quit-rents hereafter explained.

Article 8 of the same decree reduces to twenty arpents front by ordinary depth all tracts of greater extent that may have been conceded to each individual on both sides of the river, from Manchat to the sea. It provides however that those who have cleared over twenty arpents front by three at least in depth shall be confirmed in possession of what has been cleared and that the surplus shall be returned to the Domain of the Company by virtue of the same decree, without need of any other: the tracts thus reunited to be distributed to other inhabitants who shall enjoy them in full ownership. It further provides that the reductions of lands shall be made on the order of the First Councillor of the Superior Council, which orders are to serve as titles to the proprietors whilst awaiting the letters of concession to be despatched to them by the Company.

And by Art. 13, it was ordered that the Company would enjoy in the extent of the country above explained the rights of lots and sales, defaults, seizures and fines following the Custom of Paris, and the charge (cense) of one sol of rent (rente) per square arpent through the whole extent of land which each concessioner might possess even if this same expanse of land be not entirely cleared.

Monsieur de Bienville shows that on the twenty-seventh of March, 1719 he had obtained two concessions in fee simple (En franc aleu) in the neighborhood of New Orleans which were confirmed by the Company of the Indies on February sixth, 1720; one of 133 arpents 7 perches front on the River Saint Louis by (about) a league in depth and the other of about three leagues front on the same river, which land is partly flooded and can be used only as pasture for cattle.

To protect these tracts from inundation by the river he had there constructed levees with drains, that cost infinite labor and a considerable sum. He bought negroes whom he employed in clearing and cultivating the lands; he constructed dwellings, warehouses and other buildings necessary for cultivation and to render the lands promptly productive. He granted to a great number of Frenchmen portions of tracts on which they made plantations and in 1722, he placed thereon, with the consent of the Superior Council of Louisiana, twelve German families who were on the eve of perishing from want, to whom he made considerable advances, so that in 1726, all his lands were occupied by well established inhabitants, to whom he made a gift of all rights and quit-rents during five years, in order to make it easier for them.

This was the sole fortune he possessed in the world; the Company of the Indies wished to deprive him of it, and it is with this end in view that by the decree of August tenth, 1728, it caused all concessions granted in fee simple (En franc aleu) from Manchat (c) to the sea to be annulled. This ruling, the sole object of which was the annexation of his lands, was executed; the inhabitants he had established with so much expense were confirmed in the possession of the lands he had conceded to them and freed at the same time from all quit-rents, so that he saw himself despoiled of his concessions and deprived of the fruits which he had a right to expect from his labors and from the expenses incurred to establish them.

He therefore asked that without regard to the decree of August 10th, 1728, the acts of concession despatched to him March 27, 1719 and ratified by the Company of the Indies March 6th, 1720, be executed according to their form and tenor and that, in the King's name, renewed concessions in fee simple (*En franc aleu*) of the aforesaid lands be despatched to him.

On these representations request was made that he present a memorial (*memoire*) explaining in detail the actual condition of the lands of his concessions, the number of inhabitants thereon established before the decree of 1728 and of those who have since established themselves thereon, the progress of each and all, and the disposition they showed concerning the change he demanded, and he was asked to join to this memorial a petition containing his conclusions.

With this he has not fully complied, he sent only a petition in which he prays that he be excluded from the effect of the aforesaid articles of the decree of 1728, and that it be ordered that he recover the property and seignorial rights of his two concessions, to enjoy them, he and his heirs, with all the rights and privileges of Lordship, as it may please the King to regulate them.

He notes in his letter that on his return he surveyed his two concessions, and that everywhere he found inhabitants who were laboring to establish themselves solidly; that they all expected that on his arrival he would be reinstated in all his rights and that none appeared to him to feel disappointed to see things returned to the ancient footing. He adds that he would not again mention this affair but for the interest therein of the Jesuits, who in 1726, in good faith and on formal titles, which he produced, acquired a plantation which formed a part of two concessions, and which he sold to them on the same basis as the whole had been conceded to him.

But Monsieur Salmon enters into greater details on this subject.

One of these concessions is above New Orleans, separated from it only by the ditches of the City, and the other at one-fourth of a league below the City on the opposite side of the river.

The first which measures about three leagues front, was conceded by Monsieur de Bienville to twelve German families

and a few Frenchmen. It is of public notoriety that it cost him a great deal to put these settlers in condition to establish themselves, that he advanced them provisions for a year, that he furnished them tools and other utensils for labor, that he gave each of them a cow, hogs, poultry and all that is requisite to establish persons who had neither hearth nor home, and it is certain that he drew no returns from these advances. Since these lands have been sold, the Germans left, to establish themselves eight leagues above near their fellow-countrymen, and they were since occupied by other settlers, among them, even two or three officers who have plantations.

The second of about two leagues front descending, was established for the most part by Canadians whom Monsieur de Bienville had placed there before his departure for France and to whom he made some advances for which he has not been reimbursed. The Chevalier de Noyan, his nephew, has since placed there some Frenchmen (and) all these settlers are well established and have built permanently, even having two sawmills in one place.

For the rest, there was naught but truth in Monsieur de Bienville's petition, even those who have lands heretofore dependent on him, have acknowledged that he was not able to render these two grants productive, build levees, drainage ditches and the clearings, which are there now, without having incurred great expenses. When he returned to Louisiana every one was persuaded that he had obtained the revocation of the decree in question. This, however, did not disturb the interested parties and Monsieur de Salmon thinks that they would quietly see Monsieur de Bienville reinstated in his rights. It is true that while these lands were free from quit-rents only during five years nothing was collected after the expiration of these five years. But if at this moment an attempt was made to re-establish the same quit-rents, he doubts that they would stand it without grumbling; the lands are not good enough to justify it and it would be more advantageous to Monsieur de Bienville to modify the same. He has heard him say that he was not actuated by (self) interest and he thinks that he and his tenants would be satisfied if they reduced his right as was done for most of the lands conceded in Canada.

Neither Monsieur de Bienville nor Monsieur de Salmon explain in what consist the charges and quit-rents (*cens et*

redevenes) on the lands conceded by Monsieur de Bienville but it appears by one of his concessions annexed to his petition that he had conceded to six different individuals and to their children six arpents of land to each, on condition that they would pay him one-tenth of the product of the sowings they would make, excepting those they would make in their garden.

He advanced them provisions on condition that they would pay the value thereof at the end of the first two years; he advanced them tools and utensils on the same condition.

He gives each of them a breeding cow, that they will return at the end of three years, that the progeny is to remain theirs up to the number of twelve on each place without their being entitled to any more, the excess to be sold and returns divided in halves, that the progeny afterwards breeding half shall belong to Monsieur de Bienville and half to the concessioner, and finally, if these cows happen to die within the first three years through fault or negligence of the concessioners, half of their value shall be paid to him following their appraisalment.

He gives to each two sows on condition that every two years they will furnish him a fat hog.

He gives each of them four hens and a rooster on condition that they will furnish him every year six fat hens or six capons as quit-rent.

Moreover, they obligate themselves, each of them, to ten days of labor free, each year.

Father de Beaubois, on the same affair, shows that the grant in fee simple in some sort entered into the acquisition made by the Jesuits from Monsieur de Bienville and that it would be very disagreeable for them, if after having purchased in good faith, they were deprived of this advantage and of this distinction which the King does not refuse them in the other Colonies.

Not Signed.

II.

ORIGINAL TEXT

P. 146.

LA LOUISIANE 7 Septembre 1733.

Il fût rendu le dix Aoust mil sept cent vingt huit un arrest du Conseil portant règlement sur les concessions des terres dans cette Colonie.

Par l'article 7 de cet arrest le Roy sur la demande de la Compagnie des Indes cassa et annulla tout ordre de concession qui auroit pu avoir été accordé en franc aleu des deux costés du fleuve Saint Louis depuis Manchat (Manchac) jusqu'à la mer, et ordonna que les titres en seroient raportés dans six mois à compter du jour de l'enrégistrement de l'arrest pour estre ensuite expédié aux propriétaires de nouveaux actes de concession à la charge des redevances cy apres expliquées.

L'article 8 du mesme arrest reduit a vingt arpens de front sur la profondeur ordinaire les terrains d'une plus grande étendue qui pourroient avoir été concédés à chaque particulier des deux costés du fleuve depuis Manchat jusqu'à la mer. Il porte cependant que ceux qui auroient défriché plus de vingt arpents de front sur trois au moins de profondeur seroient confirmés dans la possession de ce qui seroit defriché et que le surplus seroit remis au Domaine de la Compagnie en vertu du mesme arrest sans qu'il en fût besoin d'autre pour estre les terres ainsy réunies distribuées à d'autres habitans qui en jouiroient en toute propriété. Il porte enfin que les réductions des terres seroient faites sur les ordonnances du premier Conseiller au Conseil Supérieur, lesquelles ordonnances serviroient de titres aux propriétaires en attendant qu'il leur fût expédié des lettres de concession par la Compagnie.

Et par l'art. 13 il fut ordonné que la Compagnie jouiroit dans l'étendue de pays cy dessus expliqué des droits de lots et ventes, défauts, saisies et amandes suivant la coutume de Paris, et d'un cens d'un sol de rente par arpent en quarré sur toute l'étendue de terre que chaque concessionnaire posséderoit quand bien même cette étendue de terre ne seroit pas entièrement deffriché.

Monsieur de Bienville représente que le 27 Mars 1719 il avoit obtenu deux concessions en franc aleu dans le voisinage de la Nouvelle Orléans qui furent confirmés par la Compagnie des Indes le 6 Fevrier 1720 l'une de 133 arpents sept perches de face sur le fleuve Saint Louis sur environ une lieue de pro-

fondeur et l'autre d'environ trois lieues de face sur le même fleuve et dont le terrain est en partie noyé et ne peut servir que de paturage aux bestiaux.

Pour garantir ces terrains de l'inondation du fleuve il y fit construire des levées avec des écoulemens, ce qui luy couta des peines infinies et une somme considérable. Il acheta des nègres qu'il employa au défrichement et à la culture des terres, il fit construire des habitations, magasins et autres bâtimens nécessaires pour l'exploitation, et afin de promptement mettre les terres en valeur, il accorda dans sa censive à un grand nombre de françois des parties de terrain sur lesquelles ils ont fait des plantations, et en 1722 il y plaça du consentement du Conseil Superieur de la Louisiane douze familles allemandes qui estoient à la veille de périr de misère et auxquelles il fit des avances considérables, en sorte qu'en 1726, toutes ses terres étoient garnies d'habitans bien établis, auxquels pour plus grande facilité il avoit fait don de tous droits de redevance pendant cinq ans.

C'estoit là l'unique biens qu'il eut au monde, la Compagnie des Indes voulut l'en priver, et c'est dans cette veue que par l'arrest du dix Aoust 1728, elle fit casser toutes les concessions en franc aleu accordées depuis Manchat(c) jusques à la mer, cette disposition qui n'avoit en effet pour objet que la réunion de ses terres fut executée, les habitans qu'il avoit établis avec tant de dépense furent confirmés dans la possession des terres qu'il leur avoit concedées et exemptés en mesme temps de toutes redevances, en sorte qu'il s'est vu dépouillé de ses concessions et privé du fruit qu'il avoit lieu d'attendre de ses travaux et des dépenses qu'il avoit faites pour les établir.

Il demande donc que sans avoir egrad à l'arrest du dix Aoust 1728, les actes de concession qui luy ont esté expédiés le 27 Mars 1719 et ratifiés par la Compagnie des Indes le six Mars 1720, seront executés selon leur forme et teneur et qu'il luy sera expédié au nom du Roy de nouvelles concessions en franc aleu des terrains en question.

Sur ces représentations il luy fût demandé un mémoire qui expliquât en détail l'état actuel des terres de ses concessions, le nombre d'habitans qui y estoient etablis avant l'arrest de 1728 et de ceux qui s'y sont établis depuis, les progres des uns et des autres et les dispositions qu'ils faisoient paraître par

rapport au changement qu'il demandoit et il luy fut marqué de joindre a ce mémoire une requeste qui contint ses conclusions.

C'est à quoy il n'a pas entièrement satisfait, il envoyé seulement une requeste dans laquelle il conclut à ce qu'il soit derogé aux articles de l'arrest de 1728 cy dessus citez et qu'il soit ordonné qu'il entrera dans la propriété et seigneurie de ses deux concessions pour en jouir luy et ses héritiers avec tous les droits et privilèges de seigneur, tels qu'il plaira au Roy des les régler.

Il observe dans sa lettre qu'à son retour il a parcouru ces deux concessions, qu'il y a trouvé partout des habitans qui travaillent à s'établir solidement, qu'ils s'attendoient tous qu'à son arrivée il entreroit dans tous ses droits et qu'il ne luy a pas paru qu'il y en eût aucun qui se fit une peine de voir les choses remises sur l'ancien pied. Il ajoute qu'il ne parleroit plus de cette affaire sans l'interet qu'y ont les Jésuites qui en 1726 ont acquis sur la bonne foy et sur les titres en forme qu'il leur a produits une habitation qui faisoit partie de ces deux concessions et qu'il leur a vendue sur le même pied que le tout luy avoit esté concédé.

Mais Monsieur Salmon entre dans un plus grand détail à ce sujet.

L'une de ces concessions est au dessus de la Nouvelle Orleans et n'en est separée que les fossés de la ville et l'autre un quart de lieue au dessous de la ville de l'autre costé du fleuve.

La premiere qui a environ trois lieues de front avoit esté concédée par Monsieur de Bienville à douzes familles allemandes et à quelques françois. Il est de notoriété publique qu'il luy en a coûté beaucoup pour mettre ces habitans en état de s'établir, qu'il leur a avancé des vivres pour un an, qu'il les a fournis d'outils et d'autres ustensiles pour le labour, qu'il leur a donné à chacun une vache, des cochons, des volailles et tout ce qui convient pour établir des gens qui n'avoient ni feu ni lieu, et il est certain qu'il n'a rein retiré de ces avances. Les allemands ont quitté depuis ces terres ou les ont vendues pour s'aller établir à huit lieues au dessus auprès de leurs compatriotes, elles ont esté depuis occupées par d'autres habitans, il y a même deux ou trois officiers qui y ont des habitations.

La deuxième qui a environ deux lieues de front en descendant a été établie pour la plus grande partie par des Cana-

diens que Monsieur de Bienville y avoit placés avant son départ pour France et ausquels il fit quelques avances dont il n'a pas été remboursé. ? Le Chevalier de Noyan son neveu y a depuis placé quelques françois tous ces habitans sont bien établis et assés solidement bâtis, il y a même deux moulins à scie dans un endroit.

Au surplus il n'a rien trouvé que de vray dans l'exposé de Monsieur de Bienville ceux même qui ont des terres cy devant dépendantes de sa mouvance, sont convenus qu'il n'a pu mettre ces deux terres en valeur, y faire les levées, les fossés d'écoulement et les deffrichés qui y sont sans s'être jetté dans de grandes dépenses. Lors qu'il a repassé à la Louisianne tout le monde étoit persuadé qu'il avoit obtenu la révocation de l'arrest en question, cela n'a cependant produit aucun effet sur l'esprit des parties interessées, et Monsieur Salmon pense qu'ils verroient tranquillement Monsieur de Bienville rentrer dans ses droits, il est vray que quoy que ces terres fussent exemptes de redevances que pendant cinq ans, il n'a été rien percu après l'expiration de ces cinq années. Mais s'il s'agissoit maintenant de rétablir la même redevance il doute qu'on ne murmurât point, les terres ne sont point assés bonnes pour la suporter et il seroit même plus avantageux pour Monsieur de Bienville qu'elle fût plus modique, il luy a oüy dire que ce n'étoit pas L'intérêt qui le faisoit agir et il pense qu'il seroit content aussy que ses tenanciers si on réduisoit son droit comme celui de la plupart des terres qui ont été concédées en Canada.

Monsieur de Bienville ni Monsieur de Salmon n'expliquent point en quoy consistent le cens et redevances sur les terres concédées par Monsieur de Bienville, mais il paroît par une de ces concessions jointe à sa requeste, qu'il avoit concédé à six différens particuliers et à leurs enfans six arpents de terre a chacun, a condition qu'ils luy payeront le dixieme du produit des semences qu'ils y feront, excepté celles qu'ils feront dans leur jardin.

Il leur a avancé des vivres à condition qu'ils luy en payeroient la valeur à la fin des deux premieres annees, il leur avance pareillement des outils et ustenciles à la même condition.

Il leur donné à chacun une vache pleine, aux conditions qu'ils la rendront au bout de trois ans, que les écroys resteront jusqu'au nombre de douze sur chaque menage sans qu'il puisse y en avoir davantage, que l'exédent sera vendu pour le pro-

duit être partagé par moitié; que les écroyes qui feront souche dans la suite appartiendront moitié à Monsieur de Bienville et moitié aux concessionnaires, et qu'enfin si ces vaches viennent à mourir pendant les trois premières années par la faute et négligence des concessionnaires; ils luy payeront moitié du prix suivant l'estimation.

Il leur donne deux truyes à chacun, à condition que de deux ans en deux ans ils luy donneront un cochon gras.

Il leur donne quatre poules et un cocq à chacun, à condition qu'ils lui donneront tous les ans six poules grasses ou six capons par manière de redevance.

Ils s'obligent en outre de lui donner chacun dix journées de leurs travaux gratis par chaque année.

Le Père re Beaubois représente sur la même affaire que le franc aleu est entré pour quelque chose dans l'acquisition que les Jesuites ont faite de Monsieur de Bienville et qu'il seroit bien desagréable pour eux, si après avoir achepté de bonne foy, ils étoient privés de cet avantage et de cette distinction que le Roy ne leur refuse point dans les autres colonies.

Non signé.

NOTE—The fourth installment of these papers will appear in the October Quarterly.



CAPT. OGDEN'S TROOP OF HORSE IN THE BATTLE OF NEW ORLEANS

By Edw. Clarke Morse, M. D., Washington, D. C.

NOTE: In transmitting this roster to the Quarterly, Dr. Morse says:

"Enclosed is a list of the officers and men of Capt. Ogden's Troop of Horse as used in the Battle of New Orleans, 1814-15. As this official record is here in Washington at the War Department, I take it that the list may not be available in Louisiana (possibly brought here during the Civil War). If this roster has not been published to date, in the Quarterly, I believe it would be of interest to the readers of that magazine."

—Ed. La. Hist. Qy.

The following, obtained from the official records of the War Department, is the Roster of a troop of Volunteer Dragoons, organized in New Orleans, December 20, 1814, to assist General Jackson in the defense against the British forces then advancing on New Orleans. This Troop of Horse was one of five such organizations, hastily formed, and utilized for the establishment of outposts, for reconnoitering preceding the actual battle, for courier service, and during the main engagement appear to have been held in readiness for a reserve. (See Major Latour's book on that battle.)

OFFICERS

Captain, Peter V. Ogden	1st Sergeant, John Nicholson
1st Lieutenant, John A. Fort	1st Corporal, Alfred Hennen

PRIVATEES

James Williams	Samuel Downey
Nathan Morse	John Livingston
Joseph Nicholson	William Nott
Richard Sterne	James Lambert
John Dick	Christopher Adams
James Hopkins	R. D. Shepherd
Samuel H. Thompson	Columbus Lawson

William Blevings
William Adams
F. H. Sumner
H. Johnson
Dan' Holiday

Isaac Parkins
Sam' Crowdson
Geo. A. Waggaman
H. Donohoe

WAITER: George

A paragraph of General Jackson's G. O., dated January 21st, reads: "Capt. Ogden's troop of Horse was peculiarly useful by their local knowledge of the ground on which they acted." In the General's report on discharging the militia, he states: "The conduct of these several corps (five volunteer troops of Horse) upon every occasion when their services have been called for, deserve particular notice, and they were extremely useful."

The Troop was mustered out March 14th, 1815.



EARLY NEW ORLEANS NEWSPAPERS

By John S. Kendall.

The history of American journalism, when it comes to be written, will be a vivid and colorful document. In it, some of the most picturesque, if not the most significant chapters will deal with the evolution of the daily press in the City of New Orleans. New Orleans is one of the few American cities which has retained its personality in the face of the much-obliterating Americanism of recent years. Founded two hundred years ago by the French, and then for more than thirty years under the control of the Spanish, it preserves to this day characteristics inherited from these ancient masters. These qualities have always made themselves felt in its newspapers, in a certain urbanity of outlook, a certain catholicity of interest, which can be paralleled only in the cases of New York and San Francisco.

A hundred years and more ago, when journalism began in New Orleans, these were characteristics also of the community. New Orleans was, intellectually, more closely united to France and Spain, in spite of the delays and difficulties of transportation in those days, than it is now, when steam and telegraph and "wireless" have all but annihilated distance and time. As the historian turns over the yellowing pages of the newspapers published in the first days of the nineteenth century, he cannot fail to be impressed with the greater prominence given to news from far-away Europe than to events in the near-at-hand America. The movements of crowned heads, the arrivals and departures of armies, the utterances of statesmen, the celebration of the glories or the criticism of the policies of Napoleon,—these meant more to the editor of those days than the local events to which so much importance is attached in the newspaper of today. And, apparently his readers felt that way too. What use was there to read the detail of events happening in the city, right under one's nose, as it were—matters which everybody knew about and which were discussed over the marble-topped tables in Maspero's Coffee house, hours, if not days before the editor heard of them? What one really wanted in a newspaper was the information which one could get nowhere else; hence, the sometimes pathetically stale news of battles and sieges

on the other side of the Atlantic, and the energetic editorial exposition of European politics which must have been long out of date when the editor took his quill pen in hand, here in New Orleans, almost a century and a half ago.

Journalism in New Orleans at the beginning of the 19th century was a leisurely and dignified occupation. The profession, as it came to be understood three generations later, did not exist in those comfortable days. Nevertheless, some of the old-time editors and correspondents were men of ability, as we know from their achievements in other lines of endeavor. They had their own ideas about how a newspaper should be run. Impersonalism was pushed to the extreme. Any letter written by an American ship-captain while in a foreign port was, when available, accorded a post of honor under the editorial heading, even though concerned with events one or two years old. Such letters usually dealt with the movements of merchant craft, the handling of cargo, or other themes of equally small general interest. If the editor, after making his weekly or semi-weekly rounds, failed to find among the merchants of the city one who had received a "letter from abroad," he supplied the deficiency by clipping another such lively document from the latest available New York or London *Gazette*. Nothing short of an extensive fire or other great calamity moved the pen of the local chronicler to original composition; even the earthquake of 1812, which was felt, though not severely, in New Orleans was dismissed with some eight or ten lines of perfunctory mention.

The first newspaper published in New Orleans was the *Moniteur de la Louisiane*. It was printed throughout in the French language. At the close of the eighteenth century, when the *Moniteur* appeared, New Orleans was still a French town. Many people, it is true, spoke English; a large number knew Spanish, but the tongue in ordinary use was the Gallic one of the old founders of the city. This was singular, because, in other respects, the civilization of the town had been profoundly modified during the years of the Spanish domination. One may still perceive, in the distinctive character of local architecture, for instance, how great was the Spanish influence in the most important years of the city's history. Nevertheless, Spanish journalism did not exist in New Orleans in 1794, when the *Moniteur* began its career; nor did it ever become more than a casual feature of local literature, even when, towards the middle of the

following century, New Orleans was a hot-bed of Cuban and Mexican intrigue and was filled with exiles from those countries.

The *Moniteur* had a long and rather eventful history. The precise date of publication of the first number is not known, but as the oldest extant copy, Number 26, was issued on August 21, 1794, we may place its natal day with tolerable accuracy in the closing week of the previous January. The *Moniteur* was a weekly. Each number consisted of four pages, measuring five by seven inches, two columns to the page. It was published by L. Duclot, who was probably the first editor. He was succeeded about 1806 by a certain Monsieur Jean Baptiste Lesseur Fontaine, a refugee from Santo Domingo, who was so ardent a Legitimatist that he could never bring himself to refer to Napoleon except as Monsieur de Buonaparte.

When Fontaine took charge (October, 1806), the *Moniteur* was being published semi-weekly. On December 18, 1810, the paper became a tri-weekly. With the issue for January 3, 1811, Fontaine relinquished control of the paper to Toulouse and LeFaux, a firm composed of C. Morane Toulouse and Louis F. M. LeFaux. This partnership was dissolved with the issue of May 24, 1812 and LeFaux remained as sole proprietor and probably editor. In June, 1814, the paper again became a semi-weekly.

The fate of the *Moniteur* is not known. The latest extant copy is dated July 2, 1814. The paper is said to have suspended publication shortly after, during the administration of Mayor Girod—that is, about 1815. Fontaine in his will left his file to the City of New Orleans but the volumes which would be of the greatest interest to the historian, appear to have been lost. At any rate they cannot now be found in the city archives.

The second New Orleans newspaper was the *Telegraphe* founded in 1803, by Claudin de Belingey or Beleurgey, and a man named Renard. It defended the nobility and the ancient order of things in France. Its principal importance was, that it was partly printed in English. In 1810 the paper was acquired from Belingey by Jean Dacqueny, and the title changed to *Telegraphe Louisianais and Mercantile Advertiser*—the latest of a number of changes in the name of the paper. The last issue that is known to have been published and edited by Dacqueny was dated October 10, 1811.

In the following April a new series was begun with the same title but published by Kohlheim and Mitchell, who an-

nounced that they had purchased the paper from its former owner. They turned it into a tri-weekly, printed in French and English. How long the paper was carried on by them is not known, but probably not for more than a year. There is nothing in the files of this paper to indicate how the editorial work was handled, but it seems quite likely that the proprietors were also the editors and that they participated equally in the work.

Another early newspaper, which had only a brief existence, was the *Lanterne Magique*, published in 1808 by Johnson and Ravenscraft. This publication gave great annoyance to Governor Claiborne by its sharp criticism of the then newly established American Government. It was published every Sunday, in French and English, and its avowed interests were literary as well as political, but the political seems to have quite swamped the literary. But one copy of this paper is known to exist; which is greatly to be regretted as its historical importance makes us curious to know more of its history. It does not seem to have survived the year.

The first New Orleans newspaper published entirely in the English language was the *Louisiana Gazette*. Established shortly after the cession of Louisiana to the United States, it was intended to be the organ of the new population which flocked into the city from the north and east. It was not until 1817 that it made any concession to the French majority, when the last two pages appeared in French. Its motto for a long time was "American Commerce and Freedom." The first number was issued July 27, 1804. The editor was John Mowry. The paper had a checkered existence, but displayed considerable vitality. It was intended to be a semi-weekly and an announcement to that effect was issued, but lack of capital compelled it to appear as a weekly and it was not until the issue of January 15, 1805, that it became possible to carry out the original plan.

It was first printed in the house of C. Norwood, No. 36, Bienville Street. The paper was always published in the then center of the business part of the town. At one time it issued from 21 Conti Street; later it was moved to No. 26 on the same thoroughfare. In 1812 the publication office was located at 51 Chartres Street; in 1818 it was removed to Conti, and in 1823 to 31 Customhouse, and next year a permanent home was thought to have been found for the paper at 22 Bienville Street. In

1817, it was enlarged and the following year again increased in size, when it became a six-column folio.

The proprietors made many vigorous attempts to convert it into a daily paper. The first daily edition was issued April 3, 1810 with the title of *The Louisiana Gazette and New Orleans Daily Advertiser*. At that time Mowry sold an interest in his paper and promised to give the latest intelligence in its columns. In 1814 the paper was issued tri-weekly by David M'Keehan, who had bought out the former proprietor. In 1814 or 1815 the paper passed into the hands of Godwin B. Cotton, who changed the name to *The Louisiana Gazette and New Orleans Mercantile Advertiser*, and then in January, 1816, Cotton sold it to William Bruner. In 1817 Bruner was joined by Charles W. Duhy, who later on became a conspicuous figure in New Orleans journalism. By them the Gazette was converted into a daily, beginning with the number for January 31, 1818. Bruner having died in July, 1820, Mr. Duhy, as sole proprietor, issued the paper in an enlarged form.

By 1824 the *Gazette* began to assume the appearance of a modern newspaper. At this time the subscription price was \$10 per annum. Mr. Duhy had retired and R. D. Richardson was now the owner and publisher. In November of that year, James McKarahaer became the proprietor of the paper. In May, 1825, R. D. Richardson and A. T. Penniman (a printer from Boston) purchased the paper and also the material of the defunct *Orleans Gazette*, which after a short career had recently passed out of existence. They announced themselves as proprietors of a large job-office, having the then unequalled facilities afforded by four hand-presses. Apparently, the *Gazette* passed out of existence with this transaction.

It may prove interesting to describe in some detail *The Louisiana Gazette*, the publication with which journalism as we now understand it, really began in Louisiana. We should note, for example, that, at the beginning, after the fashion to which we have alluded, the principal occupation of its contributors was to discuss European affairs and abuse Napoleon for having "unfeelingly" disturbed the balance of power. Later on, some attention was given to American public men, particularly General James Wilkinson, Daniel Clark, and Aaron Burr, who either resided in or had visited New Orleans, and for that reason aroused interest here. The long controversy between Wilkinson and Clark, over the

question of Wilkinson's relations with Spanish prior to the cession of Louisiana to the French, occupied a good deal of space in 1808 and 1809. Clark was an industrious writer in his own defense and his letters seem to have been welcomed at the editorial office of the *Gazette*.

Most of the paper was filled with advertising which makes diverting reading nowadays. For example, there are the frequent advertisements about slaves; the following, I believe, is unique in its suggestion that such commodity might be bought on time:

"For Sale—A negro girl, 19 years of age; a good washer and house servant. A liberal credit will be given. Apply at this office."

Or this, which illustrates the difficulty of retaining possession of this sort of property.

"Runaway—From Mr. Darius Hamilton, of Bayou Pierre, a negro named Sam, about 55 years of age, gray hairs, and stutter [sic] when spoken to. Any person taking up said negro, so that he may be again delivered to his master, will be handsomely rewarded.

"WHITE AND MORRIS."

There were also frequent lost-and-found advertisements, one of which may be quoted:

"Lost—Between the Shipyard and Conti Street, a memorandum book containing the sea letter of the brig "Nestor," of Boston; a letter addressed to Judah Touro, Esq., several other papers. The finder shall receive

"Five Dollars

"By leaving it, with the contents, at the store of Judah Touro, Esq."

I was recently examining a volume of the *Louisiana Gazette* and ran across a paragraph which illustrates at once the leisurely way in which news was handled in those days, and the complete absence of that attitude towards current events which makes the "yellow" journalism of our time. "A cartel," writes Editor Mowry, in the issue of February 16, 1813, "has been for some time expected from America. Yesterday the unpleasant tidings were received that the Orozimbo had sailed from Baltimore in that capacity, with about 200 British passengers, bound for

Liverpool; and that during the heavy gale of Tuesday last she was wrecked on the coast of Ireland, and out of the whole number on board not more than five or six were saved. The names of those preserved has not yet transpired, and we forbear from mentioning those of persons supposed to have been drowned, lest we should unnecessarily excite alarm in the minds of all friends." The yellow journalist of today will be shocked and amazed by the forbearance of the *Gazette's* correspondent. "We forbear mentioning those [names] of persons supposed to have been on board, lest we should unnecessarily excite alarm in the minds of all their friends!" Can one imagine the editor of today suffering any such qualms about publishing the names of those on board an overdue vessel for fear that he might excite alarm in the minds of all their friends? And yet, as the words appear in that yellowed page of the *Gazette*, there is a certain nobility in its consideration for the feelings of others.

This paragraph which I have quoted was based upon an item from a London newspaper of the previous November, three months previously; and that in war time, when one might expect the editor to be a little more up to date. Mowry gave great attention to the battles and sieges of the conflict with Great Britain—publishing them at second-hand sometimes as early as two months after they had taken place. Even the news from comparatively near points was proportionately delayed; as, for instance, from Charleston, whence newspapers were received by stage coach, two to five weeks after the date of their publication.

Occasionally, however, the *Louisiana Gazette* rose to its opportunities. In the issue for October 13, 1812, there is an item of real interest:

"Captain Frazer, late of the United States revenue cutter, having been informed that a French privateer or pirate was near Baratavia, smuggling goods into this city, raised a party, and, accompanied by Captain Holden, on Saturday last went in small boat down the bayou towards the lake. On their way they met a large pirogue with a quantity of goods and six or seven men, who on discovering Captain Frazer's boat, made their escape from the pirogue and Captain F. took possession of her, and on Sunday afternoon brought her to the head of the bayou, within half a mile of the river. He applied to the owner or overseer at a farm for a cart and oxen to transport the goods to the river; this

was promised, but not fulfilled. Anxious to have the goods carried across the portage before night, he sent his negro boy to hurry on the cart. A banditti met the boy, tied and detained him until it was dusk, then they marched down with arms to the boat, took Captain Frazer and his party prisoners, and threatened to take their lives if they made the least resistance, and immediately embarked on board the pirogue and boat, with the prisoners and goods, and descended the bayou. The prisoners were not tied and about ten o'clock two or three leagues down the bayou they made their escape and with difficulty late in the night reached the river.

"This is perhaps the most important and daring act of smuggling ever attempted in the United States."

Those were the redblooded days of adventure a century ago. The pirate Lafitte was not to the Orleanians of those days a dim figure of the past, picturesque in the distance, but the living embodiment of grim reality.

We hear an echo of the war between the United States and Great Britain, in the notice which was kept standing in the *Gazette* to the effect that "The Columbian Infantry will hereafter parade every Sunday, in complete uniform, at their usual place, at 6 o'clock in the morning; and every Thursday at 6 o'clock in the evening, on the commons between the city and the Faubourg St. Mary, with arms only."

That shipping was a century ago one of the most important features of the business of the community is demonstrated by the fact that over one-half of the front page of the *Gazette* was frequently given up to advertising the arrival and departure of vessels. There was the fast sailing ship Pegasus, bound for Bordeaux; the brig Ganges, for New York; the schooner Active, for Havana; the staunch ship Dryad, for Liverpool; the Goliah for New York; the Divina Pastora, for Cadiz, and the Two Brothers, for Louisville, Ky.—all fine "burthensome" vessels.

Editors of today will testify that they are still having the same sort of trouble as that reported by Mr. Mowry, when he printed this notice at the head of the *Gazette's* editorial column on June 26, 1812:

"The person who took the fifth volume of the Select Reviews from this office is requested to return it."

Gentle, but firm—that was the attitude of the editor one hundred years ago!

It is interesting to note that theatrical performances in those old days began as early as 6 o'clock in the evening—possibly on the supposition that the sooner it was over, the better off everyone would be. Here is an "ad" from the *Gazette* of February 16, 1812:

"THEATRE

"St. Philip Street

"By the Thespian Charitable Society and for the Benefit of the Charitable Society of the city of New Orleans, will be performed on Friday, the 19th inst., the comedy of the 'Poor Gentleman,' by Coleman the Younger, after which the farce of the

"WEATHERCOCK.

"Boxes to be taken of Mr. John Nicholls, from 10 o'clock until 1 on Thursday and Friday mornings.

"Box \$1 & 50 cents. Pit & gallery \$1.

"Tickets to be had at the theatre on the night of the performance.

"Doors open at 5, and curtains positively to rise at 6 o'clock.

"M. Fortier, R. D. Shepherd, R. M. Weiman, John Taylor, B. Chew, managers.

"Feb. 16."

The M. Fortier mentioned as one of the managers of this performance of "The Poor Gentleman" was a grandfather of Prof. Alcée Fortier, for many years professor of French at Tulane University. He was the Colonel Michel Fortier who participated in the various campaigns under Governor Gálvez and was a member of the first City Council of New Orleans. Born in 1750, he belonged to the fourth generation of the Fortier family in Louisiana. Shepherd was Touro's heir, and Berveley Chew was one of the founders of the Canal-Commercial Bank, still an important financial institution in New Orleans.

In spite of its deficiencies the *Gazette* took itself seriously, as we may infer from this bit of sophistication which appeared in the issue for September 5, 1812:

"It has been observed that there is not so inconsistent, so incoherent, so heterogeneous, although so useful and agreeable a thing as a public newspaper; the ludicrous advertisements, the contradictory substance of foreign and domestic paragraphs, the opposite opinions and observations of contending essayists, with premature deaths, spurious

marriages, births, bankruptcies, etc., form a fund of entertainment for a world of which it is in itself no bad epitome.

"Abstracted from politics, the general tenor of our domestic information is not a little curious. Whether it arises from accident or design, I know not; but have frequently seen after a paragraph reciting the elegance of entertainment a commission of bankruptcy has immediately followed; after a city feast I have seen the melancholy account of a sudden death of an alderman by an apoplectic fit; after an advertisement of the art of fencing taught by M. Longsword the circumstances of a duel followed wherein one of the combatants has been run through the body; after a marriage, a divorce, and thus I have seen the paragraphs following the same natural order in a newspaper, as their consequences do in real life."

Mowry was, it would seem, something of a philosopher. Since his day, newspapers have increased in size, sensational features have been added, comic supplements have been inserted; but at the core the newspaper of today is what the newspaper was a century ago; it is the function of journalism to reflect the ebb and flow of life and life itself changes not with the passage of the years.

Another of the New Orleans English newspapers was *The Louisiana Advertiser*, which was issued as early as 1820. It was established in April of that year by Sampson and Lorrain. Thos. W. Lorrain was one of the earliest Louisiana journalists. He had figured as editor of the *Chronicle*, published in 1818-1819. This partnership was dissolved in August, 1820, just after the paper had become a daily. Between August 4th and November 18th, 1820, a man named P. Wood became proprietor, and about a year later it passed into the hands of James Beardslee. In 1825 the *Advertiser* was published by Beardslee at No. 37 Bienville Street. It was a six-column folio of small size and furnished to subscribers at \$10 a year. He was followed in the ownership by John Penrice in 1830, who in turn sold out to Stroud and Jones. The principal members of the editorial staff were at this time J. C. Prendergast, Judge Hawkins, and C. W. Duhy. In February, 1824, Beardslee established the *Louisiana Weekly Advertiser*, which is sometimes spoken of as a separate publication from the *Louisiana Advertiser*, but was probably connected with it more or less intimately.

It was about this time that John Gibson, the "faithful and bold," who did so much towards developing journalism in New

Orleans, began to come into prominence. Gibson was then editor of the *Argus*. "Faithful and bold" was the device which he placed at the head of the editorial page. He conformed so conscientiously to this motto that it became indissolubly connected with his own name. Gibson was opposed to "nullification in all its shapes." He exposed abuses in the administration of local affairs. He backed James H. Caldwell in his attempt to introduce local improvements. Caldwell, not satisfied with building the St. Charles theatre and sustaining it in the grand style of a European theatre and opera-house, labored to beautify and adorn the city. It was he who caused the principal streets of the city to be paved with large square granite blocks. Caldwell had a long, hard fight to induce the city authorities to agree to lay this pavement, and his success was due in large part to the help of Gibson and the *Argus*. In advocating these and other improvements Gibson came frequently into conflict with the French element in the population. He charged them with monopolizing all the public offices to the exclusion of the Americans. This was probably true, but the Creoles did not like being told so and many were the controversies which resulted between the *Argus* and the *Abielle* and the other French newspapers.

The nature of these affrays may be appreciated best from a description of one or two which actually occurred between Gibson and the Creoles. In 1829 Gibson had some idea of running for mayor of New Orleans. This ambition was nipped in the bud. He never forgave those who were responsible for his failure to get the nomination. Among them St. Romes, editor of the *Courier*, was conspicuous. In August of that year Gibson took offense at a paragraph in the *Courier* ridiculing his political aspirations and casting slurs upon his personal record. He published an angry retort in the *Argus*, and this led to a fight between him and St. Romes, which the latter has described for us in an article so typical of the journalism of the time, and so amusing in its quaint gallicisms, that I cannot resist the temptation to insert it here, in spite of its length:

"The paragraph, published in the *Courier* of Wednesday, which drew upon me not only the indirect attack in the *Argus* of yesterday morning, but also the violence of its editor, in the course of the day, was delivered to me on Tuesday evening by a gentleman who has honor enough not to deserve the contempt of the *Argus*. The *Argus* had,

for some days previous, a full knowledge of the existence of the writing which was to be published. He made no attempt to prevent its publication. I received it only on condition that I should suppress from it all that related to a lady. My proposition was accepted, and I altered the piece so as to expunge from it everything which was said of the wife, publishing only what was relative to the husband. Here follows the paragraph, such as it was published. The editor of the *Argus* knows the alteration made in it, it is, therefore, useless to report the whole:

“Mr. de St. Romes will have the kindness to publish the following advertisement of a new candidate for the office of Mayor of this city. As you know me personally, it is unnecessary to mention my name in your paper, but you may communicate it to any one that asks for it:

“Those who have never dilapidated the fortunes of their wards; those who never induced a young girl to come out of the convent to lead her into error; finally, those who have never had their faces slapped by Major Clark without seeking satisfaction, are invited to vote for Mr. John Gibson, as Mayor, at the next election.

“August 19, 1829.’

“It is to be presumed, after such a publication, that the editor of the *Argus*, intrepid and bold as he says he is, would have come to ask the name of the author of the paragraph, in order to chastise him. But no such a thing; he takes me up, although he knows that the editor of a paper is only responsible for his publications, when he refuses to reveal the name of a writer. He vomited against me in his paper of yesterday all the venom of his little soul. I thought, like all reasonable men, that his impotent rage had stopped there; but, no, it was to go still further, and in the hope which the wretch entertained that by insulting me I would be disposed, by fighting him, to wash himself clean of the infamy he assumed at the time he failed to resent the caning administered to him by Mr. Lepousé and Mr. J. J. Mercier, and the placarding by Mr. R. D. Richardson, and subsequently, and on different occasions, by Mr. Peter K. Wagner acts which were never followed by any judicial proceedings (the only reasonable way open to an honest man unjustly slandered), in the hope, I say, that by lowering myself to his level, he might wash clean himself of his many acts of infamy, the traitor came yesterday to Hewlett’s coffeehouse, where I was seated looking on a game of backgammon, and after having walked several times around me (as I have been since informed by several persons who have made their affidavits of the fact, for I did not see it myself) without daring to attack me, and after having rallied around him a few assassin-like wretches of his species, he gave me

from behind a blow with his fist in the face, which dazed me on my chair for several seconds. Having recovered from my surprise I perceived standing a few steps from me the coward, the traitor, the infamous John Gibson, the editor of the *Argus*, with his hand in his breast, as if in the act of drawing a weapon! I rushed upon him, and, striking him with the sharp end of my umbrella full in the stomach, he lost his balance. Then, throwing aside my umbrella, I jumped upon him, seized him by the throat with my two hands, and dragged or rather carried him to the reading table, a distance of about ten paces from the spot where the villain had bravely attacked me from behind. I threw him with all my strength on the table, his face upward, and there I began to renew the strangling scene in 'Virginius,' but, seeing that the rascal would not give up the ghost, I disengaged my right hand to take my penknife and rip his entrails, but I had left my penknife home, and my hands being my only weapon, I began the strangling process again when I perceived that the assassin had a pair of pistols and a dagger in the left side pocket of his coat. I made some efforts to seize the dagger in order to nail the coward to the table where I had carried him, but just as I was to execute that meritorious act I was torn away from a prey that could no longer escape me by a crowd of friends and enemies, who thereby afforded the poltroon an opportunity to effect his escape.

"Some of my friends, who were present when the disagreeable scene occurred, reluctantly exacted from me a promise not to seek any other redress than a judicial one against the assassin who had dared thus treacherously to attack me."

The animosity engendered by this passage of arms still existed when, a year later, St. Romes had an opportunity to take another fling at his adversary. That summer Gibson had an encounter in Chartres street, near the *Argus* office, with a young Creole named Labatut. Labatut felt aggrieved by something which Gibson had said about his race, and avenged the affront by giving the "bold and faithful" editor a beating. Gibson printed an account of the affair, which he denounced as an attempt to interfere with the liberty of the press. Thereupon Labatut took around to the *Courier* office the following card, which we may be sure St. Romes was pleased to make public:

A CARD

“With a back still smarting under the lash of my cowhide, and hardly restored from the fright which the punishment received had inspired him with, the worthy and respectable editor of the *Argus* has thought proper to insert in his yesterday’s edition a doleful jeremiad, beginning with these words: ‘An odious attack, directed against the liberty of the press, has filled every citizen of this town with indignation,’ etc. But, in my turn, I ask what can there be in common between the liberty of the press and the cowhiding of such a wretch as the editor of the *Argus*? His wail reminds me of the case of a servant, who, after receiving a merited castigation at the hands of his master, should revolt against the proceeding as arbitrary and invoke the privilege of individual liberty. This miserable editor believes that, by shielding his shoulders under the aegis of one of the grandest of human institutions, he may succeed in interesting a few persons in his behalf and thereby escape the approbium and the contempt which surround him. He is sadly mistaken. Those who know his character well know that the only chastisement worthy of fellows of his ilk is exactly that which I have administered, and which I shall certainly renew if he ever repeats the offense.

“FELIX LABATUT.”

Gibson had had quite enough of Labatut, apparently, but here was a chance to vent his long-cherished dislike of St. Romes, and he wrote an editorial denouncing the *Courier’s* editor for having made himself the Creole’s champion. Whereupon St. Romes published the following in his paper:

“The editor of the *Argus* who, the day before yesterday made so pitiful of a remonstrance against an ‘Odious attempt against the liberty of the press,’ speaks of a difficulty which had taken place between himself and a young gentleman of this city, and which he had related in his paper, this day vomits against us all the most appropriate abuse which he has been able to find in his vocabulary, because we allowed his antagonist to avail himself of the liberty of the press in answering him in our paper. Would not one, in reading the *Argus*, say that the liberty of the press was instituted by the fathers of the country merely for the advantage of the *Argus* and his worthy friends who, for so long a time, have perverted that precious blessing of our Constitution into a shameful licentiousness? The dirty epithets lavished by the *Argus* on our paper can never injure it (the only end its shameless editor has in view), nor destroy our reputa-

tion as an independent man, a reputation too well established to be ever shaken by the united efforts of a pigmy. A silence of the most profound contempt will henceforth be the only arm we shall oppose to the abuse of the dirty editor of the *Argus*."

This effusion can scarcely be regarded as a model of rhetoric. But it must be remembered that St. Romes, although quite a good French scholar, was by no means equally skilled in the management of the tricky English tongue.

On December 23, 1833, Gibson became editor of the *Louisiana Weekly Advertiser* which seems thereupon to have superceded its predecessor and parent-publication, the *Louisiana Advertiser*. In 1835 he changed the name of his paper to *The True American*, under which title it ran down till into the '40s. Gibson made the *True American* a very lively periodical. He paid much attention to local news and politics. He left the old-time newspapers so far behind that, for the most part, they died out, one after another, and gave place to journals of a higher grade, like the *Picayune*, *Crescent*, and *Delta*.

Eventually Gibson's *True American* became the organ of the Native American party, which about 1837 began to be powerful in New Orleans. Gibson was very aggressive in pressing the claims of this faction upon the public and many were his passages of arms with offended whigs. But about 1840, the Native American issue ceased to be nationally important, and without a candidate to support, or a constituency to depend upon, the *True American* eventually went the way of all such partisan publications. Indeed, it is noteworthy that all New Orleans' strictly partisan journals suffered a like fate. They required outside political and official patronage to support them. When that was withdrawn they generally changed ownership or disappeared entirely.

The Daily Tropic was begun October 1, 1842, by Alden S. Merrifield and was issued from No. 44 St. Charles street. It was a bright, well printed six-column folio paper and advocated Whig principles and, of course, sustained Henry Clay. *The Tropic* was very well written and showed a marked improvement over the papers that had gone before it. P. Besancon, B. F. Flanders and others were connected with it in an editorial capacity. Flanders was a very remarkable person. He

came to New Orleans in 1842 from New Hampshire and began his labors on the *Tropic* in 1844. He subsequently became prominent in "Reconstruction" politics, was Governor of Louisiana in 1867 and Mayor of New Orleans in 1870.

Another old newspaper still remembered with pleasure in New Orleans was the *Courier*. This journal, after an active and useful life of half a century, came to its death by natural causes, May 29, 1859. Commenced in the early days of New Orleans journalism,—the first number was dated October 14, 1807,—it was improved from year to year by its successive managers till it became one of the best papers in the country. It represented the conservative sentiments of the Democratic party in Louisiana. That party became divided on questions of great moment to the South, and when new hands tried to force the *Courier* into a novel and untried position, it could not bear the shock and died.

The first publishers were Thierry & Co., who late in 1809 or early in the following year, were succeeded by Thierry & Dacqueny, but the following year, Thierry bought out Dacqueny, and thereafter was apparently editor as well as publisher. Thierry had literary aspirations. He was the author of at least one play which was acted at the St. Philip Street Theatre. J. C. de St. Romes who acquired the paper in 1815 directed its policies for thirty years. We have alluded to his difficulty with Gibson, of the *Argus*. St. Romes was probably the most distinguished journalist of his time. He retired from the editorship April 12, 1843, having disposed of the paper to Joseph Bayon, a man of fine literary abilities, who founded a bi-lingual journal, "*Le Louisianais*," in 1839, and discontinued it when he took over the control of the *Courier*.

St. Romes served with distinction at the battle of New Orleans. It is said that he suggested to Jackson to take up the position at Chalmette which he so brilliantly defended. Some years previously, when the celebrated French general, Moreau, was in New Orleans, he and St. Romes, in the course of a morning's ride, crossed the plain of Chalmette, and Moreau, with the eye of a veteran strategist, saw at once the military possibilities of the spot and pointed out to his companion that here would be the logical point to confront an enemy advancing to attack the city. At that moment there was no prospect that any such contingency would ever arise;

however, when in 1815 the British made their desperate attempt to take the city, the remark of the gifted but unfortunate French soldier recurred to St. Romes and he brought it to Jackson's attention; with the result which history knows of.

St. Romes was neither a great writer, nor a great manager but he conducted the *Courier* with much tact and managed to retain the good-will of the people of the city down to the end of his career. With him were associated Charles Maurian, F. F. Claiborne and other accomplished literateurs whose names are now almost forgotten in the city which their labors helped so much to build up.

The name of the *Orleans Gazette* was long associated with that of the brilliant but erratic Peter K. Wagner. Wagner, however, did not join the staff till 1812, when the paper had completed nearly ten years of existence. The first number of the *Gazette* appeared on December 20, 1804, but as it was really a continuation and successor of the *Union*, its history can be said to go back to 1803, when that journal was established by James Lyon & Co.

The *Union* had the alternative title of *New Orleans Advertiser & Price Current*, but on January 9, 1804, the word "or" was dropped and the paper flourished under its triple title as a weekly till February, 1804, when it became a semi-weekly. It was apparently printed partly in English and partly in French. James Lyon was often absent from New Orleans and in these intervals the editorial work was entrusted to J. Kidder. In December, 1804, the paper, but not its equipment, was purchased by James M. Bradford, who transformed the old *Union* into a new and much more attractive publication to which he gave the name of *Orleans Gazette*.

Bradford was both publisher and editor of the *Orleans Gazette*. About a year later Thomas Anderson was admitted to partnership and the paper, which had begun life as a tri-weekly, was now changed to a semi-weekly. Bradford dropped out in 1809 and the firm became J. Hill & T. Anderson. The death of the former, in the following August, made Anderson sole proprietor, and on his death, just one year later, the paper passed into the hands of Joseph B. Baird.

In 1812 Baird entered into a partnership with Wagner, who had then just recently come to town. Some time later, Wagner bought out his partner. It is not very clear when or how

this change of ownership was affected. Only occasional issues have survived from 1812-1814, and from them we glean but a hazy idea of the history of the paper during these years. But Wagner once at its head, it rapidly acquired prestige and power.

Wagner was one of the most original and forceful characters that has been known in Southern journalism. He was from Baltimore, where he learned the printer's trade, and acquired a knowledge of editorial work from his brother, the well-known Jacob Wagner. He was on the staff of his brother's paper in 1812 when the office was mobbed and Generals Harry Lee and Lingan frightfully wounded in its defense.

Peter Wagner was a master of the denunciatory forms of speech and, like his fiery and martial brother, exceedingly belligerent. He was involved in many of the deadly encounters which diversified the life of a newspaperman in that day. Of gigantic stature and impressive bearing, he seemed to offer an easy target; nevertheless, he emerged unscathed from all the duels in which he figured, except one, when he suffered a slight wound upon one finger; and it is said that even this trivial injury was due only to his rashness in insisting that the distance separating him from his adversary should be shortened from the customary fifteen paces to five; at which interval it was impossible for his adversary to miss altogether.

There was almost constant feud between Wagner and Gibson, when the latter was editor of the *Argus*. Gibson was also from Baltimore, and not less recklessly brave than his rival. In 1828, Wagner supported the candidacy of Andrew Jackson for the presidency and Gibson that of Adams. The diatribes which they wrote about each other teemed with such expressions as "rogue," "coward," "scribbler," "turncoat," "liar," and their example was imitated by lesser writers, so that the newspaper end of that campaign in New Orleans was long remembered for its bitterness. Wagner was an intimate friend of Jackson, and is said to have been the first newspaperman to suggest him as a candidate for the presidency.

Col. Wagner lived to great age. His widow, a daughter of Judge Joshua Lewis, and sister of the late Gen. John L. Lewis, once mayor of New Orleans, survived him and died towards the close of the century, at an advanced age. There never was a truer, more faithful, or more formidable cham-

pion of his party than Wagner. Numberless stories are told that illustrate his high sense of civic duty. For example, immigrating to this city before the British invasion, Peter K. joined a volunteer artillery company commanded by Capt. Shaw, was elected a lieutenant and did service in the garrison at Spanish Fort, in the defense of this city in 1815. He served creditably in several public positions but never achieved the distinction therein that he had reached in the line of political and partisan journalism.

The golden age of New Orleans, journalism came with the rise of the Texas Republic, the Mexican War, and the "gold rush" in California in 1849. All these events reacted powerfully on the New Orleans newspapers. Some of them became extraordinarily prosperous. The *Delta* and the *Crescent*, which were among the leading English papers at that time, sold enormous editions containing the news from the gold fields. However, in a sketch of this sort it is impossible to mention all the Times, Posts, Suns, Advertisers, Journals, Tribunes, Heralds, News, Standards and Gazettes that have flourished in New Orleans for longer or shorter periods. Many of them were excellent papers while they lasted, but, as a rule, they died with the political party or sect to whom they owed their existence. I call to mind the *Creole*, the *Commercial Bulletin* and one or two others worthy of particular mention. They were well written and well printed. In fact, up to the time of the Civil War, the newspapers of the Crescent City led those of the whole country in the matter of good taste and typographical beauty. Even now it is a delight and a surprise to turn over the pages of the old papers, yellow with age, and gaze upon the work of the master craftsmen whose typographical skill, made them attractive to their own generation, and scarcely less so to the eyes which study them now, many decades after the nimble fingers that handled "stick" and "forme" have gone down to dusty death.

THE ELECTION FRAUDS IN PLAQUEMINE PARISH, LOUISIANA, IN 1844*

The Nation (N. Y.), Feb. 27, 1879, pp. 146-7.

The frauds in the parish of Plaquemine did not, as is sometimes asserted, make Polk President; the votes of New York and Pennsylvania did that. When, therefore, the news of the result in Louisiana came dragging along through the slow mails, it was a fresh surprise and grief to the Whig party, which had been confident of carrying the State; but victory or defeat no longer hung upon it. The thought of the mode in which Louisiana was lost to them merely heightened the bitter smile with which they read shortly in President Tyler's message of the "great moral spectacle" of the election, and how "the great and inestimable right of suffrage has been exercised by all who were invested with it, dictated alone by a desire in the selection of the agent to advance the interests of the country, and to place beyond jeopardy the institutions under which it is our happiness to live." Censure for overlooking the naughty doings in the amphibious extremity of a Gulf State would have been wasted on a President blind to what Webster had just been denouncing in Faneuil Hall as "the abominable frauds, the outrageous, flagrant perjuries, which are notoriously perpetrated in all the great cities." "Pennsylvania," he continued, "if, as they say, she has given 6,000 for our adversaries, has done so through the basest fraud. Is it not so? And look at New York. In the City there were thrown 60,000 votes, or one vote for every five inhabitants. You know that fairly and honestly there can be no such thing on earth."

They managed these things somewhat better, however, down in Plaquemine, whose swamps in 1840 contained only 1,351 whites, men, women, and children; and which polled that year a total of 290. In 1842 the vote had fallen to 272; in 1843 it had risen to 340; in 1844 it was brought up to 1,014. The locofoco majority was 970; Polk's majority in the State at large was 684, which the Whig Returning Board of that day would doubtless have reduced below

*The paper by Miss McLure on the Elections of 1860 in Louisiana (*La. Hist. Quarterly*, Vol. 9, p. 601, Oct., 1926), has drawn attention to the article entitled "Lull-Dozing in 1844" printed in the *New York Nation*, February 27, 1879, pp. 146-7. From this we quote the interesting and apparently first-hand account of the Plaquemine Election Frauds of 1844, referred to in McLure's paper. The article is anonymous and we have not been able to trace the authorship.

zero by throwing out the parish altogether, for good and sufficient reasons. It was, in fact, argued that Clay was fairly elected by 76 majority, taking the vote of 1840 as a basis; but the hypothetical method of conducting elections was not so well understood then as now, and there were no returning boards. The Whig and anti-annexation senator in Congress, Mr. Barrow, said in his place that "he knew full well that the late Presidential election in Louisiana had been carried by the most infamous frauds. He knew full well that *if there was any legal mode of purging the poll of that State*, it would be found that a majority of the people had cast their suffrages in favor of Henry Clay." To this Mr. Slidell replied, in the House, that Mr. Barrow was not a "responsible" person—we suppose, in the fire-eating sense of the term; that there might have been and probably were illegal votes cast for the Democratic ticket; that this sort of thing always occurred in warmly-contested elections, and especially in districts where parties were nicely balanced. He denied that the leaders of the Democratic party in Louisiana had encouraged or sanctioned frauds, and gave it as his "solemn and deliberate conviction" that nine-tenths of all the election frauds ever perpetuated in the State were of Whig origin and in favor of Whig candidates. Whether because of this handsome disavowal or of the investigation ordered by the Louisiana House on motion of a member from East Feliciana (against which every Democrat voted but two) or because of his subsequent appointment as Minister to Mexico, Mr. Slidell's name has come down to us as directly associated with the Plaquemine frauds. Certainly the arithmetical appearances were opposed to the correctness of his denial, and the sworn affidavits made before the New Orleans Clay Club Committee were strongly corroborative of the Whig charges.

The Presidential election occupied more than a week in 1844, most of the States voting on the 4th of November, but some as late as the 11th and 12th. Louisiana began with the earliest, but, owing to her sparse settlement, kept the country polls open for three days. This custom was not lost on Judge Leonard, the Locofoco representative of the parish of Plaquemine in the Louisiana legislature. He chartered a couple of steamboats at New Orleans, the *Agnes* and the *Planter*, put on board some 350 voters, mostly Irish and Germans, some of whom could not speak a word of English, kept them well supplied with liquor, and so took

them down river to the three polling places in the parish, the first being just below his own home. On the *Planter* there was great activity during the trip in filling up tax-receipts—a task which was incomplete when the first landing was reached, and which proved quite superfluous, as the Sheriff, Charles Dutillet, threw away the receipts when offered him though the law imposed a property qualification. The tickets were taken as fast as they could be shoved into the box, no questions being asked, and every folded ballot being opened. The boatmen themselves, from pilot to engineer and cabin-boy, were made to step up and vote for Polk, and when this great moral spectacle had closed at one landing it was repeated at the next, so that each of the excursionists enjoyed the inestimable right of suffrage from one to three times. Meantime the Whigs of New Orleans, getting wind of this affair, had despatched a boat to witness the proceedings, but the sheriff would not let it touch at the pier, on the ground that he was expecting voters by boat. By this he meant that the honest fellows in question would not brook delay, for elsewhere, when taken to task by a Whig voter for having opened the polls an hour before the advertised time, he declared that the people were clamorous to vote, and he had gratified them. With equal considerateness, when a stranger was challenged to be sworn as to his qualifications, the sheriff snatched the Bible from the clerk's hands and forbade the administering of the oath. When the Clay voter had succeeded, after the greatest difficulty, in making his way through the throng to deposit his ballot, contrary to what was required of the non-resident aliens and minors he was regularly sworn; but his ballot too was unfolded, and if sometimes received, was sometimes thrown upon the floor, and sometimes a Locofoco ballot was substituted for it. One Whig, who tried in vain to reach "the table on which was the box of the Secretary," prudently retired from the cabaret and "went out on the road, where the crowds were hurraing for Polk and Dallas on all sides, and crowing like cocks." There having seen a friend menaced, he tried to persuade one of his neighbors not to go in; but his advice was disregarded, and in a few minutes out came this unfortunate, "without his hat and wounded, his shirt covered with blood. . . . He told me that the sheriff had struck him with a stick, and had inflicted a severe wound on the head, and he showed me a severe bruise on the right

shoulder. Then I and all my friends who wished to vote were obliged to leave and go to our homes, fearing that if we remained we should be assassinated."

The bull-doing aspect of the Plaquemine outrage attracted public attention least—at the South doubtless because violence to opponents was perfectly familiar, and generally because no one, either North or South, dreamed at that time of seeking a national remedy for such disorders. All saw in it rather a part of the same villany that had, on a tariff issue, carried Pennsylvania, and on the Texas issue carried New York, against the Whigs, by drawing more votes from the ballot-box than ought to have gone in, chiefly by means of fraudulent naturalization. Many Locofoco counties in Pennsylvania, like Plaquemine, polled more votes in 1844 than they had white male inhabitants in 1840, "boding unfair play," as the *Philadelphia North American* temperately remarked. It was notorious that the Locofocos resisted all attempts to diminish the opportunities for fraud. "Every Whig American," said the *Alexandria Gazette* in the election month, "ought to go for a registry law. And it is somewhat remarkable that the political opponents of the Whigs are always opposed to such a law, and repeal it if passed, in whatever State they may get into power." Gerrymandering, too, they practised with such good success that in Ohio they carried two-thirds of the Congressional districts, although their majorities were to the Whig majorities as 12,817 to 18,864. Their perversion of the Civil service to party ends was an old story. In New York, to quote the words of the *National Intelligencer*, they had "the vote of the mass of that class of persons who even in monarchical governments (and so *á fortiori* in a republic, Mr. Cornell!) are precluded from interfering in elections in any manner whatever—that is to say, the dependents upon executive patronage, such as postmasters, contractors, custom-house officers, soldiers in the army, seamen in the navy."

A partial remedy for these evils, within the province of the Federal Government, was the fixing a uniform day for holding the elections, so as to prevent voters going from one State to another. A bill to this effect was passed by the House of Representatives (Dec. 16, 1844) without opposition. Mr. Slidell offered the next day an amendment to the Constitution providing that the President be voted for directly by the people or the

legislatures without the intervention of electors. But the Whigs laid stress on a modification of the naturalization laws by extending the term of residence, which had been five years under Washington, was made fourteen years under Adams, and under Jefferson had been reduced to five again. Webster insisted on this in language which laid him open to the reproach of wishing to carry over the Whigs to the then Native-American party; but Mr. Greely, more practical-minded, enquired how extending the term from five to twenty-one years would help matters. *States*, he pointed out, would admit aliens on shorter probation, and Michigan and Illinois had already done so. What, then would be gained? Senator Morgan encountered a similar snag the other day when he learned from Mr. Dawes that though Chinamen cannot become citizens of the United States they are naturalized by Massachusetts.

As we all know, nothing came of these remedies except as to the uniformity of election day. The Slave Power was abroad, and the annexation of Texas and consequent war with Mexico soon drove all other subjects out of mind. The Plaquemine frauds were forgotten, and Louisiana presently furnished a Whig President as the successor of Polk.



EDITOR'S CHAIR

By HENRY P. DART

THE INDEX TO THE FRENCH AND SPANISH ARCHIVES OF LOUISIANA.

The Quarterly prints in each number an installment of the Index of the Records of our French Colonial Superior Council and a like installment of the Index of our Spanish Colonial Judicial Records.

The French Index was begun in the early part of this century under the auspices of the Louisiana Historical Society but the lack of funds interrupted it. In 1920 it was resumed with funds contributed by the late W. R. Irby of New Orleans, and the writer was put in charge of the task.

Under his direction the scope of the effort was enlarged and the Spanish Records were brought under examination for the first time. The French Index was assigned to Mrs. H. H. Cruzat and the Spanish to Miss Laura L. Porteous.

The generous gift of Mr. Irby was by its terms recognized to be insufficient and was in fact intended only to give the work an impetus that it was hoped would not stop before support for its conclusion would come from other benefactors or from the State, whose duty it clearly is to do this valuable and necessary work.

When the Irby gift was exhausted in 1925, the Louisiana State Museum came to the rescue and it seems certain now that under its administration this difficult and enormous labor will not again be interrupted.

At the beginning it was contemplated to make only an index to the subject matter but as it proceeded, the great historical value of the documents became more and more evident. The necessity of broadening the scope of the Index in each section was apparent and it has now become a Calendar, that is to say, a succinct and accurate statement of the contents of each record; but the vast number of these papers imposes brevity, or this generation would not live to see its completion.

The French Index has been printed up to and including the year 1740. The remaining twenty-eight years of that era have been partially indexed. The Spanish Index has been printed up to 1774, leaving twenty-nine years to come with the printer practically at the heels of the compiler.

It is not too much to say the investigation of these records so far as we have gone has given an aspect to the eighteenth century in Louisiana that renders necessary a rewriting of much of our history of this period. If this be true of the developments of the first fifty years of the French era, it is more positively the case in the Spanish time, for it is not stretching the effect of the Index to say that every entry in it is fresh and new. We are here discovering a hitherto unknown, and of course unexplored country.

These brief indices that fill about one-third of the Quarterly are eagerly read by many of our readers who recognize the intense interest of this daily chronicle of life in Louisiana in the French and Spanish eras. It is veritably a gist of news just as interesting as the like memo furnished by our daily newspapers.

It is even more than this, for it re-establishes family records and opens up the social, economic, legal, political and private life of the times. Every now and then it brings out some vivid incident, some extraordinary occurrence, that absorbs the reader and realizes the truth of the proverb there is nothing new under the sun, for these old papers show a continuity of events, a recurrence of actions that resemble the doings of today.

Then too, the editor often puts his finger on some brief paragraph and calls for a full translation, and he is scarcely ever disappointed on the news value, or the historical interest of the details. Indeed, it has become a habit of the daily press to ratify this statement. Our pages have been filled with papers of this character first brought to attention by the work of the compilers of the Index, and every number of the Quarterly that carries such items provides columns of special rewriting of it by our daily contemporaries.

Thus many thousands read our production in this new shape with no thought of the two toiling scholars who face and interpret from sun up to sun down the ancient script of our forefathers in Louisiana, industriously piled up in these records.

The creators of these manuscripts worked with no eye on the future, doing their bit, to the best of their ability, but the happy survival of the remnants of their labors has opened up a literature that will be studied with even more interest hereafter than it now excites, how great so ever this last (may be.)

RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXV.

(Continued from April, 1927.)

May 1st to December 30th, 1740.

By HELOISE H. CRUZAT

- May 1, 1740. **Jacques Cantrelle** and his wife, Marguerite Lar-
meniau, acknowledge owing to the Company
2 pp. the sum of 602 livres, in balance due for ac-
count of Cantrelle and his wife, in settlement
of late Cressement's debt. Contracting par-
ties promise to pay said balance one year from
date. Mortgage security.
- Acknowledgment
of debt to
Company of the
Indies.
- May 2. **Antoine Aufrere** and his wife, Mathurine Guille-
meont, owe to the heirs of late Mr. De Richar-
ville the sum of 3697 livres, 16 sols, this day
2 pp. received by way of deposit, from R. P. D'Ou-
treleau, S. J., until negotiable by draft. Mort-
gage security.
- Receipt of money
on deposit and
subsequent
discharge of same.
- May 21, 1740. R. P. D'Outreleau receipts
for said sum, in full discharge of A. A. and
wife.
- May 3. **Proceedings conducted** by Louis Plumard, Es-
quire, Councillor and Royal Secretary and
10 pp. guardian of his minor children, Louis Joseph
and Marie Francoise Plumard, born of late
Dame Marguerite Duterte, eldest daughter
and heiress for half portion of said estates.
The other half shall go to Joseph Duterte,
surviving son. Substantial array of securities
and real estate parcels in France.
- Partition of
Estates of Joseph
Duterte and his
wife Damoiselle
Marguerite
Mareau.
- May 3. **D'Auseville** files complaint in regard to a large
4 pp. miscellany of goods consigned to him by Mr.
Rasteau of La Rochelle, on board L'Amiable
Protest against
condition of cargo
of L'Amiable
Susanne. Susanne.
Susanne. Some of the goods
badly damaged and serious instances of short-
age occur, as well in weight as in quantity of
articles. Items include blankets, flour, shirts
and textiles (marred by wine and oil), shot,
walnut oil, honey, fishing lines, millstones for
grinding buckwheat, soap. Stained and edges
worn.

- May 4. **Louis Duverne**, also given Duvernay (he does not sign), minor orphan, herewith authorized by noble Dame Marie Bonnet, widow of Mr. De Vaux Paris, engages to learn the trade of mason and roofer with Nicolas Judice. Term of five years from date of March 1, 1740. At end of terms, May 3, 1745, contract fulfilled and sum stipulated is paid. Badly charred.
- 2½ pp.
Contract of apprenticeship.
- May 4. **Andre Gerbe**, formerly interested in a vessel "coming from the Islands of America," was present at La Balise when Commander Taillefer was called to account by storekeeper Barbin for supplying a hawser to a Spanish vessel; such cordage being reserved for the (French) King's vessels. Commander T. disclaimed all part in the matter, but was contradicted by B.
- 1 p.
Testimony on responsibility for a hawser.
- May 5. **Jacques Dausant**, owner of the vessel St. Jean, was also at Balise when the dispute arose between Taillefer and Barbin. To the preceding statement Mr. Dausant adds the detail that Mr. T. in his angry excitement, pushed Mr. B. into the mud.
- 1 p.
Further evidence on same subject.
- May 5. **Undersigned**—corroborates the two preceding statements with the slight variant that Mr. Barbin was pushed in such fashion that he fell with one foot in the water. Commander de Taillefert (so signed) files these papers in the Recorder's office.
- 2 pp.
The same.
- May 5. **Mr. D'Auseville**, reviewing the case of his damaged importations and missing goods, asks for a descent of justice, or legal investigation of the case, in presence of Captain Provost of L'Amiable Susanne. Judge Salmon so orders and names Mr. Bobé Descloseaux to conduct the proceedings, attended by Recorder Henry. Notice given to Captain P. Stained.
- 4 pp.
Suit to hold the ship L'Aimable Susanne responsible for damage to cargo.
- May 6. 3 pp. The findings bear out Mr. D'Auseville's complaint, as first filed. Signed: Provost, D'Auseville, Bobé Descloseaux, Henry, Recorder. Stained.
- Report of viewers of damaged goods.
- May 6. 4 pp. **Jean Baptiste Gros**, native of Lyons, and Anne Marriage contract. Droullon, of Natchitoches.

May 7. 1 p. **J. Banco Piemont**, hearing that one Baudemont, alias Des Lauriers, is selling a plantation at Pointe Coupée, herewith opposes the delivery of the proceeds until he, J. B. P., be paid the sum of 127 livres, duly owed by Des Lauriers.

Suit to prevent sale of property before paying debt.

May 7. **Ensign Trudeau**, of Colonial Marine detachment, asks leave to sell four negroes or negresses, together with three acres of land, in settlement of his debts to the Company. Judge Salmon approves.

2 pp.
Petition to sell slaves and land.

May 7. 2 pp.
Decisions by the Superior Council in sundry suits.

1. Widow Faquier vs. Descloseaux. Out of Court.
2. Rene Challion vs. Fitzgerald. F. to pay note and costs.
3. Joseph Carriere vs. Robin. R. to return dug-out and pay.
4. L. vs. Ferchaud estate. Net claim allowed L.
5. Livet vs. Daussant. L. nonsuited and out of Court. Contract cancelled.
6. Livet vs. J. B. P. L. to pay 130 livres and residue of a certain account. L. nonsuited in other pleas.
7. Jacques Livet vs. Joseph Chaperon. J. L. nonsuited.
8. Ferrand shall satisfy Ferchaud estate (passage incomplete).

May 7. 3 pp.
Excerpt from registers of Superior Council.

Judgment in suit of De Lorme vs. Chenier. That negro be appraised and that his value or the equivalent be returned to Sr. Delorme. Notice and copy of above decision served on Sr. Chenier by Sheriff Lenormand.

May 17, 1740. Appraisement of negro drowned by Chenier's negligence. Dreux and St. Martin appraise negro at 1300 livres Colonial currency. Document in good condition.

May 7. 2 pp.
Ruling of Council on salvaging of tar and pitch from wreck of L'Aventurier.

Statement of expense to carry tar and pitch from Mobile to Dauphine Island following the wreck of "L'Aventurier" and the hiring of a barge and four men for that purpose. Statement is said to accompany letter but is not in it.

May 7. Considering that there is not enough cash in Registry to cover this expense, Council orders said Roy to send demand to ship owners. Signed by Salmon, Bobé Descloseaux, Couturier and Raguét. Document badly stained.

- May 8. 1 p. **Petition to Superior Council** by Sr. Lassus Marsilly to homologate decision of last January and March between himself and Sr. Ignace Trepagnier, that it may be executed and costs be on said Trepagnier. For Sr. Marsilly by Jahan. Document in very bad condition.
Application to homologate decision of Superior Council.
- May 8. 1 p. Sale advertised. Auction announced of property seized under said judgment for the morrow.
Execution thereunder.
- May 9. 2 pp. The property noted above is sold. The slaves yield 5060 livres. Returns for land not stated.
Sale of Slaves and land under said writ.
May 12, 1740. Mr. Trudeau receipts for 5060 livres; Court costs, 302 livres deducted.
- May 9. **A detached note** which apparently may have served to brief the reports filed in piracy case. Official copies were delivered to the "said Captain" Lemoyne, elsewhere described as Second Captain.
Memorandum on piracy case.
- May 9. **Mr. Senet** conveys his plantation of 18 acres, adjoining the Little Desert, to Joseph Dauphin for 6000 livres, payable in three equal yearly installments, to date from one year after occupation. Mr. Du Breuil is named as security for Dauphin.
3 pp.
Sale of land.
- May 11. 2 pp. **Plantation property** of late Jaffre, alias La Liberté, three and a half leagues from town. Affair of Widow Jaffre.
Inventory and appraisement.
- May 11. **Between Sr. Louis Harang**, son of Pierre Harang (14784) (2865) and Jeanne Fillon, native of the Parish of Nancy, Bishopric of Chartres, and Dame Barbe Herterin, widow of deceased Michel Zeringue, a carpenter of this Colony.
fo 14. 3½ pp.
Marriage contract.
(14786)
May 11, 1740. Collated copy of inventory of goods of deceased Michel Zeringue.
- May 12. **Louis Baudemont**, alias De Lauriers, and his wife Jeanne Renée (she signs Jeannet de Lauriers), convey to Mr. Gerard Pery of New Orleans and his patron, Pierre Ricard of Pointe Coupée, a plantation at Pointe Coupée, having front of four acres, for the sum of 1000 livres paid cash. Subjoined receipt by J. Bancio Piemont to Recorder Henry for 1000 livres in sequel to injunction filed on May 7.
2 pp.
Sale of real property.

- May 12. **Ensign Santilly**, now starting for Illinois, owes a combined sum of 1388 livres, 2 sols, to Mr. Gerard Pery for merchandise shown in accompanying itemized statement. Some of the prices are noteworthy; especially chocolate at 5 livres per pound. There are six folding lanterns at 3 livres each. Obligation payable in May, 1741, either in current funds or in Illinois produce at option of Pery.
- Bond (with memorandum of account).
- May 14. **Dominique Dallemand**, a native of Vermes in the Palatinate, Bishopric of Vermes (Worms), and Anne Rousseau, a native of Natchez. September 3, 1740. Attorney Fleuriau orders registration of this contract for due execution.
- Marriage contract. 4 pp.
- May 14. **Claude Fleuruer**, a native of Fontaine Francoise in Burgundy, Diocese of Dijon, and Dame Anne Colet, widow of late Claude Joseph Reno, native of New Orleans.
- Marriage contract. 4 pp.
- May 16. **J. B. Gauvain**, innkeeper, was much surprised to hear that the banns were out between Louis Cheval and Louise Soulande, widow of Jaffre, alias La Liberté. Madame Jaffre has assured J. B. G. in the presence of witnesses that it was her intention to wed him in preference to every other choice, nay, more, Madame returned Sieur Cheval's ring and accepted a ring and other little gifts from J. B. G., who means to sue Cheval unless the latter desists from his present course.
- 1 p.
Remonstrance of a rejected suitor against the lady's marriage to another.
- May 17. 2 pp. **Gerard Pery** moves for citation of Procureur D'Auseville to surrender avails from Ferchaud estate. Judge Salmon approves and Mr. D. is cited.
- Suit against the Procurer for Vacant Estates.
- May 20. Mr. D'Auseville answers to the effect that the debtors of the estate have not paid, and suggests that Pery pursue them. Stained and fading.
- May 18. **Estienne de Lalande Dalcour** files word of the death of a young negro, Jeannot, aged 15 years, from prevalent throat disease. Mr. Dalcour makes this report in his capacity and function of husband of Madame Veuve de la Chaise.
- 1 p.
Report of death of slave.

- May 18. **Estienne de Lalande Dalcour** files report that a negro named Famussa, belonging to Madame Dalcour, has run away for no cause but the runaway habit. Legal action seems in order if the slave be caught.
1 p.
Report of runaway slave.
- May 19. **Pierre D'Esmar Dorchier**, Chevalier and Lord of Bouleville, to (blank) for collecting the Chevalier's maternal inheritance. Badly blurred.
Power of attorney.
- May 19. **Andre Gerbe**, conjointly with Captain Dausson of the ship St. Jacques, in port from Leogane, has sold to Mr. Barbin, Royal storekeeper at La Balise, a negro boy; terms private. Contract dated past February 6.
1 p.
Sale of slave.
- May 20. **Jacques Perier**, carpenter, sues for debt of 50 livres due him by Ferchaud estate. Mr. D'Auseville, Procureur of Vacant Estates, cited and notice served on him by Sheriff Lenormand.
Suit against estate.
- May 21. **Madame Emmanuelle Sancho de Navarre**, wife and spouse of Messire Louis de Juchereau, Esquire, Sieur de St. Denis, King's Commander at Nachitoches, authorizes her husband to deed a parcel of land belonging to her on the coast of Beauport, Canada; whereby the holder shall enjoy rights unreserved. Madame makes her mark but does not sign. Macdonogh signs as witness.
Power of attorney by wife of Louis Juchereau St. Denis to her husband to sell land in Canada.
See May 31, 1740.
- May 22. **Olivier Dormoy**, minor orphan, authorized by his uncle, Francois Mousseau, engages to continue learning the shoemaker's trade with Maurice Levesque for term of two years from date. Olivier's previous master in this trade, Nicolas Ducret, alias Belhumeur, is about to start for France.
Contract of apprenticeship.
- May 23. **Nicolas Ducret**, widower of late Marie Louise Catho, Widow Dormoy and his brother-in-law, Francois Mousseau, husband of Marie Magdelaine Catho, agree on amicable division of the dowry, 2000 livres, contributed by late Madame Ducret. The brother-in-law is maternal uncle of minor children Olivier and Louise Dormoy and Ducret has a minor son. Mousseau receipts to Ducret for 1000 livres cash on behalf of minors Olivier and Louise.
2 pp.
Agreement between surviving husband and the heirs of his deceased wife on division of her dowry.

- May 23. 1 p. **Jean Romagau**, locksmith, to (name left blank), for settling his parent's estate (vicinity of Bordeaux).
Power of attorney.
- May 24. **Alphonse de La Buissonniere**, Captain of detached Company of Marine, and now commanding in Illinois but in transit at New Orleans to (name in blank), for selling three houses belonging to the Captain in the City of Toulon. Also another procuration to compromise and settle to the pleasure of Madame Gourdain.
Power of attorney.
- May 24. 3 pp. **Widow Magny**, the Captain's mother, to Madame Gourdain, who is to use her free discretion as regards the Captain's interests here in question and complexity involved. Her past and present benefactions to the Captain place his claims in a category quite apart from demands or assumptions. Madame G.'s good will is to be the final arbiter.
Power of attorney.
- May 24. **Procureur D'Auseville** for estate of late Surgeon Major Auber vs. Marine Officer Pontalba. Suit dismissed; costs divided.
Decision of Superior Council.
- May 24. **Captain Alphonse de La Buissonniere** to (name left blank), for collecting certain arrears of annuity in favor of the Captain from those in charge thereof at Hotel de Ville in Paris.
Power of attorney.
- May 25. **R. P. D'Outreleau, S. J.**, Superior of the Jesuit Missions in Illinois, for all the Louisiana Province to R. P., S. J., for looking after missionary concerns in Louisiana within financial bounds of 12,000 livres.
Power of attorney.
- May 25. 3 pp. **Mr. Lalande Dalcour**, attorney for Madame Genevieve Trepagnier, Widow Vaubery, asks leave to sell a slave of Madame's property. Judge Salmon approves and said slave is auctioned on May 30, to Mr. Trenaunay Chanfret for 1800 livres. Scorched and blurred.
Petition to sell slave.
- May 28. 1. De La Pommeraye, Trudeau, de La Buissonniere (for Trudeau minors), vs. Estienne de La Lande Dalcour. (Conclusion torn.) Estate suit compromised; costs divided.
2. Ducret, alias Belhumeur and Francois Songy vs. _____. Songy is released from his security.
Decisions of Superior Council.

- May 28. **Jean Veillon**, carpenter, engages to work for Mr. Trenaunay de Chanfret in the carpenter's trade until certain named work be done. Collateral provisos. Terms 1250 livres a year, to date from J. V.'s arrival at Pointe Coupée. Same date, J. V. receipts for 100 livres on account of the foregoing engagement.
- 2 pp.
Contract of personal service as carpenter.
- May 28. **Chevalier Henry de Louboey**, King's Lieutenant in this Province to (name left blank), for collecting certain salary dues accruing to the Chevalier at Marine headquarters in France.
- Power of attorney.
- May 28. **Francois Louis Chauvet Du Breuil** owes Antoine Francois de Sardou Villers de Billaud (also officer in the Swiss Regiment), the sum of 299 livres due on a loan and promise to pay in France to the order of Sieur Du Billeaud. Mortgage security. Signed by Chauvet Dubreuil, Bunel, Dehallier and Henry, Notary.
- 1 p.
Acknowledgment of debt.
- May 30. **Jean Joseph Delfau de Pontalba**, officer in Marine detachment, to Major Francois Simart de Bellile, for collecting a debt of 550 livres from Pierre Du Rocher, alias Castillon, settler at Pointe Coupée.
- Power of attorney.
- May 31. **Louis Joseph Bizoton**, First Councillor in Superior Council, now starting for France, to Claude Joseph Villars Du Breuil, Royal contractor of buildings and fortifications in this Colony, for transacting business in B's absence. Details added.
- Power of attorney.
- May 31. **Officer Pierre Courtand** of the vessel "Les Deux Anges," owes Francois Jahan, Company's employee, the sum of 1252 livres on a loan and promises to pay in France (particulars given) one year from date. Mortgage security.
- Acknowledgment of debt.
- May 31. **Messire Louis de Juchereau**, Esquire, Sieur de St. Denis, Chevalier of the Military Order of St. Louis, and Commander of Nachitoches, with the consent of his wife, Dame Emmanuelle Sancho de Navarre, herewith cedes to his nieces at Quebec his part and portion "in a manor at Grande Anse," Coast of Beauport, Canada. See May 21, 1740.
- Juchereau St. Denis sells property in Canada.

- No date. **Excerpt from report** made by experts and carpenters concerning repairs and necessities furnished the ship "Le St. Jaques."
Report on repairs made to ship St. Jacques.
- May 31. **Petition to Superior Council** by Baptiste Gauvain, innkeeper, for citation of Sr. Calimache for payment of sum due him for lodging, board, etc. Citation issued and notice served on Calimache by Sheriff Lenormand.
2 pp.
Suit for lodging and board.
- June 1. **Chevalier De Diederich** certifies that the late Sr. Dupart is indebted to Sr. Rasteau for the sum of 5196 livres, 17 sols, 3 deniers. Document water stained.
1 p.
Testimony regarding debt.
- June 1. **Former Councillor D'Auseville** to (name left blank), for collecting certain dividends due or still to mature from Cashier of the Company of the Indies on 13 shares which Mr. D'A. deposited in Company's office (Paris) under date of September 20, 1726. Payment negotiable with Mr. Jacques Rasteau, merchant and ship owner of La Rochelle.
3 pp.
Power of attorney.
- June 1. **Former Councillor D'Auseville** to Mr. Jacques Rasteau, merchant and ship owner at La Rochelle, for collecting, until this commission be revoked, certain dividends on 13 shares of the French Company deposited with Company's officer, Nicolas, on 20 Sept., 1726. Mr. J. R. lives at La Rochelle; he may transfer his powers to substitutes in Paris.
2 pp.
Power of attorney.
- June 1. **Former Councillor D'Auseville** to Mr. Merle, Sr. de Grand Clos, merchant and ship owner at St. Malo, for withdrawing from Mr. Jean Jung, ship owner at Bordeaux, certain commercial papers consigned to him by Mr. Antoine Marcovel, merchant of Nantes.
4 pp.
Power of attorney.
- June 2. **Mr. Gerard Pery** to Mr. Francois Jahan, conveying business powers.
1 p.
- June 3. **Barthelmy Du Bic** and his wife, Susanna Galberou, sell to Louis Menard a site in this town No. 220 Bourbon Street, with house and appurtenances for 1400 livres, whereof 400 livres were paid cash. Residue payable in stated installments. Mortgage security. Outstanding sums are duly receipted on July 2, 1740 and December 12, 1740.
2 pp.
Sale of real property.

June 4.
4½ pp.

Decisions in
sundry suits by
Superior Council.

1. Pierre Delorme pleading for enforcement of a ruling dated May 7, 1740. Arbitration verdict sustained. Provisos accordingly.
2. Ferchaud estate vs. Jean Carithon. For estate; net sum due.
3. Jacques Perier vs. Ferchaud estate. For J.P.
4. Jean Robin vs. Gaspard Bellome. For J. R. Claim Rice.
5. Jean Robin vs. Joseph Blanpin.
6. Widow Ferchaud vs. F. estate. Further in process.
7. Gerard Pery vs. de Chavannes. Against de Chavannes.
8. D'Auseville vs. de Chavannes. Against de Chavannes.
9. Gauvain vs. Calimache-Macarty. Mr. Macarty shall satisfy given demand.
10. Joseph Chaperon vs. Larche Grandpre. Estate complexitude further in solution.
11. M. represented by Jatain vs. Joseph Castang. Arbitration ordered.
12. Marsilly vs. Alexandre, Macarty and other heirs of Trepagnier estate. Referred to the Procureur General.

June 6.
1 p.

Petition to sell
real property.

Joseph Lecour asks leave to sell five lots near Cemetery. Being about to start on a trip, he bespeaks one advertisement on Sunday next. Granted. No opposition. June 7 and 9.

June 6.
2 pp.

Power of
attorney.

Jean Labro and his wife, Jeanne Marguerite Gilbert Derdenne Bunel, to Mr. Gerard Pery for business defined in detail. Mr. and Mrs. Labro are about to start for France.

June 6.
2 pp.

Sale of ship.

Brigantine La Marie, burden of about 35 tons, awarded to highest bidder, Jacques Vincent Le Pres for 3000 livres, paid cash plus court expenses. Partly faded.

June 7.
2 pp.

Suit to enforce
lien on goods sold.

Mr. J. Banco Piemont advanced some goods to Sieur Turpin of Illinois, bill being 4000 livres, and to Sieur Guillaume Liberge for sum of 2648 livres, as shown by bonds of past February 20 and March 8, respectively. Mr. Piemont has learned that his debtors were destroyed by the savages. Let him seize the identical goods advanced and reported to have

come down by dugout. Judge Salmon orders preliminary action.

Inventory of
said merchandise.

Contents of a dugout belonging to late Sr. Liberge. Formalities described and goods listed in detail, together with business papers. This record will afford a fair notion of current articles of trade at the time. Property committed to Procureur D'Auseville June 15, 1740. Six creditors file injunctions.

June 8.
(114925)
(2900)
fo 15.
16 pp.

Acknowledgment
of debt to
Company of
Indies.

Sr. Louis Le Breton, First Secretary of the Marine, acknowledges his indebtedness to the Company of the Indies for the sum of 4068 livres for slaves acquired from Marie Chevalier, widow of Joseph Faguier to whose succession these slaves belonged; obligating himself to pay the Company in two equal payments within two years and furnishing security for said debt. Signed: Jahan, Le Breton, Bimont, witness, J-B. Faucon Dumanoir, Henry.

Approved by Salmon, Commissioner appointed by the King for the affairs of the Company of the Indies. Document charred.

June 9. 2 pp.
Acknowledgment
of debt to
Company of the
Indies.

Jacques Chenie and his wife, Elizabeth Luies (signature Ysabel Luies), owe the sum of 592½ livres to the Company in balance of an estate account and promise to pay within one month from date. Mortgage security.

June 9.
1 p.
Acknowledgment
of debt.

Army Officer Augustin Le Pelletier owes Mr. Joseph Assailly the sum of 905 livres on a loan payable in Paris on borrower's arrival there. Proviso for preference should Le Pelletier die. Mortgage security.

June 9.
(14929)
(2902)
fo 15.
Annulment of
marriage contract
by mutual
consent, the
parties not
having married.

Sieur Frederic Leonard and Marie Françoise Aubert, (Sr. Joseph Carriere acting as tutor for the latter, who is a minor), before Notary Henry, that marriage contract be annulled by mutual consent, as no religious celebration followed the same; it is agreed that neither of the heretofore contracting parties may be in any way whatever held thereto, for any reason whatsoever. All parties and witnesses have signed excepting said Frederic Leonard who declared that he could not write nor sign.

- June 10. **Jean Frederic Leonard**, son of Jean Baptiste Leonard and of deceased Marie Polar; a native of Behm, Bishopric of Liege, Diocese of Luxembourg, and Marie Jeanne Drapeau, minor daughter of deceased Zacharie Drapeau and of Marie Prou, now married to Guillaume Bosquerat, a native of New Orleans, Bishopric of Quebec. Signed by Marie Jeanne Drapeaux, Jean Baptiste Leonard, Jahan, Marianne Prox, Darby, Bunel, Le Duc, Bourbon, Caron, Henry. September 3, 1740. Demand of Procureur General of the King for registration of above contract. Signed: Fleuriau.
- June 10. **Louise Margane de la Valtrie**, widow first of Captain Charles Dutisné, secondly of Recorder Michel Rossard, to whom she was married on terms of separate property, who herewith authorizes (name left blank) to represent her interests in conjunction with her brother, Sr. de la Valtrie, in the matter of settling the estates of their parents.
- June 10. **"Monsieur Le Pelletier** interested in the King's farms and resident in Rue du Roy de Sicile, in rear of le Petit St. Antoine, Paris, will please to pay at sight this first draft of 240 francs, 5 sous, to the order of Captain De Blanc of Marine troops. (Augustin) Le Pelletier."
- June 10. **Madame Louise Margane de la Valtrie**, Widow of Captain Charles Dutisné and next of Michel Rossard to for procuring copy of her marriage contract, drawn before notary of Quebec.
- June 12. **Mr. Estienne de la Lande Dalcour**, farmer of the plantation belonging to Coustilha's estate files report of the death of two slave children, Janette, aged 3 years and Pierre, a half breed, aged 6½ years.
- June 14. **Bernard Causse**, pilot at Rochefort, but now in transit at New Orleans, has sold a lot of goods on commission, for various merchants at Rochefort. Failing to obtain drafts herein, he has been advised to leave the money on deposit with solvent parties. Accordingly he intrusts the same to Jean Caron; to wit, the sum of 5901 livres. Sundry provisos follow.
- Marriage contract. The man in this contract is the same whose marriage contract with another woman was annulled on June 9.
- Power of attorney.
- Draft on Paris.
- Power of attorney.
- Report of dead slaves.
- Deposit of funds.

- 1 p. Statement of Mr. B. Causse's transactions on behalf of sundry merchants at Rochefort. Total Reckoning: 5901 livres.
- June 14. **Captain Fraussure de Villerz**, sale proceeds, 183
1 p. livres (estate affair) cannot obtain a draft for
Deposit of funds. same and he leaves the money in Recorder's
office.
- June 16. **Inventory of Property**, personal effects, real es-
Inventory of tate and papers of late Jean Baptiste La
property. Pierre, wig-maker.
Creditor Broset files injunction based on
note of 30 livres.
The decedent was twice married and sur-
vived by his second wife who at her marriage
to La Pierre was the widow of Viguier. Each
had a child of the preceding marriage, and
there was a minor of this last,—three sets of
tutors were appointed to these.
- June 20. **Captain Jacques Andre Provost**, of the Ship
Bill of lading L'Aimable Suzanne, 150 tons, has received of
for goods shipped P. Rasteau, three casks of indigo and 14 bun-
from Louisiana dles of deerskins to be delivered to Mr. Ras-
on L'Aimable teau at La Rochelle. Freight will be reckoned
Suzanne. in France, 3 sols and 6 deniers per pound of
indigo and 70 livres a ton for peltries.
Printed form; written entries, partly faded.
Consigned by Paul Rasteau of New Orleans,
account and risks of those interested in com-
mercial package R. by ship "L'Aimable Su-
zanne," bound for La Rochelle. Weight of
indigo 1010 pounds net, freight figures differ.
Value 7176¼ livres.
- 1 p. Invoice of said
merchandise.
- June 22. 1 p. **Francois Gaspalliere**, workman in the tar pits of
Subpoena to Bunel & Co., across the Lake and his fellow
witnesses in workmen Joseph Gatoir and Perron are cited
regard to to appear to testify in regard to what goods
salvage from they saved from wrecked Spanish sloop.
wreck of a ship.
- June 23. **Lassus Marsilly**, widower of late Dame Gene-
2½ pp. vieve Bunel, widow of Claude Trepagnier vs.
Procurer General M. Ignace and Francois Trepagnier; Mr.
reviews the Macarty, spouse of Dame Francoise Tre-
Trepagnier pagnier; Mr. Estienne Dalcour, Attorney for
litigation. Dame Genevieve Trepagnier, widow of Mr.
Huot de Vaubery; all being joint heirs of said
Dame Genevieve Bunel.

Trepagnier the father of the plaintiff is ordered to render a full accounting on the basis of the inventory.

Decision of Council adopts the Procureurs conclusions thereon.

Signed: Salmon, Raguet, Lafreniere.

- June 26. **Mr. Joseph Lassus Marsilly**, being about to start for France qualifies Mr. Francois Jahan to look after his affairs of collection, especially from Mr. Trepagnier the elder, and to settle Company's claim on Mr. Marsilly. Edges worn and blackened.
Power of attorney.
- July 3. **Merchandise of late Guillaume Liberge** to be sold at auction on the morrow, in the house of Attorney D'Auseville.
Sale of goods advertised.
Total proceeds 7874 livres, 5 sols. Proceedings occupied two days, July 4 and 5.
- July 5. **Louis Roy**, father and tutor of Marie Jeanne Roy, widow of Jean Baptiste La Pierre, and Isaac Poisat, guardian in the case, ask leave to sell the property of the estate to discharge the debts; the surplus, if any, to be turned over to tutor.
Sale of effects of the late J. B. La Pierre.
- July 8. 4 pp. Sale of property. Proceeds 834½ livres.
- July 20. Slip. **Hospital Steward Raguet** has received of Mr. Pery, executor for late Jaffre, alias La Liberté, the sum of 500 livres, a legacy to the poor.
Receipt of legacy to the poor.
- July 23. Undersigned R. P. F. Pierre has received from Mr. Pery, executor for the late Mr. La Liberté, the sum of 300 livres on behalf of masses.
- July 26. **Joseph Landal, Alexis Piquet, Jean Chapelle** and Julien Ollivier, ship workmen on the St. Jacques, which is about to leave Mobile for France, petition Judge Salmon to order that said ship be examined by the Captain of the Port.
3 pp.
Petition of ship workman for a survey of the St. Jacques.
- July 26, 1740. Order by Salmon to Sr. de Livaudais, Captain of the Port in New Orleans, to examine the ship the St. Jacques conscientiously and to report thereon.
Notice served on Sr. de La Rondiniere, Captain, and Sr. de la Thiolais, second captain of said ship, the St. Jacques, on petition and order, by Sheriff Lenormand. Document stained.

- July 27. 1. Pierre Caesar vs. Sieur Dausans; defend-
ant shall receive the sassafras in ques-
tion (saxafras) without delay, or other-
wise he shall bear all costs, damages and
interests. Court costs divided.
- Decisions of 2. Rondeau, settler at Pointe Coupée, vs. Louis
Superior Council. Boissiere. For plaintiff for 1000 livres.
Claim based on a slave affair. Signed:
Salmon. Script of Fleuriau.
December 9, 1740. Receipt by Le Normand
for amount of said judgment.
- July 30. **Messrs. Couturier and P. Rasteau** ask leave to
1 p. sell a certain number of negroes in order to
Petition to sell accommodate Mr. P. R. with reference to re-
slaves. trieving some of his advances, now that he
expects to sail for France on family business.
Judge Salmon approves under proviso that the
proceeds be placed with Court Recorder for
securing creditors.
- Aug. 1. Mr. J-B. Claude Bobé Desclozeaux learning
1 p. of the sale proposed by Messrs. Couturier and
Rasteau, would first have them and their fel-
low debtor, Mr. Prevost, discharge a certain
balance debit to the remonstrant, or else let
them furnish good and valid security in
France.
- Aug. 2. 1. Dubuisson vs. Ferchaud estate. For Du B.
2 pp. Costs on estate.
- Decisions of 2. Jean Cariton vs. Gilet and vice versa. Al-
Superior Council. lowance to Cariton for his credit items.
Other claims nonsuited.
3. Pierre Filard vs. Ferchaud estate. P. F.
nonsuited and subject to costs.
4. Piemont vs. Widow St. Agnet. Attachment
in question shall stand available to cred-
itors in due order of sequence. Signed:
Salmon, Louboey, Fazende, Raguet, Bobé
Desclozeaux, Couturier.
- Aug. 2. **Mr. Gerard Pery**, executor for late Bertrand
1 p. Jaffre, alias La Liberté, and Jean Baptiste
Gauvain, husband of Widow Jaffre, agree with
Recorder Henry concerning his commission
fee in connection with estate sale proceedings.
Fee is stated at the sol per livre, which would
be 1/20 or 5%.
- Agreement on fees of auctioneer
in Jaffre sale.

Aug. 4.
1 p.

Opposition to
proposed sale of
Couturier and
Rasteau slaves.

Captain Renaud D'Hauterive, hearing that some slaves are to be sold, and fearing lest his own property (on plantation which he sold to Mr. Bobé Desclozeaux) may have become blended with proposed transaction, herewith opposes the like sale until he be cleared in his terms with Mr. B. D., or else let B. D. furnish security in France.

Aug. 5.
1 p.

The same.

Mr. Francois Jatain, attorney for absent Mr. Lusus Marsilly, opposes the sale projected by Messrs. Couturier and Rasteau; seeing that Mr. M. is creditor for the same slaves.

Aug. 5.
1 p.

The same.

Mr. Gerard Pery files opposition to the sale of slaves contemplated by Messrs. Couturier and Rasteau, both on Mr. Pery's account as credited in the case and also on behalf of Mr. and Mrs. Labro, whom G. P. represents.

Aug. 5.
1 p.

Report of calking.

Report to be made on Brigantine La Providence at St. Malo. Signed: P. Rasteau, Livaudais, Dausant, Jean Pouaf.

Aug. 6.
3 pp.

Decisions of
Superior Council.

1. De la Pommeraye vs. Dalcour. For De la P.
2. Laferme vs. Aufrere. Provisional adjustment. Costs reserved.
3. Broutin vs. Cleveau. Broutin shall prove to satisfaction of Court that the negro in question died by fault of C.
4. Piemont vs. Cave. C. to pay draft and costs; but he may have recourse on his own account where he will.
5. Piemont vs. Widow Dupart. Some accounting first in order.
6. Gauvain vs. Pery, executor of Jaffre. Sale of goods ordered with reference to settlement of estate.
7. Gerbe vs. Doussant. D. to render account. Costs reserved.
8. Claude Vignon vs. De Chavannes. Contingent on arbitration proceedings.
9. Piemont vs. Charles Lemoyne. For P. by course of seizure.
10. Herville vs. Dauvergne estate. H. to fall in line with creditors.

Aug. 7.
3 pp.

Sale of real
property
advertised.

Plantation and also a town lot and other property of late Jaffre, alias La Liberté. Announcement repeated on August 21 and on September 4, when some bids were already reported. Blurred.

- Aug. 8. **Mr. Gerard Pery**, attorney for Mr. and Mrs. Labro and Mr. Francois Jatain, attorney for Mr. Lassus Marsilly, file renewed opposition to the sale requested by Messrs. Rasteau, Couturier and Prevost.
- Further objection to sale by Couturier and Rasteau.
- Aug. 11. **By Poisat** to Sr. Pery for 80 livres, and promise to pay when funds arrive.
- Acknowledgment of debt.
- Aug. 13. **Sr. La Rondiniere** asks permission to sell the brigantine "La Providence," which he has not the means to repair.
- 1 p.
Petition for sale of ship.
- Order to communicate to Procureur General. Signed: Salmon.
- Consent of Procureur General that ship be sold with all its appurtenances, considering its condition and appraisement, he consenting for absent parties. Signed: Fleuriau.
- Court order for sale of vessel. Brigantine La Providence of St. Malo shall be sold subject to usual forms. Signed: Salmon.
- Aug. 16. **Slaves**, pp. 2 and 4; household goods and other articles, pp. 5-11; cattle, pp. 11-12; and two slaves; boats, p. 13. Total is not reported. Document in triplicate, well preserved, one copy partially faded.
- 13 p.
Sale of Jaffre estate.
- Aug. 20. Sale of Jaffre's town property. Site and buildings offered at auction, but withdrawn for further advertisement.
- 4 pp.
- September 17. Property awarded to Sr. Gauvain for 6000 livres, paid cash.
- Aug. 20. Sale of Jaffre plantation. No bid at first auction.
- 4 pp.
- September 17. Property awarded to Mr. Gerard Pery for 1360 livres.
- Aug. 20. **Marie Gausuard**, widow of Thomas Guichard, prays for permit to sell a half lot she owns in New Orleans. Permit granted on compliance with usual formalities. Signed: Salmon.
- 1 p.
Petition to Justice Salmon for authority to sell real property.
- Notice of sale advertised by Sheriff Lenormand and protest against delivery of proceeds of above sale until payment to the Company of the Indies of debt due thereon by J. B. Faucon Dumanoir, its agent.

- Aug. 21. 1 p. **Filed in Registry** by Louis Senet, holding pro-
 curation of Sr. Rasteau, against Sr. Gerald,
 being allowed to withdraw any part of deposit
 he made in Registry until payment of what he
 owes to Sr. Rasteau.
 Protest against
 withdrawal of
 funds from
 registry.
- Aug. 24. **Following will** of deceased Jaffre, called La Lib-
 2 pp. erté, which freed two slaves: Jeanneton and
 Marie Jeanne, her daughter. Widow objects.
 Case is submitted to arbitration. Appraise-
 ment of said slaves followed by judgment
 maintaining the clause for their manumission
 on condition that one-half of the sum of their
 appraisement be raised on the succession for
 account of Widow Jaffre. Signed by Chas-
 tang, Trenaunay, Chanfret, Jahan, Gauvain
 and G. Pery.
 Forced
 emancipation of
 slaves.
- Aug. 25. **By Sr. Joseph Villars Dubreuil**, produced by At-
 (13557) torney D'Auseville. Signed: Dubreuil, Jahan.
 Repudiation of Water-stained.
 bill.
- Aug. 25. **Mr. Dalcourt** files word of marooning negro, Fa-
 1 pp. bou, belonging to Delachaise estate, for sole
 reason of abashment before other negroes on
 account of being caught in an affair of gal-
 lantry.
 Report of
 runaway slave.
- Aug. 30. **By J. Bancio Piemont**. Agent of one Janet, car-
 2 pp. penter, for payment of a bill of 288 livres.
 Goods from cargo of La Marie Francoise.
 Petition granted by Salmon at risk of whom
 concerned. Sheriff Lenormand serves writ of
 attachment on Janet, debtor.
 Petition to
 attach goods.
- Sept. 1. Slip. **Marin** has received of Mr. Pery, executor for
 Receipt. Jaffre, alias La Liberté, the sum of 71½ livres
 for certain "expenses and provisions."
- Sept. 2. Slip. J. Brosset has received of Mr. Pery the sum
 of 67 livres owed by the estate of La Liberté.
- Sept. 2. **Undersigned Guidou** has received of Recorder
 Receipt. Henry the sum of 24 livres, 11 sols, due on
 meat bill charged to late La Pierre.
- Sept. 3. 1. **Dalcour vs. De la Pommeraye**. Alleged sale
 6 pp. is annulled and the negro girl in question
 shall be sold for profit of estate. Defend-
 ant may look to Trudeauu estate for 400
 livres. Costs divided.
 Decisions of
 Superior Council.

2. **Piemont vs. Jeannet and Guillaume.** G. dismissed. J. shall pay claim and costs.
3. **Dumas vs. Darey.** Accounting in process; costs reserved.
4. **Aufrere vs. D'Auseville.** A. nonsuited; previous ruling to stand; costs on A.
5. **D'Auseville vs. Aufrere.** For D'Auseville.
6. **Gation Bridet: Deed of gift confirmed.**
7. **Michel Paquier: _____**
8. **Pierre Hardy: _____**
9. **J. B. Gauvain: _____**
10. **Francois Trepagnier: _____**
- 11-16. **Deeds of gifts confirmed; names extinct to normal vision.**
17. **Frederic Leonard: deed of gift confirmed.**
18. **Joseph Fossier: _____**

Sept. 10.
3 pp.

Procuration.

Granted by Dame Anne Crevier Duvernay, widow of Charles Le Duc de Charleville, resident of Montreal, to Dame Elizabeth Cheval, widow of Sieur Vange, to settle all affairs concerning succession of deceased Charleville, promising to ratify all she may therein undertake until revocation of this present.

Certificate of authenticity of foregoing procuration by Pierre Raimbault, Councillor and Lieutenant of the King in Montreal, Canada. Document badly stained.

Sept. 11.
2 pp.

Notice to public
of proposed sale
of Brig La
Providence.

That in execution of Mr. De Salmon's order, following petition of Sr. de La Rondinniere, Captain of the Brig La Providence, said brig will be sold at public auction on Saturday, 27th of the present month. Signed: Lenormand.

Second and third notices follow this one, also signed by Sheriff Lenormand. Document badly stained.

September 28. Fourth notice and sale of ship.

Sept. 11.

Sale of real
property of Jaffre
estate posted.

Property of late Jaffre, alias La Liberté, to be sold on Saturday, September 17, at 9 a. m., to-wit: plantation of 15 acres front and a town lot with buildings and appurtenances.

September 17. Awarded to Sieur Gauvain for 6000 livres, paid cash.

Sept. 13.	Note of the deceased.....	50 L.
Medical bill against the deceased La Pierre and his wife.	Item , of the 1st of April, 1740, a potion cordial spirited for Mr. La Pierre.....	4 L.
	Of the 2nd of the said (April) contin- ued the same potion.....	4 L.
	Of the 3rd of the said (April) contin- ued the same potion.....	4 L.
	7th, 10th, purged	5 L.
		67 L.
	For dressing done since the 10th of May, when I opened the first gather- ing, till the 22 June, dressed twice a day	100 L.
	For the widow, one bleeding.....	1½ L.
	A medicine (physic).....	5 L.
	Total, 67 + 106½.....	173½ L.
	Deduct	16 L.
	Net	157½ L.
	Received of Mr. Henry the sum of 157½ livres in discharge of this account at New Or- leans this 13 Sept., 1740. Cendret.	

- Sept. 19.
2 pp.
Decisions of
Superior Council.
1. Henry Lazou vs. Chapeller. Maritime suit. H. L. allowed his salary claim, and he may withdraw whither he will. C. shall submit a certain victualing account in 8 days; costs reserved.
 2. Joseph LeQuintrek (Dupont) vs. Joseph Blanpin. Contract of partnership to stand until January 1, 1744. Any deals which B. may have made with other partners are void. Costs divided. Signed: Salmon, Bobé Desclozeaux, Raguét, Fazende, Cou-
turier, Fleuriau.

Sept. 21.
Receipt.

"Undersigned Brunet" (who makes his mark), blacksmith, has received of Mr. Pery, executor for late La Liberté, the sum of 52 livres for work rendered.

Sept. 22.
30 pp.
Account and
distribution of
Jaffre estate.

Recorder Henry's tabulation of the goods of deceased Sieur Bertrand Jaffre, alias La Liberté, submitted to Mr. Gerard Pery, executor, and to Mr. Jean Baptiste Gauvain, husband of Louise Soularde, widow of said Jaffre, and sharing his property conjointly. Recorder

Henry had charge of sales. Parties were married on basis of contract formulated at Isle d'Oleron, S. 1717; the nuptial benediction was given at San Domingo, S. 26, 1718, by Chaplain Harssant, of ship La Dauphine.

Will discussed, pp. 2-4; receipts (assets), 5-10; tar items, p. 10; expenses, 11-23; dowry of 30 livres, p. 20; Court costs 2188 livres, p. 22; abatements (on solvent notes), p. 24.

Summary, pp. 25-28; balance credit, 38,208 livres, 16 sols, divided evenly between Executor Pery and Widower Gauvain. Net residue for heirs, 16,699 livres, 8 sols.

Received payments, Oct. 5 and Dec. 25, 1740, 3-12—1742, pp. 29-30.

Receipt. J. Brosset has received of Mr. Pery the sum of 390 livres for 260 empty "quarters" owed by estate of La Liberté. "Empty quarters" appear elsewhere in connection with tar trade. Eg. Jaffre Estate account, p. 9, first item in Chapter VIII.

Sept. 25.
Letter.

Letter from Sr. Labro, concerning financial transactions. No address. Simply: Gentlemen.

Sept. 25.
3 pp.

Suit before
Superior Council
to specifically
enforce sale of
land.

Joseph Daufin avers that he bought 18 arpents from Sr. Senet payable in three years and furnished security and bond to the Company of the Indies and he prays to be put in possession on condition of Mr. Dubreuil being security for said Daufin. Notices of said sale were published during Senet's life and Du Breuil signed sale. Prays for citation of Rasto, tutor of minor heir of said Senet.

Sept. 26.
Letter to Paul
Rasteau of
Louisiana.

By Sieur Aubruchet from La Rochelle, asking Mr. Rasteau to remit to Mr. Guinot funds remaining in Rasteau's possession for him as he will not go to Martinique this year, etc.

Sept. 26.
Invoice.

Copy of invoice of merchandise left to Sr. Herbert, to sale on basis of half profit thereon. Signed: Aubrechet.

- Oct. 1. 1 p. **Louis Pierron**, called Vendome, states that to pay his debts to the Company of the Indies and to private individuals, he wishes to sell a half lot with buildings thereon, on Royal Street in New Orleans, adjoining Sr. Saucier on one side and Sr. Brantan on the other, also a negress, by which sales he hopes to liquidate his debts. October 1, 1740. Granted on condition that proceeds be deposited with Sheriff, who will pay to whom due. Signed: Salmon.
- Petition to Salmon for permission to sell real property and a slave for the purpose of paying debt to the Company of the Indies, etc.
- Oct. 1. 4 pp. **Decree of Council** ordering sale of the brigantine La Providence, following petition of its Captain, Sr. de la Rondiniere, and detailed statement of repairs to be made and costs thereof, for which the Captain has neither workmen nor funds, and detailed statement of different bids on said boat and its final adjudication to Sr. Marin Lenormand. Signed: By the Council.
- Final decree of Superior Council confirming sale of Brig La Providence.
- Copy from Paris of the deed to the Brig.
- July 6, 1750, at Paris. Transfer of above mentioned brigantine by Marin Lenormand to Antoine Chapelle on conditions enumerated heretofore. Passed in Notary's office in New Orleans the above day, month and year.
- This is a copy; no signatures but Lenormand, Chapelle and "We, undersigned Notary," are cited as having signed. Document is badly stained, with ragged edges and cramped script. It covers four pages.
- Oct. 1. 1. Deverges (for Fusilier) vs. Ferchaud estate. Follow order of creditors. Costs reserved.
- Decisions of Superior Council in sundry suits. 2. George _____ vs. Attorney D'Auseville. Plaintiff nonsuited. He may look where he will and pay costs.
3. Widow St. Agnet vs. Moreau. For Madame.
4. Louis B. (St. Louis) vs. Lemoyne. For L. B.
5. Dauphin vs. La Rochelle. For Dauphin.
6. _____ Daniel _____, guardian of Senet minor. Proposed sale void. Costs divided.
7. Widow St. Agnet plantation sale allowed in due form.
8. LaCombe: Arbitration, verdict confirmed.
9. Gerbe vs. Daussant. For G.
- Oct. 5. **Statement** of funeral fees on account of late Jean Baptiste La Pierre. Itemized charges under two heads, burial and service. Total, 91 livres. Received to Recorder Henry by R. P. F. Pierre.
- Funeral bill of La Pierre.

Oct. 5. Dr. Prat has received of Mr. Henry the sum of 126 livres due by estate of late La Pierre, wigmaker, for treatment between September 9, 1739, and March 12, 1740.

Receipt from Dr. Prat in same matter.

Oct. 11. **Petition to Mr. Salmon**, by Jacques Judice, resident of New Orleans, stating that having entered into an agreement with Madame Petit de Livilliers, and having been retarded for over two months, he claims indemnity for lost time. Detailed statement of expenses incurred and request that said Dame Petit de L. be cited before Council on these facts and on privation of negroes, who were to help during 10 months. Signed: Jacques Judice.

2 pp.

Suit for damages for delay in performance of agreement.

Citation issued by Salmon and notice served on Madame P. de L. to appear before Council at its next session, by Sheriff Lenormand.

5pp.

Itemized account of the above claim.

Statement October 15, 1739, September 29, 1740, of negroes withdrawn from partnership of Judice and Dame Petit de L. by the latter. Report on white men employed and their work. These statements of slaves withdrawn and other work done by white laborers and expenses are on separate sheets, both signed by Jacques Judice.

Oct. 11. Slip. **Receipt** by J. Loyson de la Rondiniere to Henry, Clerk of Council, for sum of 3200 livres for sale of the brigantine La Providence of St. Malo.

Receipt for price of sale of La Providence.

Oct. 12. **Petition to Superior Council** by Mathurin le Hureau and his wife, Perine Kedé, stating that said Marie Kedé had purchased in 1738 a lot for her daughter, Marie Robinet, issue of her first marriage, from Sr. Faverot who reserved the right to take part of it to build on, against an exchange. That besides such reservation carries with it "right of nullity" before the law. Request that their right be confirmed and that Sr. Faverot be cited to answer thereon.

1½ pp.

Suit to annul clause in deed.

Citation issued by Salmon and notice served on said Sr. Favrot, Marine Officer, by Sheriff Lenormand.

Oct. 18. Slip. **Certificate** by Surgeon Meuillon and report concerning condition of one Feugere, due to bad treatment undergone at Sr. Elbert's.

Physician's certificate.

Oct. 22.
4 pp.

Power of
attorney.

Rochefort, Oct. 22, 1740. Michel Potut, ship carpenter, his wife, Marie Blanchet and their daughter-in-law, Anne Moreau, widow of Francois Pascaud (the said present Mrs. Potut was formerly wife of late Pierre Pascaud), heirs of late Francois Pascaud, their husband, son and stepson, to Pierre Moreau for collecting funds left by said F. P., deceased husband, son and stepson. Pierre Moreau receipts to Mr. Henry for amount accruing. (April 25, 1741.)

Oct. 25.

Power of
attorney.
(Rennes).

Sieur Noel Duchemin, clerk in Treasury of the States of Brittany and Guardian of Delle Marie Louise Catherine Dameron, to Sieur Jean Baptiste Claude Bobé Descloseaux, Comptroller of the Marine in Louisiana, for collecting said ward's avails in her parents' estates. Seal of Messire Jean Baillon, Seneschal of Rennes.

April 11, 1742. Mr. Bobé Descloseaux receipts to Recorder Henry for 6000 livres.

Oct. 25.

3 pp.
Suit by sailors
for salary and
for recovery of
merchandise
from the ship
"Les Deux
Amis."

Petition to Mr. Salmon by "Dom Conne," called "Figaren," second captain of the ship "Les Deux Amis," commanded by Antoine Chapellet, owner of said boat in partnership with Sr. Gerard Pery, said Conne acting for Francisque Gomes, Antoine Roubet, Francisque Morales, sailors on said ship as well as for himself in demand for their salary and for certain merchandise (sarsaparilla) which Sr. Cossuel (elsewhere Conne) was to sell for their profit and which is deteriorating in the warehouse, where Sr. Pery holds it under pretext that he received it in part payment of his share of the cargo.

Citation of Sr. Pery by Salmon.

Notice served on said Pery by Sheriff Lenormand.

Document badly stained and in parts hardly legible.

Oct. 26.

1 p.

The captain of
Les Deux Amis
admits the above
claim.

Declaration before Marine Treasurer. Sr. Antoine Chapellet affirms that the merchandise claimed by Cossuel is his and that he owes each of the three Spanish sailors as per contract a salary of 10 piastres per month.

Certified by Sr. De Lapommerais, October 26, 1740. Document stained.

- Oct. 27. **Sr. Francois Caue** acknowledges his indebtedness to the Company of the Indies in the sum of 6462 livres, 4 sols, 4 deniers, in current specie instead of the sum of 12,924 livres due by the estate of deceased Sr. Martin Henry de Mirbaize, Squire de Villemont, as per account signed by Dame de Villemont and by Sieur Prevost on August 2, 1731, for like sum due by Sr. Caue to said Dame de Villemont for slaves, lots, etc., which indebtedness Sr. Caue promises and obligates himself to pay in the course of next year, furnishing mortgage security for payment of said 6462 livres, 4 sols, 4 deniers. Certified by Henry, Notary. Approved by Commissioner of the King for the affairs of the Company of the Indies. (Collated copy.) Signed: Henry, Notary. Document torn in lower margin.
- 2 pp.
Acknowledgment of debt to the Company of the Indies.
- Oct. 29. **Granted** to tutor of Louis Catherine Dameron, aged about 12 years, daughter of deceased Antoine Dameron and Catherine Duchemin, to collect all claims and act for her in settlement of succession of deceased Dameron, apothecary of New Orleans. Signed by Le Court and Sillegue. Certificate of authenticity by Fresson in bailiwick of Versailles.
- 3 pp.
(Collated copy).
Procuration.
- Nov. 3. **Sr. Damien de Lagare** and his wife, Marie Anne Charlotte Bonnaud, only daughter and heiress of late Arnauld Bonnaud and his wife, Dame Marie Anne Buisson, to Mr. Augustin Chantalou, now at Lalsene, for collecting from owners of Chaouachas grant the sum of 4887 livres and interest thereon. Subjoined note on decease of Dame Du Buisson, widow of Arnaud Bonot; date, September 8, 1738.
(Lalbene Dauphiny.)
- 3 pp.
Power of attorney.
(Lalsene in Dauphiny).
- Nov. 4. Official certified extracts to establish the above claim of 4887 livres.
- 3 pp.
- Nov. 4. **To claim and complaint** of Sr. Cosme, second captain of his crew. (See Oct. 25, 1740. This name is spelled as Conne, Cosuel and Cosme.)
- 1½ pp.
Defense and answer of Sr. Gerard Pery.

- Nov. 5. 1. Mathurin Lemors and his wife vs. Mr. de Favrot. (More time allowed, one year from date) for defendant to carry out terms of his option; otherwise plaintiffs may act as they see fit. Costs reserved.
- Decisions of Superior Council. in sundry suits.
2. Jacques Judice vs. Dame Petit de Livilliers. Out of Court, J. J. nonsuited. Costs divided.
3. Don Cosme vs. Chapellet and Pery. (Maritime suit.) Don C. may sail as pilot on board Les Deux Amis and his designated sailors may withdraw whither they will. Provisos on victualing and salary accounts covering time at New Orleans and prospective trip to Spain. Proviso on item of sarsaparilla. Costs divided.
- Nov. 5. **Petition to Council** by Procureur General of the King for an inquest and examination by surgeon, of the body of Sr. Des Essarts, cadet in the troops, who died of a bayonet wound in his chest, inflicted by one Gauvain, innkeeper. Signed: Fleuriau. Petition granted by Salmon.
- Petition for inquest on dead body.
- Nov. 5. **Report of Examination of Corpse** of Sr. Charles Chauqin Dessarts by Surgeon Cendret, signed by Cendret, Prat and Fleuriau.
See entries Nov. 7, 8 and 11.
- Surgeon's Inquest.
- Nov. 7. **Examination of witnesses** brings out the fact that one de L'Essard was mortally wounded by innkeeper J-B. Gauvain, in sequel to a quarrel at billiards. The wounded man admitted himself to be the aggressor, and asked pardon; in view of his imminent death, as the data seems to forecast it, a confessor was summoned. Case referred to the Procureur General, who orders arrest of Gauvain for due trial thereafter. (Stained.)
- 16 pp.
Testimony on death of l'Essard.
- Nov. 8. The Council issues order for arrest and trial of Gauvain for slaying L'Essard.
- 1 p.
- Nov. 11. **Judicial visit.** Sr. Lenormand reports he searched Jean Baptiste Gauvain's house where he had gone to arrest him, following an order given following death of des Essarts, wounded by said Gauvain. His wife said that he was not in the house; it was thoroughly searched, even to the pigeon house and proces verbal of said
- The sheriff searches for Gauvain and fails to find him.

search was drawn up and signed by the Sheriff and witnesses. Document stained and ragged.

Nov. 12.
1 p.
Decisions of
Superior Council
in sundry suits.

1. Ignace Petit, having renounced his claims with reference to the late de L'Essard, Council orders the deceased's goods sold for paying lawful creditors. Costs on estate.
2. Francois Lemelle (Bellegarde) vs. Pradel de la Chaise. F. L. nonsuited; costs on himself.
3. Chastang vs. Couturier and Rasteau. Chastang nonsuited; costs for his pains.

Nov. 12.
2 pp.
Procureur
General reports
on suit.

Francois Durcy, husband of Catherine Fontaine, daughter of late Claude Fontaine and Marie Anne Haussecorne; in encounter with Gilbert Dumas Lempilleur, widower of said Marie Anne Haussecorne, and doing for one Janneau, son of David Janneau, first husband of Widow Haussecorne, and of said widow. Account rendered by Dumas shall stand.

Decision of
Council thereon.

Subject to defined provisos including sale of goods in the inventory dated December 7, 1739. Dumas shall also return a sum of 417½ livres to Haussecorne estate. Allowance under detailed instructions of 1000 livres to Dumas. Parties nonsuited in other demands. (Fleuriau.) Torn and worn.

Nov. 14.
No 857.
3 pp.
Judgment of
Superior Council.

Decision between Francois Duret, husband of Catherine Fontaine and Gilbert Dumas Lempilleur, widower of Marie Anne Hausse Corne, acting for Jacques Janneau, son of David Janneau and Dame Haussecorne, who was then his wife.

Nov. 23.
Slip.
Testimony of a
"savage."

Testimony of one Francois (savage), signed with his ordinary mark, that he remitted to Sr. Doseville a casket locked with a key, a covered brass kettle, brandy, bricks (6), and a cheese . . . belonging to Franchoise Ré and that Augustin, natural son of Liberge took the said Ré's coat. Given at "Caskakias" by "Francois, hired man of Liberge," also signed by Sostaner and Cemsing.

Dec. 3.
2 pp.

Excerpt from
registers of St.
Benoit's Parish,
at Paris.

Recording baptism of Elizabeth Fournier in 1773, daughter of Francois Fournier and Claude Durand. Baptism of a daughter of Nicolas Christophe and Claude Durand. Marriage contract of Elizabeth Fournier and Jean Bonnet.

Dowry given by Sr. Bonet to Elizabeth Fournier. Decease of Elizabeth Fournier, widow of Sr. Bonnet. Renunciation of Jeanne Elizabeth Bonnet to her mother's succession. Document stained, torn and exceedingly pale. Duplicate in good script.

Dec. 3.

Decision of
Superior Council.

1. Gerbe vs. Francois Jahan, Attorney for Daussant. Further in process.
2. Chapellet vs. Pery and vice versa. Adjourned.
3. Procureur General vs. Jahan and inversely. Jahan has charge of Gauvain's goods. Proceedings ordered with reference to appointment of a trustee for Madame Gauvain and subsequent diversion of her property.

Dec. 10.

Decisions of
Superior Council.

1. Roquigny vs. Assaily. Messrs Assaily and Daunoy shall pay R. his residue salary claim of 1166 livres the land grant however may have recourse to estate of late _____ (name effaced).
2. Chapellet vs. Pery. Papers to be submitted for examination. Costs reserved.

Dec. 21.

Slip.

Memorandum of
account.

La Pierre to Cloville Dr.

1738—Dec. 4.—1 pair silk stockings 12 livres
1739—Jan. 5.—1 silk handkerchief..... 3½ livres
Received payment Dec. 21, 1740.
Signed: Paul Cloville.

Dec. 21.

2 pp.

Memorandum of
account.

Items owed by late La Pierre, wigmaker, from cargo of La Reine des Anges, of La Rochelle. (very wide miscellany: cheese, wine, soap, salt cellars, razors, pepper, dry goods, & other sundries domestic or of household utility. Total bill, 279 livres & ; gross Net—109 livres.

Receipted to Mr. Henry by J. Bancio Piemont.

Dec. 24. **Ives Le Moeur**, alias d'Albert claims 350 livres from La Combe for lost time; also let La Combe furnish another dugout in place of the one that he borrowed. These demands are interwoven with some particulars bearing on tar trade. Petitioner is a cooper.
Action allowed. Notice served on Jan. 19, 1741.

Dec. 26. 2 pp. **Petition by Mr. Prat**, physician of the King, for recovery of debt from Mr. de Chavannes.
Physician sues for services.

Dec. 29. **Protest Filed in Registry** against Delle Cristophe allowing titles, papers and anything whatsoever leaving her possession unless they be turned over to Elizabeth Bonnet, wife of Mr. Le Prestre.
1 p.
Protest against delivery of property.

Copy of said protest left with Sr. Bernaudy, Attorney of Vacant Estates at Mobile, at his domicile, at the Procureur General's, Hauteville Street, Parish of St. Genevieve. Received by his porter.

Document signed by Leschot, (Sheriff), Mr. de La Roux, secretary of the Procureur General.

Dec. 30. **(Pointe Coupée.)** One Herbert fell into an angry dispute with Officer de La Houssaye and blows ensued.
Report of an affray in Pointe Coupee.
No conclusion appears in this record.
Document is largely effaced.

(To be Continued.)



**INDEX TO THE SPANISH JUDICIAL RECORDS OF
LOUISIANA
XVIII.**

April-July, 1774.

(Continued from April, 1927.)

By LAURA L. PORTEOUS

1774—April 11.

**Henrique Desprez vs.
Francisco de la Barre.**
No. 3767. 6 pp.
Court of Governor Unzaga.
Assessor Cecilio Odoardo.
Escribano Juan B. Garic.
Suit for debt dropped as
defendant produces receipt.

Plaintiff claims 240 pesos and asks for verification by defendant. Nicolas Fromentin, deputy sheriff, reports he went to defendant's plantation, saw him and he declared he owned plaintiff nothing, having paid the debt and he exhibited the receipt.

April 15.

**Joseph Loppinot vs.
Juan Villeneuve.**
No. 3780. 38 pp.
Court of Governor Unzaga.
Assessor Cecilio Odoardo.
Escribano Juan B. Garic.
An appeal tried before the Cabildo.

This record begins as a suit to enforce the findings of arbitration. Defendant denies he agreed to arbitrate, but the case takes a wide scope, resulting in a judgment by the Governor against plaintiff who appeals to the Cabildo. That body disagrees with the Governor and refers the case

to three learned doctors of the law at Havana, either of whom is authorized to decide it. This results in a report confirming the Governor's decision. In consequence we have here a most valuable contribution to the substantive law on the subject of responsibility for the death of a slave and most important of all, we have the first report of an appeal to the Cabildo. In this latter aspect the record is an historical source of great interest, for the papers covering this procedure are the first instance of an appeal to the Cabildo and thence to Havana. For this reason we have translated the record in full and it will shortly be printed as a separate paper.

April 24.

**Action taken by
Leonardo Mazange
as bondsman for
Augustin de Macarty.**
No. 14. 5 pp.
Court of Governor Unzaga.
Assessor Cecilio Odoardo.
Escribano Andres Almon-
ester.

Leonardo Mazange sets forth that in the sale of the movable effects of the late Juan B. D'Etreaan (Destrehan) Augustin de Macarty bought several items and plaintiff became his surety for the price of adjudication. As the payment for these items has never been verified he asks that the Escribano give him a certified copy of the

sale of such items as Macarty bought. Petition granted and a certified copy is made by Almonester and filed with the record. It appears therein that Macarty had bought to the extent of 80 pesos 5 reales. Plaintiff thereupon avers that as this principal has not been paid a writ of execution should issue against Macarty's estate for this amount. The writ is ordered issued. The record ends with this ruling.

April 27.

Carlos Frederico Darensbourg vs. the estate of the deceased Francisco Caue.

No. 3766. 6 pp.

Court of Governor Unzaga.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

To collect a bill of exchange.

Plaintiff holds a bill of exchange drawn by Juan Drouet, executor of Moulin's succession against the daughter of the late Francisco Caue, for 148 pesos, 6 reales. Which bill was received in due course for a valuable consideration and the same has not been paid by the drawer, Mrs. Peyroux de Rochemolive. The bill is in the following wording:

"Madame in two months at sight you will please pay by"
"first exchange to the order of Mr. Drouet the sum of seven"
"hundred and forty four livres in piastres gourdes value"
"received from the said gentleman in arrangement and for a"
"balance on account with the late Mr. Moulin of Paris and the"
"late Mr. Coue, your father. At Paris this 14 of August 1773"
"(Signed) Peyroux de Rochemolive. To Madame Peyroux at"
"New Orleans in Louisiana."

Mrs. Peyroux answered that she has no money with which to meet the draft; that all she has is 300 pesos in Joseph Ducros' keeping the amount realized from the sale of a negress named Martha and she consents plaintiff shall be paid out of same. She prays the Court to order the debt paid. Leonardo Mazange as curator to the de Caux (Caue) minors protests against the payment but Unzaga on Odoardo's advice orders the debt paid and a receipt taken for the money. Costs taxed at 5 pesos, 6 reales.

April 29.

Maturino a creole negro asks for a writ of execution against Manuel Souby.

No number 10 pp.

(from pages 4 to 14)

Court of Governor Unzaga.

Assessor Cecilio Odoardo.

Escribano Andres Almonester.

The first three pages of this record are missing, the next page is a petition for execution as defendant has acknowledged the debt. The writ is issued to collect 175 livres. Nicolas Fromentin, deputy sheriff, reports that he carried the writ into execution and seized a house on Bourbon Street belonging to Manuel Souby situated between Francisco Braquier's and Mr.

Maxent's houses. Francisco Broutin, attorney for plaintiff, asks for an order to sell the house that has been seized. He names Francisco (Bijon) as his appraiser and prays the defendant be ordered to do likewise. Petition granted and Bijon qualifies and appraises the house and lot at 150 pesos, in the presence of the escribano. The three public calls are made for the sale of the house. The record ends with a plea for the final call and auction sale of the house. The folio is fragmentary and in bad condition.

May 3.

Succession of Juan Perret.
No. 3796. 155 pp.

Courts of Alcaldes Nicolas Forstall and Carlos de la Chaise.

Assessor Cecilio Odoardo.
Escribano Juan B. Garic.

This succession is opened with the filing of the will wherein the testator names as his heirs his grand children viz., the seven children left by his late son, Alphonse Perret and his wife Mariana Pigeol, Puigeol, Pujol or Pingaol and the four children of his daughter Mariana Perret and her late husband

Joseph Fossier. His two children are dead. He can not call each one (grand children) by name as he does not know their baptismal names. (Note: these heirs are Noel, Alphonse, Joseph and Alexis Perret, over fourteen years and Mariana, Puigelle and Carlos under fourteen and Juan Joseph, and Alphonse Fossier, Maria Francisca Fossier and Juana Josepha Fossier, wife of Charles Jouet. Alphonse Fossier is also called Zacharia.) These heirs are to share in equal parts and not by representation of their parents. (Note: clause 4 of this will is contested by Angelica, a free negress, see entry May 25.)

Antonio Mermillion, testamentary executor asks to make an inventory. This petition is granted and the escribano ordered to summon the heirs to appear as the greater number of them live at the German Coast. The Perret heirs name Leonardo Mazange as their curator ad lites. He accepts and qualifies. Juan Joseph and Alphonse Fossier name Luis Ranson to look after their interests as they live too far away and are too much occupied to come to the city or to remain there any length of time. Both sides then name their appraisers for the taking of the inventory. Nicolas Rimbault to represent the Perrets and Francisco Lioteau the Fossiers. The appraisers qualify.

These preliminaries being concluded, the inventory and appraisal of the estate is begun in the testator's house, corner of Bourbon and St. Louis Streets in the presence of Nicolas Forstall, Regitor Perpetuo and Alcalde Ordinario, Antonio Mermillion, testamentary executor and guardian of the estate, Leonardo Mazange, attorney and curator for the Perret minors, and also representing two of the Fossier heirs, and Francisco Lioteau and Carlos Rimbault appraisers. This inventory shows the usual household effects, notes due the estate etc.

On the request of Charles Jouet it is ordered discontinued. He presents a notarial act appointing Luis Ranson to represent his interests and a procuration dated Beriers, Montpellier, France, December 31, 1771, by which Marie Françoise Fossier appoints her brother-in-law and tutor to act for her in New Orleans to settle all affairs appertaining to her parents and grand parents' estates. He alleges that he represents two of the Perret heirs, his wife née Fossier and his sister-in-law yet an inventory has been made without his presence which might result in prejudice to his interests. He prays for an order naming him to assist at these and all other proceedings. His affairs are taking him out of the colony as he is about to leave for France, he appoints Francisco Broutin as his attorney to act with his agent Luis Ranson. This petition is granted and the taking of the inventory resumed. Luis Ranson later asks to be recused as his private affairs do not leave him sufficient time to devote to his clients' interests. Francisco Broutin then takes entire charge of the Fossier interests.

In the new inventory besides the household effects there is a slave, some real property together with various titles, papers and debts for and against the succession. Included among these is noted the marriage certificate dated December 28, 1723, of Juan Perret and Anna Maria Morel. When the inventory is finished Leonardo Mazange asks to have Pedro Coudrain appraise the silverware, which he does. The interested parties petition to have this inventory approved with the interposition of a judicial decree commanding all to abide by it. This Alcalde Forstall does on Odoardo's advice.

The testamentary executor states that there is a slave called Janet who can not be leased, rented nor hired out and as her maintenance is an expense he asks for an order to sell her at public auction. There is also a barrel of wine that he would like to dispose of. Petition granted and Nicolas Jourdan, public crier, gives the necessary calls. Whereupon Francisco Broutin asks for the sale of the entire estate. All parties being willing the Court appoints the day for the sale. The entire estate having been sold Francisco Broutin asks that Antonio Mermillon, as testamentary executor give an account and sworn statement of his administration of the estate. This he does, filing as vouchers:

- 1st A receipt from Father de Quintanilla for a legacy of 40 pesos to the Charity Hospital.
- 2nd Doctor Montegut's receipt for 35 pesos for medical services.
- 3rd Father Dagobert's receipt for funeral expenses 22 pesos 5½ reales.
- 4th Armand and Hubert's receipt for singing at the funeral 5 pesos, 4 reales.
- 5th Panquinet's receipt for tolling the bell 1 peso.

6th Champion's receipt for the coffin 4 pesos.

7th Domingo Forcan 15 pesos for guarding the possessions of the late Juan Perret for ten days.

The statement of accounts appear as:

Credit	908 p.	0 r.	½ m.
Debit	238	7	½
<hr/>			
Total	669	1	—

Active debts for collection 3467 pesos.

This account and sworn statement is contested by Francisco Broutin and Leonardo Mazange each one drawing up his own statement. The latter says the effects of the estate should read:

Credit	908 p.	0 r.	½ m.
Debit	176	5	
<hr/>			
Total	731	3	½

Debts for collection 3467.

Broutin makes his RESUMEN:

Credit	4223 p.		
Debit	339	1 r.	
<hr/>			
Total	3883 p.	7 r.	

Taxation of costs which amount to 283 pesos, ½ real, to be added to the above debts of the succession when the partition is ordered made in accordance with the accounting rendered by the testamentary executor which is approved by the Court.

The case passes into Alcalde de la Chaise's Court where Francisco Broutin contests the partition of the estate as per will of the testator, specifying that it is contrary to law and justice, as one-half should belong to his wife's estate. If Mr. Perret wished to leave to some heirs more than others he should have done so out of his own one-half, but has not the right to dispose of his wife's share. He therefore asks that one-half of the Perret property be set aside as Mrs. Perret's, divided into two equal parts, then each part subdivided among the two sets of heirs.

In answer to this Leonardo Mazange asks that the Escribano be ordered to give him a certified copy of the inventory and partition of Mrs. Juan Perret's estate made at the time of her death. Juan B. Garic certifies that no such document was ever filed in his Archives nor has any partition ever been

made of her estate. Mazange then asks that witnesses be called to give the necessary evidence so as to avoid costs and other lawsuits that may be occasioned since Mrs. Perret's succession was never opened.

The witnesses testifying are Salomon Malline, Andres Bodaille, Juan Carriere, who declare that in order to avoid further litigation and costs it is advisable to divide the Perret estate into two parts, Mrs. Perret's share to be halved, the one portion going to the Perret minors to be divided into seven parts, and the other for the Fossiers into four parts. The remaining one-half of Mr. Perret's estate to be divided into eleven shares in conformity to his will.

All interested parties agree to the partition suggested by the three witnesses and with their consent Alcalde de la Chaise on Cecilio Odoardo's advice orders this division made by Manuel Andres Lopez Armesto, who first taxes the costs for these last proceedings at 34 pesos, 4 reales. The partition, according to the Court's ruling of this estate which amounts to 3683 pesos, gives to each one of the seven Perret heirs 263 pesos, 1 real, and to each one of the four Fossiers 460 pesos, 3 reales, 25½ maravedi.

All litigants express themselves as satisfied with this division and agree to abide by it, asking for its ratification. The Court approves it, interposing its judicial decree.

May 19.
**Saloman Prevost vs.
Charles Maret de la Tour.**
No. 3791. 6 pp.
Court of Governor Unzaga.
Assessor Cecilio Odoardo.
Escribano Juan B. Garic.

To collect a note to which
defendant pleads payment and
prescription.

Plaintiff presents the original note for 55½ pesos which he wishes to collect from the de la Tour succession. He asks that the son of the deceased verify his father's signature. Carlos de la Tour answers that the debt was paid in potatoes, tares and rice in 1746. He further states that his father had told him of this note before his death and had said

that he had settled his indebtedness to Juan B. Prevost but that every time he asked Prevost for the original he made some excuse about having to look for it and as time went on the debt became prescribed. His late father then tore up the letters and papers appertaining to the affair, never thinking that Mr. Prevost's heirs or assigns would put in a second claim 29 years later. He protests against this demand in due form since the note is prescribed and he takes oath according to law that the debt has been paid and asks that the suit be excluded and the plaintiff condemned to pay costs. This is sent to the opposition, which ends the suit.

May 20.

Anna and Elena, daughters of Isaac Guinault, name Julien Le Sassier as their curator and in his name prosecute an action against their stepfather Alexandro Reboul to recover their shares of their deceased father's succession.

No. 3774. 90 pp.

Court of Governor Unzaga.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

Lioteau as appraiser and asks that Mrs. Guinault-Reboul name hers and also an attorney to represent her in this cause so that an account may be given of the Guinault estate. For this purpose he needs a copy of the inventory made at the time of Isaac Guinault's death and after this certified copy has been presented that an account and sworn statement be given of the estate as it now stands.

The first inventory made in French is dated September 9, 1766, and is taken at the request of Marie Louise Voisin, Widow Guinault as tutrix of her minor children. This inventory runs 43 pages and represents a very extensive estate.

According to the curator's statement his minors should receive 2403 pesos for the one-half of the estate and 1149 pesos for the one-half of the notes and accounts of the various debtors who have paid their obligations in pesos, and 11,118 pesos for the notes and accounts that have been settled in the paper money of the colony.

He renews his charge that Alexandro Reboul having married the widow, is wasting the Guinault estate and prays that he be ordered to give an account of it and names Francisco Lioteau to appraise it; that Reboul be ordered to name his appraiser within a short space of time.

Unzaga on Odoardo's advice orders Reboul to render this account and sworn statement within fifteen days and in obedience thereto Alexandro Reboul presents the account and inventory.

Mr. Le Sassier contests this account, saying he has not included the full amount of the notes he has collected which is clear proof that he has wasted the estate. Besides it is necessary to make clear by inventory if the real property, movables, effects, slaves and notes exist in conformity to the accounts presented. It is also necessary to appraise them so as to make it clear what amount is lacking to make up the part that belongs to the minors.

The petitioners, both more than 14 years of age, say that they wish to demand their rights to their legitimate patrimony from their step-father, Alexandro Reboul. For this purpose they need a curator ad lites, and accordingly suggest Julien Le Sassier for this trust. He accepts and qualifies and thereupon alleges that Maria Guinault, mother of the minors, has married Alexandro Reboul who is wasting her children's property to their great prejudice. He names Francisco

Lioteau as appraiser and asks that Mrs. Guinault-Reboul name hers and also an attorney to represent her in this cause so that an account may be given of the Guinault estate. For this purpose he needs a copy of the inventory made at the time of Isaac Guinault's death and after this certified copy has been presented that an account and sworn statement be given of the estate as it now stands.

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An appraisalment is thereupon made according to Reboul's inventory by Esteban de Quinones acting for the Guinault minors, and Francisco Lioteau for Mrs. Reboul, which is perfectly satisfactory to Julien Le Sassier and approved by him with the reservation for the discovery of other property.

Rebout petitions, saying that since no objections are offered by the opposition, to the last appraisalment, he asks the Court's approval and its intervention by judicial decree and to condemn the parties to abide by it. Costs are taxed May 6, 1778, by Manuel Andres Armesto at 169 pesos, ½ real.

May 25.

Angelica, a free negress, petitions for the clothes, linen and furniture left her by will of the late Juan Perret.

(See Entry May 3).

No. 3756. 12 pp.

Court of Alcalde Forstall.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

Angelica petitions, saying that in clause 4 of the late Juan Perret's will he left her all his clothes, linen, furniture and movables in the house and as all have been inventoried she asks that Antonio Marmillon, testamentary executor of the deceased, deliver the effects to her without delay. This petition is sent to the heirs. Leonardo Mazange, curator to the minor, Alphonso Perret,

answers saying that according to law the wishes of a testator should be carried out, therefore he asks that the guardian of the estate turn over the effects to the petitioner. Joseph and Alphonse Faussier, grandsons and co-heirs of Juan, also consent to carrying out the clause of the will making Angelica legatee for the clothes and household effects.

Louis Ranson acting for Carlos Jouet, also an heir, takes another view of the situation and contests Angelica's claim declaring that the clause in Juan Perret's will making her an heir is null as His Excellency Governor O'Reilly has set down in his Code, Article 52:

"We declare notwithstanding the said negroes have"
 "been set free and jointly with their freedom it in-"
 "capacitates them to receive from the whites any dona-"
 "tion intervivos by cause of death or other motive. We"
 "wish in case that this should have been done by any-"
 "one let it become null and applied to the nearest hos-"
 "pital."

Therefore he prays this donation be declared null and that the said effects be sold for the benefit of the co-heirs.

Forstall on Odoardo's advice rules that notwithstanding Louis Ranson's opposition he orders the testamentary executor and guardian of the estate to comply with the testator's last will and turn over to Angelica her legacy within three days. - Costs taxed at 22 pesos.

May 25.

Francisca Pellerin names as her curator Francisco Broutin, Public Attorney of this city, to demand from Louis Pellerin, her father, her rights which belong to her from her mother.

No. 3793 127 pp.

Court of Governor Unzaga.
Assessor Cecilio Odoardo.
Escribano Juan B. Garic.

The plaintiff alleges she is less than twenty-five years old, a daughter of Luis Gerardo Pellerin and his first wife, Francisca Alexandra Vielle, and asks to appoint as her curator ad lites, Francisco Broutin who will demand from her father her share of her late mother's estate. Unzaga orders her to produce her baptismal certificate. She complies and this document dated February 13, 1757, shows the baptism of Marie Françoise, born

January 20, daughter of Louis Gerard Pellerin and Françoise Vielle. The god parents were Alexandre Vielle and Françoise Helene de Pellerin de Macarty. All signing together with the Chevalier de Macarty.

The Court appoints Broutin to act as curator. He qualifies giving Carlos Laveau as his surety.

Francisco Broutin then asks for a certified copy of the inventory made at the time of his client's grandfather's death (Alexandre Vielle) and also of her mother's marriage contract with Louis Pellerin. These two copies are filed with the record. This marriage contract, dated April 29, 1756, is between Louis Gerard Pellerin, son of the deceased Gerard Pellerin and Françoise de Ruellan, now wife of Mr. de Membrede and Françoise Alexandre Vielle minor daughter of Bernard Alexandre Vielle and his second wife, Marie Anne Trepagnier (the first wife was Miss Le Blanc, first name not given). The sponsors for the groom were his brother-in-law and sister Barthelémy Chevalier de Macarty and Françoise Pellerin, Joseph Hugon and Mr. Grand Champ. Those for the bride were here father, Alexandre Vielle, her cousin-german, Andres Carriere and Jean B. Prevost. The witnesses were Etienne Bernard and Joseph Songy. Signed Louis Pellerin,—Françoise Alexandre Vielle,—Bernard Alexandre Vielle,—Ruellan de Membrede.—Dauberville.—Chevalier de Macarty.—Françoise Pellerin de Macarty.—Bellile,—Darensbourg de la Chaise,—Trudcau,—Grand Champ Lamoler Dorville.—Villere.—Hugon,—Prevost,—Coulange Dauberville,—Plasan Prevost.—Mayeux,—Bernard,—Songy,—and Chantalou, Notary.

The inventory and valuation of Bernard Alexandre Vielle's estate dated September 25, 1764, made by order of the late Superior Council runs some 32 pages and represents quite a large estate consisting of real property, household effects, clothes, live stock, slaves provisions, silk, woolen and linen materials, silverware, and active and passive debts.

This is followed by a certified copy of the sale and adjudication of the entire Alexandre Vielle estate dated September 29, 1764. The sale nets 21810 livres.

The Curator alleges that according to these documents, Louis Pellerin owes his daughter 7000 pesos from her late grandfather's estate. He calls upon him to give an account and sworn statement of his administration of the property and to turn over the share that belongs to the minor.

He further says it has come to his knowledge that there are several law suits pending against defendant for various large amounts he seems to owe, namely by the minor, Julia Avignon, for 900 pesos with interest and that she has already been paid about 1000 pesos, another 1000 pesos due His Most Christian Majesty according to Gabriel Frazende's demand, and some 22000 odd pesos which Salomon Prevost claims in his capacity as administrator of the affairs of the Company (of the Indies). These debts should not be paid with the daughter's money. It is known to be a fact that her father has already sold many slaves belonging to her.

This petition is answered by Leonardo Mazange, curator to Julia Avignon, who presents a certified copy of a mortgage his minor holds against Luis Gerardo Pellerin and his (second) wife, Maria Martha Hubert (Bellair) for 3000 pesos. This loan dated June 18, 1774, is actually made to Luis Pellerin and Andres Jung, jointly, Mrs. Pellerin merely signing for her community interest in her husband's share of it.

Broutin now files a statement of what Pellerin owes his two children; this amounts to 11598 pesos $7\frac{1}{2}$ reales. One half of this sum or 5799 pesos $3\frac{1}{2}$ reales 17 maravedi, goes to her brother, who is a priest with the Oratorian Fathers. He asks that an inventory be made of the property still remaining in Pellerin's possession. This is ordered done, all interested parties to name their appraisers. The first to respond is Leonardo Mazange who names Francisco Lioteau to represent Julia Avignon. He is accepted and qualifies. Broutin names Esteban de Quinones who also qualifies.

The curator alleges that Mr. Pellerin makes his home in Barataria where he has all his possessions. He asks to have a day set aside for making the inventory. Unzaga selects the day following. The required inventory is made, of the household effects, carpenters tools, farm implements, slaves. When finished all interested parties ask to have it approved and for the Court to interpose its authority and judicial decree and to order all to abide by it. With the consent of all parties and on Odoardo's advice, Unzaga complies, and orders a copy sent to the curator to be used when convenient to his rights.

Francisco Broutin then states that having seen the full amount of the property inventoried and as this lacks 1354 pesos $1\frac{1}{2}$ reales of the share that should come to his minor, he asks to have the property adjudicated to her at the price of its valuation for her part without prejudice to the rest of the property

that Mr. Pellerin has sold that he may be able to discover. There is no ruling to this petition.

Leonardo Mazange asks for a taxation of costs which is made by Manuel Andres Armesto on April 15, 1776, at 162 pesos, 7½ reales.

Note:—Luis Pellerin does not figure in this case at all. The entire opposition is made by Leonardo Mazange representing Julia Avignon.—L. L. P.

May 27.

**Leonardo Mazange
curator to the minor
Avignon vs. Luis Pellerin
and Andres Jung Inso-
lidum.**

No. 3783. 24 pp.

Court of Governor Unzaga.
Escribano Juan B. Garic.

This suit which figures largely in the foregoing is opened with a certified copy of the mortgage for 15,000 livres to be paid back within 5 years, 3,000 each year, with legal interest. The agreement is between Luis Pellerin and Andres Jung insolidum and Andres Reynaud tutor and curator to the minor, Julia Reynaud, alias Avignon. For the security of this debt, Luis Pellerin hypothecates six

To foreclose a mortgage.

negroes named Joseph aged 24, Baptiste 18, Renau 30, Serafiste, a negress, 18, Maria 40 and Juana 13. On presenting the foregoing, Mazange as curator, sets forth that the defendant owes his minor 1,350 pesos which includes both principal and interest and as he holds a mortgage on six of Mr. Pellerin's slaves, he asks for a writ of execution against them with the reservation to extend his right. The writ is ordered and issued. Deputy sheriff Nicolas Fromentin reports to the escribano that he attempted to serve it but Mr. Pellerin told him that the slaves belonged to his wife and at the same time she presented herself claiming them as her own property. For this reason the embargo had no effect.

Mazange reiterates his petition and the slaves are seized, excepting Baptiste and Renau who are not on the plantation, and the seized slaves placed with the general receiver. The owner promises to send these two missing negroes later on. Joseph Ducros receipts for the slaves and promises to hold them at the disposition of the Court.

Maria Martha Hubert Bellair, second wife of Luis Gerardo Pellerin presents a certified copy of her marriage contract dated July 21, 1757, which is between Louis Gerard Pellerin, widower of Françoise Alexandre Vielle and Miss Marie Martha Hubert Bellair, minor daughter of Jacques Hubert Bellair and the deceased Marie Neveu. The sponsors for the groom are his brother-in-law, Barthelemy, Chevalier de Macarty and Mr. Trudeau, and for the bride, her half-brother (frere uterin) Roy Villeré and Antoine Chauvin Desilet. This contract is witnessed by Antoine Thomassin and Charles Tizonneaux. Signed in the

original, Ruellan de Membrede.—Pellerin,—Bellair.—Marthe Hubert Bellair,—Pellerin Chevalier Macarty.—Hubert Daunoy.—Hubert La Frenier,—Charlotte Hubert Bellair,—Dameron Trudeau,—Le Chevalier Macarty.—Trudeau,—Villere,—Chauvin Desillet,—Bellair Jr.—A. Thomassin,—Tizonneaux and Chantalou, Notary.

The second exhibit is an extract taken from the partition of Santiago Bellair's succession, dated March 24, 1767, and is to the effect that each one of his heirs received 4796 livres 5 sols 5 deniers.

On the strength of these two documents Mrs. Pellerin opposes the seizure as they prove that her husband's estate owes her 10,796 livres, viz., her dowry of 6,000 livres and her inheritance, 4796 livres. She asks to have this amount turned over to her from her husband's estate as she is a preferred creditor. She further states that the labor of gathering the harvest is very great and that the slaves seized are needed for this purpose as they have no other servants. She asks that Joseph Ducros release these slaves to her and she promises that she will always hold them at the disposition of this Tribunal.

This request is sent to Leonardo Mazange who answers asking to have Mrs. Pellerin's claims excluded and for the execution to remain in effect on the 4 slaves already seized. Petition granted. (Whose?) Costs taxed at 122 pesos 6 reales.

June 1.

Interdiction Santiago Bachemin. Pedro Darby petitions to prove the insanity of his uncle, Santiago Bachemin and that he is unable to manage his own property nor to look after his minor children.

No. 19. 8 pp.

Court of Governor Unzaga.

Assessor Cecilio Odoardo.

Escribano Andres Almonester.

The petitioner who is called Pedro Dalvi, but who signs himself Pierre Darby, sets forth that he is a native and resident of this city, as is also his uncle, Santiago Bachemin, who has arrived at a state of simplicity and imbecility, perfectly incapable of managing his own affairs. He has two minor children who must be brought up and educated and who have become completely abandoned because of the mental condition which has overtaken his uncle since the death of his wife, Cecilia La Luar.

In consequence he asks that witnesses be called to give their testimony according to the tenor of this petition and also to prove that his uncle has no nearer relative than himself who is the legitimate son of his sister Maria Bachemin, widow of Jonatas Dalvi (Darby). And also to testify to his good conduct, that he is capable to take charge of his uncle and his two minor children and that he be appointed their curator ad bono.

To better prove what he has above stated he asks the Court to order a consultation of physicians of this city to examine Santiago Bachemin and to certify if in their judgment he is in a condition to manage his own affairs.

Unzaga orders the necessary witnesses called to testify and that Doctors Juan Rubi, Joseph Montegut and Pedro Leduc make the necessary examination and certify as to the result.

The witnesses, Juan J. Duforest, Charles de Morant, Alexis Le Sassier, Jr., and Joseph Valliere all testify that Santiago Bachemin has become demented, is incapable of managing his own affairs or of educating and caring for his children, who are in a most miserable plight. He has no nearer relation than his nephew who is asking to be made curator and who is perfectly competent to act as such. The Doctors certify that after a careful examination they pronounce Santiago Bachemin insane.

Unzaga on Odoardo's advice rules; that as a result of the information received he appoints Pedro Dalvi curator of Mr. Santiago Bachemin's property. He must give bond, when this is done the act of curatorship will be issued placing him in charge. The record ends here.

May 8.

Antonio Mermillon, testamentary executor of Juan Perret vs. Philip Mandeville and his wife Francisca de Lille, to collect a debt.

No. 3782. 8 pp.

Court of Alcalde Forstall.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

Plaintiff claims 315 pesos from the defendants, insolidum. They verify their signatures and say they are jointly responsible but are unable to pay until after the crops have been harvested in November. Then they promise to liquidate in either silver or indigo at current prices. Mermillon is not satisfied with this offer and asks for a writ of execution which is issued in his favor. Nicolas Fromentin, deputy sheriff, reports to the escribano that he has seized an old straw chair and left the writ opened to be further carried into effect when demanded. Costs taxed at 11 pesos 1 real.

June 15.

Maria Martha Devins vs. Mr. la Gautrais, Jr.

No. 3768. 3 pp.

Court of Governor Unzaga.

No Assessor.

Escribano Juan B. Garic.

To collect 2 notes, payable in cypress lumber.

Maria Martha Devins, widow of Antonio Bienvenu presents two original obligations, one a receipt dated December 29, 1764, the other a premissory note of January 27, 1774, to deliver 200 pieces of cypress lumber in payment of a debt of 170 pesos. She asks to have the debt verified. This the defendant is ordered to do. The

record ends with this ruling.

June 20.
**Nicolas Rimbault vs.
Mrs. Lessassier.**
(Genevieve Gallard)
No. 2. 11 pp.
Court of Alcalde Forstall.
Assessor Cecilio Odoardo.
Escribano Juan B. Garic.

To collect a debt. Defendant asks recusation of Escribano Garic and it is granted. Andres Almonester escribano substituted.

The plaintiff claims a debt of 140 pesos on a note which he acquired from Joseph Ducros at its face value and which he is unable to collect. He asks that the defendant verify her son's signature placed at the end of the note for her and that she acknowledge the obligation.

When the legal time expires without verification, Nicolas Rimbault asks for a writ of execution.

Mrs. Lesassier is ordered to pay the debt within five days. She answers this ruling through her agent, Pedro Ignacio Cowley, asking to have Juan B. Garic, escribano in the case, recused and in the interim the cause be proven, and that the other escribano take charge of the proceedings. She takes oath by God and a Sign of the Cross in conformity to law that this request for recusation does not arise from malice nor from the spirit to injure him.

Unzaga rules: Recuse Juan B. Garic and place the suit in the hands of the other escribano. (Clerk of the Cabildo, Andres Almonester.)

This petition and ruling is followed by a certified copy of a notarial act by which Nicolas Rimbault cedes back to Joseph Ducros, Mrs. Lesassier's note signed for her by her son, Luis Lesassier, for the same amount at which he first acquired it, viz., 140 pesos. It is returned to the original holder because of the trouble and expense of collection.

Joseph Ducros then takes up the prosecution of the suit by asking for a writ of execution in continuation of the process already begun by Nicolas Rimbault. He further states that he has been informed of a decree to place the case in the other escribano's hands. He opposes this move because Mrs. Lesassier's agent makes his home with this gentleman and for this reason the handling of this case would be involved. He asks a revocation of the decree and that the proceedings remain in Juan B. Garic's charge. Unzaga orders the petition returned to Joseph Ducros to be remodeled. The record ends here.

July 2.

Juan Bautista Neyro or Neyrod called Bellerose vs. the estate of the deceased Francisco Hery called Duplanty.

No. 3760. 8 pp.

Court of Alcalde Forstall.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

To collect a debt against a dead man. Plea of prescription by defendant.

waiting until after Mr. Duplanty's death to present his bill is untenable, since he did not serve it at the time the inventory was made. Besides his bill was not signed by Mr. Duplanty, nor does he present any note or "buenos" (same as the French "bon") to prove the debt, therefore he asks to have this suit excluded.

The plaintiff reiterates that his claim is just and Desprez answers with equal vehemence that the debt is wholly unsubstantiated. The suit is ordered sent to Hery Duplanty's heirs so that they may answer to the claim in a petition. The record ends here.

July 3.

Antonio Mermillon, testamentary executor, of Juan Perret vs. Santiago Maigraud.

No. 3782. 24 pp.

Courts of Alcaldes Forstall and de la Chaise.

Assessor Cecilio Odoardo.

Escribano Juan B. Garic.

To foreclose a vendor's lien against an absentee debtor. Plaintiff is allowed to collect the proceeds upon condition of furnishing a bond to protect the absentee. The bond is in the record but not signed.

that he was unable to serve the writ as the defendant has left the Province. Marmillion reiterates his plea for execution and asks that Francisco Liotau be appointed appraiser of whatever is seized and also that witnesses be called to verify Mr. Maigraud's absence.

The witnesses called are Salomon Malline, Juan B. Maroteau and Francisco Lioteau who testify that Santiago Maigraud is absent from the colony and supposed to be in New York.

Plaintiff presents a statement of accounts for the years 1766 and 1767 and claims 62½ pesos which he has been unable to obtain because he has been ill and absent from the city ever since Mr. Duplanty's death. He asks to have the debt verified.

This petition is answered by Enrique Desprez, representing the Duplanty estate, who says the demand is absurd. The idea of a man who worked way back in 1766

The plaintiff who signs himself "Marmillion" presents a certified copy of the act of sale by which Juan Perret transfers certain real property to Santiago Maigraud and claims that there are still 50 pesos due on the purchase price. He asks for a writ of execution against any of the defendant's property, particularly the house upon which the succession holds a vendor's lien, up to an amount sufficient to pay this remainder due, its one-tenth and costs. The writ is ordered and issued.

Nicolas Fromentin, deputy sheriff, reports to the escribano

Alcalde Nicolas Forstall rules that according to the information given the defendant is absent from the colony, he therefore appoints Pedro Ignacio Cowley to act as his defender, who must be notified so that he may accept, take oath and give bond.

Mr. Cowley qualifies, giving Francisco Rodriguez as his surety. Francisco Liotau also qualifies as appraiser and values the house at 50 pesos. Plaintiff then prays that the house be ordered sold. Petition granted and the 3 public calls required by law are made.

The case now passes to the Court of Alcalde Carlos de la Chaise, where plaintiff asks for the sale of the house at public auction. Petition granted, Marmillion being required to give bond according to the Law of Toledo for the house or its proceeds.

Nicolas Jourdan, public crier, calls the sale of the house from the doors of the "Casa Capitular" of this city. The only bid, that of 50 pesos, was offered by Santiago Boule called George. It was accepted and the house adjudicated to him, and the proceeds were paid to Antonio Marmillion. The bond required by the court for this amount, seems never to have been executed, but a finished draft of the same is in the record unsigned. The purpose of this bond was to secure to defendant the purchase price of the property should the absent debtor return, and by appeal or other proceedings revise the judgment on which execution issued and the property sold. We translate the bond in full as a contribution to the history of procedure in this period.

Bond under the Law of Toledo. In the city of New Orleans on the eighth of March of the year one thousand seven hundred and seventy-five, before me, the escribano and witnesses appeared (space left blank for the name) resident of this city and he said whereas: on the nineteenth day of the year just past of one thousand seven hundred and seventy-four, at the request of Antonio Mermillion, as testamentary executor of the deceased Juan Perret, a judicial seizure was made of a house belonging to Santiago Maigraud for the sum of fifty hard pesos still due on the house sold to him by the late deceased. This cause was sentenced for the public sale (of the said house) by Senor Don Carlos de la Chaise, Alcalde Ordinario of this city and its jurisdiction for His Majesty on the council of the Auditor of War and my office: so that the order in the said sentence may be carried out in due form and as petitioned by law, he being certain of what belongs to him in this case constitutes the said (space left blank for the name) so that if an appeal be made from the foresaid sentence for the sale and that it should it be revoked in all or in part by the superior or other competent judge, the said Mermillion will return and make restitution, in his capacity as executor, to the forenamed Santiago Maigraud, whose property was seized, or to the one who shall have the right, of all that the revoked part shall amount to; and if not he shall make the foresaid "Fulano" (So and So) constitute himself the responsible

party by his bond who obligates himself to discharge the duty for him because by it he makes the cause and another's debt his own, pledging for its stability his person and present and future estates and he gives the power to the justices of His Majesty and especially to those in the city, submitting himself and his property to their jurisdiction: he renounced his domicile: the other statute recently acquired: the law "si convenerit de jurdicionem omnium judicium" the last pragmatic of the submissions and the rest, laws and statutes in his favor and in general of right in due form; so that they may compel him as by sentence passed in authority of a thing adjudged and by itself consented to, thus he executed it the witnesses being Don Antonio Rebul (Reboul) Don Francisco Caminada and Don Louis Liotau here present and the constituent with whom I, the escribano, testify I am acquainted. He signed it. (This document is unsigned and the surety unnamed.—L. L. P.)

Costs taxed at 42 pesos 5½ reales.

July 4.

License conceded to Andres Jung to construct the schooner "The Luisa," at the Dock Yard on Bayou St. John.

No. 6. 3 pp.

Court of Governor Unzaga.

No Assessor.

Escribano Andres Almonester.

The petitioner asks to be allowed to build a schooner 42 feet keel by 16 feet breadth of beam, French measure, which he wishes to call "The Luisa" and to accomplish this project he asks to be granted a license to construct it in the dock-yard on Bayou St. John and to serve as a title for it in due form he asks that when it is finished the Escribano of registrations certify to it so as to register it in his of-

fice and give him a certified copy of this registration which is necessary to him.

Unzaga rules that Andres Jung be conceded the license as petitioned and when the schooner is finished register it officially and give him a certified copy of the registration to serve as a title to ownership.

Andres Almonester, Escribano, fulfills Unzaga's order and registers the schooner April 1, 1775, and gives the required certified copy on April 25, 1775.

Juan B. Garic, Anotador, (recorder of mortgages) certifies that "The Luisa" of this Port of 50 tons belongs to Andres Jung and up to this day is free of all mortgages in the books of mortgages in his charge. (Signed) Juan B. Garic, Annotator.

July 16.
**Criminal prosecution of
 a negro, named Pedro, for
 having poisoned the negro
 Gonzalo.**

No. 5. 57 pp.

Court of Governor Unzaga.

Assessor Cecilio Odoardo.

Escribano Andres Almon-
 ester.

Governor Unzaga declares that he was notified by Juan Livaudais, lessee, of the Dorville plantation that the overseer Gonzalo had died the night before after two days illness from what appeared to be poisoning.

A short while before he died he received the Holy Sacraments and in the presence of the surgeon and the rest of the negroes he said

that it was Pedro who had poisoned him on Thursday the 14th with water he had been given to drink while they were working. From that moment he became ill, suffering from his breast.

The Governor orders an autopsy.
 The Governor orders the body examined by the surgeons Juan Rubi (y) and Luis Boisdoré who must certify the cause of the death whether through poison or otherwise. Let the testimony be taken from all persons who may have any knowledge of the affair by the present Assessor. He names as interpreters Jacinto Panis and Luis Andri (y) who must qualify.

Autopsy by two surgeons.
 After an autopsy the two surgeons certify they went to the Dorville plantation with the escribano and the two interpreters where they saw the body of the negro to all appearances dead. They opened the body and found in the lower part of the stomach and the duodenum intestine attacked by a gangrenous disposition and having opened each of these parts they observed in the stomach about a cup of red or brick-colored liquor, like wine. They found the inner membrane of the said stomach gnawed and ulcerated as if it had been burned and that this inflammation and cauterization had been communicated down to the intestines called the tejunum and ileum which had a redder and darker color than they should have naturally. They think this condition has been caused by or proceeded from some drug or drink taken through the mouth and that its bad quality, sourness and corruption caused the negro's death. (Signed) L. Boisdoré, Juan Ruby, Jacinto Panis, Luis Andry. Attested before Andres Almonester.

Arrest of accused.
 Nicolas Fromentin, deputy sheriff, testifies that he arrested Pedro and put him in prison in charge of Francisco Munos, warden.

Judicial investigation of cause of death.
 Cecilio Odoardo commissioned by Governor Unzaga begins taking the testimony in the summary investigation.

Jean Enoul Beaumont Livaudais is the first witness. He declares that on the night of Thursday the 14th of the current month Gonzalo, the negro overseer, was taken ill. In the morning he decided to send for Dr. Boisdoré, when he arrived the patient was in terrible convulsions.

The negro had already told his wife that the year before Pedro had poisoned their daughter, although they said at that time that it was flux. Before Gonzalo died he repeated what he had previously told his wife, Magdalena.

Magdalena, wife of the decedent, testifies that on Thursday the 14th of the current month at mid-day while resting from his work, her husband told her he began to feel ill just after he drank some water Pedro had given him. He said to her: "He has poisoned me and I am going to die." She wished to go to Pedro's cabin to speak to him, but her husband detained her saying that he was going to die and not to go to look for any disputes.

She went to call Mr. Beaumont Livaudais who came and a little later the surgeon and the other plantation negroes arrived. Gonzalo told them to be careful of Pedro because he had poisoned him and just as he has been poisoned so would the others fare. That about a year ago Pedro had quarreled with them and had poisoned their daughter.

She was questioned about this first poisoning and answered that Pedro's wife declared that her husband had been the one to administer the poison so she went in search of him and before the other slaves among whom were Panso Comenan and Bernardo she charged him with his iniquity.

The negroes wished to tie him up and carry him to the master, but he begged them for the love of God that they leave him and not speak a word about it and he would promise to cure her daughter who is called Catalina, which he did effectually.

She was asked what remedy he used to cure her. She said she saw Catalina's health re-established but she did not know with what remedy nor if he gave her anything and her daughter did not tell her what he had done.

She was questioned if she knew of any other negroes on the plantation who had been poisoned and if so to name them. She answered that she did not know of any others, but that Pedro had the name of being the poisoner among the negroes on the plantation.

Philip, a slave, declared that he was working in the field on Thursday the 14th of the current month when Gonzalo asked for a drink of water from the bucket which was there for the negroes to drink from. Pedro brought it in his gourd and gave him the water and the moment he swallowed it he said: "This water has given me a desire to vomit." It gave him fever immediately and the Saturday following before he died he called Mr. Beaumont Livaudais and told him in the presence of Dr. Boisdoré and the rest of the negroes, among whom was the witness, that his illness was caused by Pedro, who was also present, whom he accused of poisoning him and some other negroes. After saying this he expired.

The witness knows that last year Pedro poisoned the overseer's daughter but cured her fearing that the master might come to know. He was also asked how she was cured, but he said he did not know. Pedro had told them that he would give her something to cure her but he did not reveal what it was. He was at work at the time and when he came back to the cabin to rest he asked the girl how she felt, but did not ask any other questions. It is certain that she is well but he does not know the circumstances of her cure.

The witness also added that when he, Panzo and Francisco were taking Pedro to jail he told them on the road: "I, myself, am going to die to-day or to-morrow, I have already killed six and I can not die twice."

Augustin or Comenan and Panzo testified practically as above. Pedro, the accused, was asked if he knew Gonzalo, and if he had any quarrel with him? He answered he knew him very well as he was the overseer, but that he had had no quarrel with him, although he had punished him by order of the master and sometimes through caprice though he had merited it.

Questioned when was the last time Gonzalo had punished him and why? He answered about four days before he fell ill, because he was found eating a melon that Francisco, who works in the melon patch, had given him. He did not poison Gonzalo, he was sick before and had had fever caused by a piece of timber that fell across his chest and afterwards he got wet in the rain.

Questioned if on Thursday the 14th of the current month he gave water to Gonzalo, when they were working in the field, in his gourd and from what place did he draw the water? He said it is false, he did not give Gonzalo a drink. He was not working in the field because he was sick from a whipping, so he only took a walk in the court yard of the plantation.

Questioned if he was present when Gonzalo died or a little before and if he went to see him during his absence from work? He said no, because he was in the court yard, but on the second day of his illness he went to say good-day to him. There were present at that time, Francisco, Catarina, Panzo, Cangas, Augustin, Fanson, Chigueli and Magdalena, and that the patient, as well as the rest, answered to his salutations.

Questioned if he had told Philip, Panzo and Francisco, that it did not matter to him if he died to-day or to-morrow, that he had killed six? He said that this is false and they would not dare to say this before him.

Questioned if it is true that last year Magdalena's daughter fell ill because she was poisoned by him and that the negroes wished to tie him and take him to Mr. Beaumont Livaudais for this crime, but he promised to cure her on condition that they would keep silence, which he did effectively, but did not reveal

the way by which he had made her well, nor what remedy used nor with what poison he had injured her?

He answered that at this time he was a "run away negro", and had heard it said in the city by a negro whom he did not know that those on the plantation had accused him of poisoning Catherina, so he determined to return there. He entered by the field and went to Magdalena's cabin and saw her daughter there sick, but as soon as he got there he was discovered by the other slaves who wished to take him to the master, but fearing to see his owner, he begged them to let him go to the city to get a ticket of grace (*billete de gracia*), to present to his master, but just as soon as he arrived at the plantation and was seen by his companions, he complained to them that they treated him as a prisoner. He quarreled with Fanzon, who argued with him that he had poisoned Catarina. When this dispute began, Magdalena calmed them saying that they must leave the witness in peace and that nothing else happened.

Questioned, what sort of an illness did Catarina have? He said he saw her in what he judged to be the first stages of pregnancy, or if she were really sick or had been made so, he knew nothing about it, did not promise to cure her, nor did he give her anything. This is the end of his declaration in the summary investigation. Later he adds to it in his confession, after he is formally charged with the crime.

**Testimony of
other witnesses.**

Catalina testifies that the year before, she did not remember what month, she found herself ill with her chest and with a palpitation of the heart, without knowing what was the matter. Pedro's wife, Venus, revealed to her mother, that her husband had poisoned the witness because he said she was a gossip. Her mother made the other negroes tie Pedro, to take him to the master's presence. Intimidated by this, he promised if they did not say anything he would cure her which he did, but she does not know how he cured her because he did not give her anything to drink nor to eat, unless it was hidden, or that he put something in the water or the oil, of this she does not know, but is certain that a short time after, she was well without having been given any remedy.

Questioned if Pedro was not a fugitive at this time? She said yes, and that her father had let him go to look for a ticket of grace (*papel de gracia*), so that he could present himself with it to the master as he had offered to do in virtue of his promise to cure her.

Questioned if her father had been ill before Thursday the 14, and if a piece of timber had not fallen on his chest? She said he was in good health and well, had no pain of any kind, nor had she ever heard it said that a piece of wood had fallen on his chest, but he did feel sick after Pedro had given him some water to drink and he died three days later.

Questioned if the year before when she was ill she was pregnant? She said no, that just as soon as she became well her pregnancy was accomplished and she doubts that it would have been recent pregnancy that caused her illness, and upon reflecting, she is positively sure that it was not pregnancy, although she missed her courses, because if it had been so, she would have been delivered in due time.

Questioned if the death of her father was caused by poison? She said that the only thing she knew, was that her father in dying had said that Pedro had poisoned him.

Francisco testifies that on Wednesday the 13th, the master had ordered Pedro whipped, because he had stolen a melon and some corn. Gonzalo, the overseer, had administered the whipping. He was asked if Pedro was in the field the next day? He said he did not know because he was in the garden.

Theresa, called Venus, is the next and last witness, she declares that she is not Pedro's wife, but his concubine, and that he had told her the year before that he would make Catarina suffer and drag her in the ashes (dust?) because she had injured him in the field. The witness hearing this, revealed it to Gonzalo, who told his wife.

Questioned if any one had been present when Pedro had this conversation with her? She answered no, they were alone in the cabin when he told her.

Questioned if Gonzalo was ill before Thursday 14th, and if Pedro was in the field on that day? She does not know if Gonzalo was sick or not, before that day as she, herself, was in the court yard, having retired from labor because of illness, but that Pedro was working in the field.

Questioned what illness caused Gonzalo's death? She said he complained of his chest and that before he died, he called the master who had rented the plantation and said in his presence and that of Dr. Boisdoré and the rest of the slaves that he was dying from poison administered by Pedro, and to take care or he would kill the other negroes.

Conclusions of preliminary investigation.

Charge of murder lodged against the accused who is re-examined.

This ends the summary investigation. A formal charge was thereupon made against the accused and Odoardo ordered by Unzaga, proceeds to take the prisoner's confession. In answer to the usual questions: He says he is named Pedro, born in Guinea, a bachelor, his occupation to serve his master. Mr. Livaudais put him in prison because he was accused of having poisoned and killed a negro on the plantation, but he did not hear who

told the master.

He remembers his declaration noted above and affirms and ratifies it. He denies all knowledge of the illness and swears he did not give the deceased any water to drink. He was asked how

he could deny giving the water when others had testified they had seen him do so; and that Gonzalo felt ill immediately afterwards, and that in the autopsy the Doctors found symptoms of poisoning in the intestines.

He reiterates his denial saying he was not in the field that day, but in the plantation court yard, ill from the whipping received the day before. Upon further questioning, he denied he had ever told the other negroes that he had poisoned six.

He was asked how could he maintain such an attitude and not tell the truth when not only does it appear that he poisoned Gonzalo, but his daughter as well, and cured her just a year before as he confessed to Venus, telling her it was his intention to make Catarina suffer, according to his way of explanation "to drag her through the ashes." He said he had said no such thing to Venus.

He was told to fear God and not to perjure himself and to speak the truth. He said he had told the truth in everything. He fully understands the gravity of the crime of murder, and that the laws punish those who commit it, but that he is innocent. His confession was read to him, word for word, and he confirmed and ratified it.

Governor
Unzaga
appoints
prosecuting
attorney who
files argument
asking
conviction of
the accused.

Unzaga now appoints Francisco Broutin as prosecuting attorney. He qualifies and accuses Pedro civilly and criminally of being guilty of murder by poisoning, basing this charge on the evidence produced in the summary investigation. He asks to have him condemned to the penalty of execution, to serve as a public example. He then sums up the case from the testimony and sets forth that such crimes should be punished, because if poisoners were set free they would poison all their enemies and after these were dead, all the faithful negroes would be killed, and after a while they would poison their masters, then it would not be possible to eradicate the curse of these crimes.

This plea for capital punishment is sent to Mr. Joseph Dorville's heirs, owners of Pedro. Francisco Seimars Bellile, testamentary executor of the Dorville estate, answers that he leaves the prosecution of Pedro to the justice of the Court.

Unzaga orders
the accused to
appoint counsel
to defend him.
He names
counsel.

Unzaga then orders that Pedro be notified that within one day he must appoint a defender to represent him otherwise one will be named for him officially. Pedro upon being notified appoints Leonardo Mazange to act as his attorney.

Argument
of counsel
for defense.

Mazange accepts and sets forth his defense, attempting to prove his client's innocence, and asks that he be set at liberty. As he argues, it is hardly probable that Pedro went to the field prepared to poison Gonzalo as he did not know he was going to ask for a drink, and so he would not have had the time to make

it up and put it in the water. The gourd used should have been examined to see if there were any indications of poison there. It is scarcely possible that Pedro was so astute as to conceive that the overseer would ask for a drink and so to have the poison ready to put in the gourd. He asks that the surgeons who made the post mortem examination be questioned to see if it is not possible that the bad, acrid, corrupt liquid found in the stomach might not have been caused by something else taken through the mouth, say water colored by some liquor, or else that the death might have been the result of natural causes which has often been the case.

Case is set for hearing. The Court orders the case to go on trial within 9 common days and also a ratification of the testimony given by the witnesses in the summary investigation. Each witness, viz., Theresa called Venus, Catarina, Juan Livaudais, Magdalena, Augustin Comenan and Francisco in a separate declaration ratifies the testimony previously given.

Procedure of the trial. The first proofs to be published are those in defense of Pedro. Mazange presents a declaration of the opinions of Doctors Pedro Couturier, Joseph Montegut and Santiago Le Duc, on the death certificate rendered after the post mortem report, given by Doctors Luis Boisdoré and Juan Ruby. These medical experts say and declare that the infirmity from which Gonzalo died could have proceeded from other and different ailments and not from poison, because the red liquid more or less clear, which the autopsists mentioned as finding in the body, are not accredited with being what caused the death, because the same conditions may be observed in like operations in others who die from natural causes. On the other hand, the death may have been the result of poison, but upon this alternative they can not certify as they did not examine the body. This is the truth according to their oaths and they signed with His Lordship. (Signed) Unzaga, Luis Andry, Montegut, Le Duc, Couturier. Attested before Andres Almonester.

Mazange then asks that Juan Livaudais, Carlos Jr., Carlos Sr., and Bernardo be called to testify about the piece of timber that fell on Gonzalo's chest and if the Doctors bled him. The first three witnesses deny the accident and say the overseer was always well and continued at his work. Nicolas Fromentin, deputy sheriff, declares that he went in search of Bernardo to summon him to appear before the Assessor commissioned to receive his testimony, but that according to his master he had died of dropsy.

The prosecuting attorney presents the proofs against Pedro, which consists mainly of an interrogatorio of 27 questions to be put to the witnesses who testified in the summary investigation. These questions ask an affirmation or denial of the evidence

already given. Most of the witnesses refer to the declarations already made.

Judgment.

Accused is found not guilty of murder.

The last entry signed by Governor Unzaga is dated April 24, 1775, which is Pedro's answer to Broutin's interrogatorio. The next is dated September 14, 1777, and is signed Galvez. On Odoardo's advice, the new Governor cites the parties for the definitive sentence which is pronounced the day following and is in translation:

"Whereas: In the cause which is officially pending in" "my tribunal against the negro, Pedro, slave of the Dor-" "ville heirs, accused of having killed, with poison, Gon-" "zalo, the overseer of the plantation &c."

But he is nevertheless sentenced to ten years at hard labor in shackles.

On account of his owners abandonment of him the slave will be freed after he has served out his sentence.

"Sentence: Attentive to the merits of the pro-" "ceedings, I must acquit and do acquit the fore-" "mentioned criminal. In order to clear him of" "the violent suspicions that are held against him" "and to avoid the scandal that the memory of such" "a crime would occasion to the public, I sentence" "him to ten years labor, with shackles on his feet," "on the public works of this Province. And con-" "cerning the abandonment of the said negro, that" "Captain Don Francisco Bellile has made by rep-" "resenting the heirs (owners) and that because" "of this (abandonment) when the ten years of" "application have passed he will have the right to" "be free. This is not a recompense for the crime" "which would be a pernicious example. I declare that the" "said ten years having passed, (he) serving this titular" "sentence (Sent^a. de titulo) in due form will enter the do-" "minion of His Majesty (entrara al dominio de S. M.)" "An authorized copy must be drawn up of this (judg-" "ment) by the present Escribano and sent to the Royal" "Contaduria for the allowance of rations and the rest" "that will be suitable for Pedro's necessary subsistence." "For this cause is definitely judged with the advice of my" "Lieutenant, thus I pronounce and order it. (Signed)" "Bern^{do}. de Galvez. Cecilio Odoardo."

Pedro was notified of this sentence by the Escribano in the presence of the interpreters, Jacinto Panis and Luis Andry.

A marginal note stipulates that a copy of the sentence was made and sent to the Royal Contaduria.

(To be Continued.)

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Dr. John Sibley of Natchitoches, 1757-1837

Sketch of His Life by G. P. Whittington

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**Documents Concerning Bienville's Lands in Louisiana, 1719-
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Book Review, Fleming's "The Freedmen's Savings Bank"

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Relating to the History of the Mississippi Valley Under
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By Henry P. Dart

Records of the Superior Council of Louisiana, XXXVI

By William Prtce and Heloise H. Cruzat

Index to the Spanish Judicial Records of Louisiana, XIX

By Laura L. Porteous

Index to Volume X, Louisiana Historical Quarterly

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THE LOUISIANA HISTORICAL QUARTERLY

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DR. JOHN SIBLEY OF NATCHITOCHEs, 1757-1837

By G. P. WHITTINGTON,

Of the Louisiana Bar, Alexandria, La.

When John Sibley crossed the Charleston Bar in July, 1802, bound for the Spanish Possession, Louisiana, he started on a journey to a new country where he expected to better his condition in many ways. He little expected that he would simply immigrate from one part of the United States and take up his residence in another, for this didn't seem to be his idea. He seemed to be trying to get away from conditions in North Carolina and wife number two.

His move to Louisiana was just at the time when the change of ownership was about to take place; he was familiar or represented himself to be very familiar with the whole section of what is now the State of Louisiana, and to know all of the Indian tribes residing therein. He had traveled up Red River to the neighborhood of the present City of Shreveport. He knew something of the lands around Natchitoches and there he settled and made his home. He profited by his appointments, and also by his business and trading ability. He was therefore successful. Being successful he made some very close friends and some very bitter enemies, the latter seemed to be in the majority or to have the most influence.

Dr. John Sibley was born in Sutton, Massachusetts, on the 19th day of May, 1757. He was a descendant of a long line of old rock-ribbed New Englanders, his ancestors having moved to America about the middle of the seventeenth century. His father was an ardent patriot, and the son followed in his footsteps and joined the Continental Army and served through the Revolutionary War. He held the position of a Surgeon's mate.

After independence was accomplished Sibley moved to Great Barrington, Massachusetts, where he entered upon the practice of his profession. It was while here that he married Miss Elizabeth Hopkins, about 1780. From this marriage there were two sons born, George C. Sibley, April 1, 1782, and Samuel Hopkins Sibley, 1784. How happy this marriage was seems to be doubtful, but in 1784, Dr. John Sibley left his wife and two children in Great Barrington, Mass., and journeyed to Fayetteville, North Carolina, where he took up his residence and began to build his fortune. He established a newspaper in North Carolina, and was soon engaged in acquiring farm lands and town property. His wife and family joined him in Fayetteville, where they made their home until the death of Elizabeth Hopkins Sibley on October 25, 1790.

Many charged that Dr. Sibley deserted his family in Massachusetts and that his wife never saw him after he left that State. This does not seem to be the facts, for this little newspaper clipping now in the possession of Lindenwood College, seems to tell a different story:

Died. This morning, Mrs. Elizabeth Sibley, the wife of Doctor John Sibley and daughter of Reverend Samuel Hopkins of New Port, Rhode Island. She has left a husband with two little sons to lament her death. As a wife, a Christian and friend she was exceeded by few; but as a mother, by none. The inhabitants of Fayetteville are requested to attend her funeral to-morrow at eleven o'clock in the forenoon, from the house of Doctor Sibley to the place of interment. 25th October, 1790.

Dr. Sibley remarried on November 10, 1791; this time he married a widow, Mrs. Mary Winslow, born White, widow of Edward Winslow. She died October 25, 1811, at Fayetteville, North Carolina.

Sibley says that he lost his home and newspaper at Fayetteville, just before he moved to Louisiana, and in Louisiana he suffered a similar loss. Whether it was the loss of the house and printing office, or the hopes of going to new fields where he could better his condition, or whether it was family troubles, we do not know, but we do know that he moved to Louisiana and we find in his diary statements that would lead one to believe that all was not as nice at home as should be, such

as, January 1st, 1810—"I wrote Mrs. Sibley a New Year's letter and sent her a draft for \$100.00."

January 1st, 1811—"Sent Mary Sibley a draft for \$100."

There were two children born of this marriage, one was Henry Robert Sibley, who became a Doctor and resided in the Parish of Rapides; the other was a daughter, Ann Elizabeth Sibley, who married Josiah Stoddard Johnston, United States Senator from the State of Louisiana, and after his death she married Henry D. Gilpin of Philadelphia.

Dr. Sibley contracted a third marriage in November, 1813. By this wife (Eudalie Malique) he had four children. The descendants of these three marriages were numerous, and are scattered over the United States.

All of the children of Dr. Sibley either lived near him or kept in close touch with him by letter, as we find today by the numerous letters written by him to his sons George C. and Samuel Hopkins Sibley, and the numerous references made in these various letters to other members of the family.

Dr. Sibley arrived in New Orleans about the 18th day of September, 1802, and here remained until the first of October. During his stay in New Orleans he busied himself visiting various people of standing in the community and forming an opinion of the City, its people and their customs. All of this he confided to his diary and today it makes interesting reading and affords a view of society, business and conditions different from any others that we possess.

On the first of October he embarked upon a barge for Bayou Sara and from that place he expected to travel by land to Natchez. He was armed with letters of introduction to nearly all of the people of importance residing along the Mississippi, in West Florida, and in the part of the present state of Mississippi south of Natchez. Among the number were Major Stephen Minor, Governor Winthrop Sergeant, Sir William Dunbar, Philip Hickey, David Bradford, Dr. Young of Pointe Coupee, and Isaac Johnson. He arrived at Washington, Mississippi, on October 17th, and called on his old friend and former acquaintance Judge David Ker. It was at Washington and in the home of Judge Ker, that Sibley met William Charles Cole Claiborne, the territorial Governor of the Territory of Mississippi, the future territorial Governor of Orleans Territory and the first Governor of the State of Louisiana. This

meeting resulted in the formation of a friendship that lasted during the life of the Governor.

When the United States purchased Louisiana; and the President was seeking information from any one who might give him detailed description of the territory that had been recently purchased, the character of the territory, the Indian Tribes existing within its borders, and above all, Indian vocabularies, he appealed to Governor Claiborne, Daniel Clark, Sir William Dunbar, and many others. Claiborne knew Sibley, and Sibley had impressed him with his knowledge of Louisiana, the Indians, and the worth of the new country, and he in turn brought Sibley to the attention of the President and a correspondence was opened that resulted in Sibley being an office holder and political factor in the new territory.

Dr. Sibley made a journey up Red River in March, 1803, and as was usual with him, kept a diary or journal of his trip. A copy of this journal was furnished General Henry Dearborn, Secretary of War and was published in the *Annals of Congress*, Ninth Congress, Second Session, and in *American State Papers* (Gale & Seaton Edition), Vol. 1, Indian Affairs. He also prepared and furnished the President with "Historical Sketches of the Several Indian Tribes in Louisiana South of the Arkansas River, and between the Mississippi and the River Grande." This was published in the same publication as the journal above referred to. Sibley was requested by the President to obtain for him vocabularies of the Indian Tribes residing in Louisiana, other than the Attakapas and Chatamackas, for these he had. These vocabularies were promised; whether the promise was ever fulfilled, I am unable to say. -

Sibley went to Natchitoches in 1803, and made it his home. When the United States took charge of the purchased territory, a detachment of troops was sent to Natchitoches and stationed in the fort to protect the citizens and country against the Indians and to keep the Spanish out. The Doctor received his first reward for information given, by being employed or appointed as a contract surgeon to care for the troops stationed at Natchitoches. This position he held off and on until 1807 or 1808. He was requested to do such work as he could among the Indians, to keep them friendly with the United States, and in 1805 he was commissioned as Indian Agent for Orleans Ter-

ritory and the region south of the Arkansas. This position he held until 1815, when he was removed for cause and Thomas Gale appointed in his place. The old gentleman seemed unable to understand why he had been removed, and from a letter addressed to his son George C. Sibley, he seemed unable to get the Department of Indian Affairs to assign a reason for his dismissal. As Indian Agent Sibley was very active holding numerous conferences with the Indians of his territory, and counteracting the efforts of Murphy, Davenport, Barr and Smith of Nacogdoches to move the Caddo and other friendly Indians into Spanish territory.

The Journal of Bernard La Harpe, or the Journal Historique de L'establissement Des Francais a la Louisiane, in manuscript form was found by Dr. Sibley in the home of one of the old residents of Natchitoches and the attention of President Jefferson, through Claiborne, was called to this discovery. Sibley was requested to have copies of this manuscript made and forwarded to Washington. Two copies were made at that time but what has become of the original is an unanswered question.

Sibley engaged in the practice of his profession in Natchitoches. He bought a great deal of property, some of which is now in the heart of the City of Natchitoches, the other is located on both sides of Red River and is as fine land as can be found in that section of the State.

He was named as one of the advisers of Governor Claiborne, and after Louisiana became a state he was elected as a member of the State Senate. He became a Parish Judge and a Colonel of Militia.

As a planter he was very successful and we find that he was able to ship thirteen bales of cotton to New Orleans on May 12th, 1810. He had large cattle ranges and was engaged in the manufacture of salt that was shipped by barge and wagon to Mississippi and parts of Louisiana. The salt works that he operated were the same known for years as the Drake Salt Wells in Red River Parish in Section 21, Township 13 North, Range 5 West, and were on lands formerly belonging to Mr. Postlethwait. These wells or springs had been known for many years before Sibley came to Natchitoches. In fact, when the land surrounding them was granted it was with the stipulation that other people could cross over it for the purpose of going to the

springs to make salt. The Indians before the coming of the white people had a regular salt trade with the other tribes beyond the Mississippi.

Sibley was a successful business man and when he died in 1837, he left a large estate to be divided among the three sets of children that resulted from his three marriages.

Dr. Sibley aside from the journal and the sketch of the Indians above referred to made many reports of his activities as an Indian Agent in the State of Louisiana. One of these reports has been printed under the title of "A Report from Natchitoches in 1807, by Dr. John Sibley," (Museum of the American Indian, New York, 1922). He wrote many letters that are now in the possession of the Missouri Historical Society, the American Antiquarian Society of Worcester, Mass., and Lindenwood College, St. Charles, Mo. This college also owns the journal that is published in this number of the Quarterly.

This journal was found among the papers of Major George C. Sibley of St. Charles, Missouri. Major Sibley was the eldest child of Dr. John Sibley. He was appointed Indian Agent in Missouri in 1808, and was located at Fort Osage. In 1827, Major George C. Sibley and his wife, Mary Easton Sibley, established a school for girls at St. Charles, Missouri, which they called Lindenwood. Major Sibley left all of his property to this little college, and this journal was found among the papers left by Major Sibley and forms a part of what is known as the Lindenwood Collection of Sibley Manuscripts.

When preparing for the celebration of the 100th anniversary of the founding of this college, the journal was found by Miss Lucinda de L. Templin and brought to my attention. I am under obligations to her for having obtained the copy from the college and for having obtained their permission to publish same.

There appears to have been several copies of this diary made by D Sibley and I believe that each member of his family was furnished with a copy of the seven little books. George C. Sibley had two copies of Number 1 and 5. These memorandum books are marked "Memorandum Book. Dr. John Sibley, No. 1, in 7 Numbers," the other is marked "Memorandum Book. Dr. John Sibley, No. 5, In 7 Numbers." In a letter written to his son, Hopkins, February 28, 1803, he said: "I keep a journal of my travels with pretty lengthy remarks

——” (Sibley Mss. Mo. His. Society). June 30, 1807, writing to the same son he says: “I did intend to have followed up to Henry more regularly extracts of my journal——”

The missing journals, or parts 2, 3 and 4, cover the period of time beginning with 1803 and ending with 1809. During this time Natchitoches and Western Louisiana became a part of the United States. The Spanish troops at the fort at Natchitoches gave place to soldiers of the United States. Dr. John Sibley became a contract surgeon to look after the men stationed there and later the Indian Agent for Orleans Territory. It was in 1806 that Wilkinson came to Natchitoches to take command of the forces of the United States and protect the country from the Spanish Army that did not exist. Here he met Samuel Swartmout with the famous letter, from Burr to Wilkinson, that was transcribed by Wilkinson in so many different ways that its real contents were never known. From Natchitoches the General dispatched his agent to the City of Mexico to try and obtain a further bribe from the Spanish Viceroy. The agent was sent home via Vera Cruz without the cash. Sibley refers to conditions at Natchitoches in some of his letters dated 1806. Then he believed in Wilkinson. In 1807 he changed his opinion and his impression seems to be the one that has followed the General to the present day. It was during this period that Casa Calvo visited Natchitoches and passed Major Porter by and journeyed to New Orleans.

Parts 6 and 7 began with the year 1815 and ran through the closing years of his life.

Sibley talked very freely to his journal and the finding of these lost journals might give us an insight to the conditions on the Sabine, in Wilkinson's camp and at Natchitoches in 1806-1809 that might make the re-writing of the history of the Louisiana-Texas Frontier necessary.

It is to be hoped that the printing of the journals that we have found will awaken an interest in this subject and that it may bring to light the missing volumes or memorandum books of Dr. John Sibley and that they also will be printed.

**THE JOURNAL OF DR. JOHN SIBLEY
JULY-OCTOBER, 1802**

Covering a voyage from Charleston, S. C., to New Orleans, his stay in that city and his journey up the Mississippi River coast by barge, horse back and on foot from New Orleans to Washington in Mississippi Territory.

Copied for Mr. G. P. Whittington from the original Journal in possession of Lindenwood College, St. Charles, Missouri and printed with its permission.*

1802

WEDNESDAY, 21ST, JULY. Left Charleston Bar 12 or 13 days, Course E. by S. then W. toward Hole in Wall, 17th day met 3 French & 3 English ships of War, an officer from an English 90 came board of us to see if we had anything to sell them that they wanted, had nothing, he gave us both Latitude & Long. (viz) Long. 71.12. Lat. 26.12. 22d Made hole in Wall, Lay too all Night, Next Morning entered on Bahama Banks, Kept too far S. & E., Stuck 3 times.

SATURDAY, AUG. 21ST in morning made Cuba Shore, Manzanie Hills before Sunset Same Day passed Havannah, prospect Beautiful & Strong. Ran down till morning being opposite Saddle Hills on Post Mared (or Bay) Bore away for dry Tortugas, spoke Spanish, Brig from Bilboa, they had lost top mast, gave them one. Next day, Monday, spoke Capt. Bennet of Newbern from Jamaica. Same night on Soundings. Steered W. to Give Tortogas a birth. Continued our course North to make Lat. 29 North Mississippi. Steered W., spoke in evening ship from Boston, Capt. Darling, Near Mouth River. Ran by it next morning, made landing 7 o'clock A. M. at Woods Bay, 20 Leagues N. W. of Fort Balise. Two days beat about, did not know where we were. 3d Sent Boat ashore, found a Spanish Settlement, got information.

SUNDAY 6TH SEPT. made Land on Mississippi, South West Pass Argil Pilot came on Board, could not get in till Wednesday morning. Got safe to Anchor in the Channell in deep water & Pilots left us told us the course shot from the River Near 3 Leagues, wind ahead, could not proceed, found water nearly fresh but muddy, used it, could see nothing but hillocks of Land here & there formed by Logs, where any soil loaded with tall cane, wild Peas, Grap, Saphire & a great variety of luxurient vegetables, the water filled with Fish, Porpusses, Turtle, etc. etc., loaded with

*This document is printed without alterations or changes except to divide it into paragraphs for more convenient reading.

birds, the greatest number Pelicans, the Spanish Pilots told us they were "Pro bone Mange," that is good to eat.

12 o'clock Wednesday wind came round fair, weighed Anchor & got under way. Arrived the Great River about 9 o'clock evening, a beautiful Channel, distance 6 Leagues, all the way & plenty of Water, 40 or 50 feet,—about half a mile wide, the course generally straight & Bearing E. N.E.—no trees on either Bank except here and there an evergreen bush; but a thick cane make the Land appear not more than three feet above the water—At the great River where the S.W. Passage Came in it is near three miles wide, occasioned at that place by the two other passes coming in just below the River Generally appears to be about a mile wide from the confluence of the Three Passages to the Fort at Balize is 6 miles or Larger & deeper Channel, the S.W. Passage that we came in at the Tide appears to rise about three feet.

THURSDAY 9TH, SEPT. The Wind Came around so that we made Sail & by 6 o'clock came to Anchor a mile below the Fort at Plackamen,¹ which is Ten Leagues from the Fort at the Balize. The Commandant here is a Frenchman, a Native of this country, has a wife & a daughter grown. The Fort is on the East Side at a Turn in the River affording a View down the River 2 Leagues. Next the Water it is done up with Logs like a wharf within that is a ditch Surrounding the Fort & within the Ditch a Brick Wall on which the Guns are placed. Within the Brick Wall there is the Commandants House, a wood building, some smaller Out Houses, a Store House & Some Barracks—we understood there were 50 men kept there. Where we Lay in the River we could hear & See every thing done in the Fort, could hear the Clock Strike, the Cocks Crow & Dogs Bark.

On the West Side of the River there is a small young growth not more than 15 or 20 years old. The Trees are very thick. Look like willow. Some Water Oak & Sycamores among them, the Land not more than three or four feet above the River, which at this time is very Low from the River to the Sea on this side is 3 Leagues on the other Side it is only 1½ mile & an entire Cane Break, opposite the Fort is 4 or 5 houses & small clearings Dike'd in by a Ditch about 3 feet deep & a Bank to keep the River out in time of Freshes. Here we went to Shore & Bought a Beef, but could get nothing else that we wanted. The House we went to was a Frenchman's, twas built of wood, one story high, coarsely done, but the apartments Large & Airy & Clean, white washed, & appeared to Live in Plenty, were Hospitable & Sociable; had Excellent water to drink that was Taken up from the River & kept in Large Jars to Settle & Cool. At this House were the Wife & Daughter of the Commandant at Balize, the mother had a whitlow on her hand and had come up to the Doctor at the Fort with it. Some of the Ships People called me

¹Plaquemine.

Doctor. She opened her hand for me to look at it, I did so & gave her some advice. She is a Spanish woman, speaks French & English a little, clean & plane—her Daughter appeared about 20 of easy manners, handsome person, tolerable complexion, appeared as well bred as though she had been Educated in any Town in the United States. She spoke some English but did not like to speak it—she was free & sociable & unreserved as a French Lady.

On the West Side of the River Nearly opposite Plakamen² Fort is a small Fort where are 15 men & a Sergeant. The River makes a Considerable Turn just above this Fort to the Northward, on the West Side near the turn is a plantation abounding with every thing—It is impossible to conceive any Soil Richer than it is on Each Side the river it is all made Land the foundation heaps of Logs Brought down in times of a Fresh in the River. It Cannot be cultivated without embanking out the River, digging would be retarded by the Large Logs buried every where, below the Surface as well as upon it the Ground is not a Marshy Bog like the Rice Lands in Carolina, but an even Solid Soil of a dark Copper Color, of a depth unknown, the finest land in the world if it was a little higher.

We remained at Anchor opposite the Fort till Sunday Evening, went Ashore again Twice during the Day, the Frenchman at whose house the Commandant's Wife & Daughter were, came on Board & invited us ashore, he speaks some English. Sunday evening the Ship Mary from Boston, Capt. Darling, Came up with us & made fast to a tree just below us, we got out a Warp at Dusk and Warped about a Mile so that the Same Wind we had had two days before would be fair.

MONDAY MORNING, 13TH SEPT. made Sail and got about 15 miles. The wind dyed away, the Land on Each Side alike about 4 feet above the River, some Scatering Houses, People looked like New Settlers, Nothing Richer than the Soil, some Live Oaks appear, the Growth generally Sallero, Cotton tree, some Myrtle, here & there a Sycamore & Cypress, the Land appears from the Mast head not more than a mile wide from the River in many places from the River the Land is Lower and towards the Bays Cane Breakes—the Growth is all Small, Scarcely a Tree that appears to be more than 20 years old.

Tuesday we had a fair wind part of the day, got on about 5 or 6 Leagues, the Ground begins to be growing gradually higher and the Trees larger. Passed by a Settlement of French People, about 12 plantations, Neat, Low, Small Farm Houses, have Large Stocks of Cattle & Large Size. Raise some Indian Cain, Rice, Sugar Cane, Orange & every kind of Vegetable that grows in any part of the United States. Nothing is put in the Ground that don't grow in the most luxuriant manner. Here a small Banke

²Plaquemine.

2 or 3 feet high keeps the Water of the River in its Channell at all times, the width of the River about $\frac{3}{4}$ of a mile wide—the depth from 50 to 5 or 600 feet.

Wednesday, continued up the River as far as the English Turn, the plantations are closer for the last 20 miles they are within half a Mile of each other. The houses all after the same fashion, one story, wood, large on the ground, a Hall & 4 chambers, piazzas on all Sides and almost all painted white. The Out Houses well built & Convenient, all French. Oranges in Great Plenty at almost every House, but very little of any other kind of fruit.

At the English Turn W. Young, a merchant of N. Orleans, to whom the Brig. was consigned met us he heard we were in the River, he came in a Chair, he lost his Horse, came on Board, stayed a night, next morning came on the Wind, light warped a League.

Sugar plantations begin from the Turns which is about 18 Miles from New Orleans they are about half a Mile apart on the River and extend back as far as the Owner Chooses for there is but one Row of Settlements on Each Side the River & Never can be more when Land is Granted or Sold, it is measured in Front, the extent back indefinite, bounded by the Lakes which are Salt Water & connect with the Ocean or Gulph of Mexico.

The Land on the River is highest but it would all overflow at times was it not for the Bank or Levy (as it is called) that is thrown up all along next the River about 3 feet high, the owner of every Plantation is Obligated by the King to keep these Levys in repair or forfeit his Estate which is the only Tax they Pay, they pay nothing neither for obtaining a Patent—There appears no difference in the Land, or Reason for Perfering one place to another. The Pine Barons in Carolina afford as much Variety as the Land on the Mississippi, one as uniformly Rich in the extrem as the other is Poor.

From the Fort at Plakamen to New Orleans there is not a Creek nor Brake of the Bank of the River on either Side the distance about 70 miles—there are several saw Mills along the bank of the River, they are made by Diging a Race from the River to the Bay back of it, about 10 or 12 feet Wide & 5 or 6 deep. A Rock is fixed at the River & the Mill 50 or 100 Rods down the Race. They only work in time of Fresh, which is from 6 to 10 or 12 weeks in the year. The Logs come down the River & are caught the Lumber made is Generally thin Poplar Boards for Sugar Boxes.

The Sugar Plantations between the Turn & the City are in Number about 20, they all join, the works are very expensive, Generally Brick, well built and Three Large Houses for each work, everything exhibits a show of wealth. The owners are all French.

We arrived at the City at 7 o'clock Saturday morning. We Arrived at the City of New Orleans & Landed from the Long Boat on the Levy just above the Market, the Morning was pleasant & the Town & Shipping in the River, the Shew of People in the Market & on the Levy, all conspired to excite an idea of the importance & population of the place, there is about 40 Sail of shipping in the River, large proportion of them Square Rigid vessels.

The Town is Large, Regularly Lay'd off and well built, many of the Houses Elegant, cost in building 40 or 50,000 dollars, mostly Brick or Stone Covered with tile and Plaistered, outside & in the Fronts Generally painted White & Look Well & full of People. I was informed fifteen Thousand was the estimate of Population & of these Seven Eights are French, the People now Generally Look healthy, tho the most Sickly Season in the year.

There are they Said many more women than Men and are Generally Handsome, gentealy dressed, of affable & easy manners & Live in a French House, their Houses, Beds, Eating and drinking are all very different from the English or Americans. The House is Called Madam Flemang's tho she has a Husband who comes to Eat & Sleep in the House; but a Stranger would take him for a Boarder, he minds his Store Shop and she her House, I believe it a reputable House for its is frequented by Ladies of Very Genteal appearance as Visitors.

There is One Large Church³ Open Every Day, Sundays they begin to go at Sunrise & are Constantly going & returning all day, few Gentlemen except the Officers attend but the Ladies Generally go Once a day in high dress, in parties, stay about a quarter of an Hour & return, as one goes out another party comes in, there are five or Six Priests & friars with Long Beards, Big Hats and their Robe tied round the Middle.

There is a Nunery,⁴ but am informed there is only about 40 who have taken the Veil, Young Girls are educated there,

There is a Theatre which is not opened at this Season of the year only by some Rope Dancers & not much frequented. Neither the House Nor Scenery have any Claim to particular Notice.

The Streets are Lay'd parallel with the River, are about 40 feet wide, intersected by Streets at right Angles, paved with tile along one foot way the middle unpav'd, a Gutter between the foot way made by three pieces of Timber, the top being even with the pavement is Usually Walked on.

The Levy is the Wall in the Evening if it is pleasant every body is seen Walking on it of all Ranks & Colors, joseling One Another without distinction and One Scarcely hears a word but French spoken.

Few parts of the world Can exhibit better looking People of both Sexes or better dressed or a Greater variety of Com-

³St. Louis Cathedral.

⁴Ursuline Convent.

plexion. There are a Number of what are called quadroons, many of them almost white and all free. They are prohibited from intermarrying with whites & they *will not* marry mulattoes. They prefer being kept misstresses which is assign'd as a reason for there being such a number of Single Women in this Country.

21ST. SEPT. Disappointed in getting a passage up the River in a Barge that I expected, wrote a letter to Mr. Ker^s &., one to Mr. Boyd at Natchez by a Mr. Baitton, who lives there, requested Mr. Ker to Send me a Horse to meet me at Point Cupee.

Sat out to go to the Buyo, Sweeny with me, meet a funeral attended by 5 or 6 friars Habited, they appeared to have on a Black Petticoat like a woman, only a little shorter, they had shoes without Stockings, a White Frock that came about the Knee, a kind of hood or Cap, a long Beard, their hair on the heads all cut off and heads shaved, 4 or 5 Boys in the Same dress, Carrying an image & Cross, a Person Carrying the Corps on his head (twas a child) in a White Box, followed by friends. They walked as the place of Interment they had no grave ready, two men came in with a Spade & Hoe, they took charge of the Corps and all the People returned & left them to Bury it as they pleased, excepting One Friar who Stayed to See it done.

Visited the Hospital, tis a Large Old Building in form of an H, did not go through it, walked about a Mile on the bank of the Canal that leads from the Back Streets of the Town near the Hospital into the Lake Porchartrain, which is Salt Water only 1½ mile from the City small Coasting Vessels from Mobile & Pensacola come up this way, Boats come from thence through the Canal into the Town, this Canal Receives all the Water from fast as they could & singing at Intervales, when they arrived at the Town drains from every Street Leading into it, the Levy prevents any communicating with the River.

The River Water is used invariably for every purpose, it is taken out above the Town & brought in Carts to every House & Sold, when kept in jars & filtered it is Clear, Cool & pleasant as any Water can be & no doubt wholesome. Many use it as it is taken from the River, but it is not Cool and has a Milkey appearance.

The Houses are all Small & very deer, a House that in North Carolina might be bought for \$100 would Sell here for \$250.

There are but few carriages & those very heavy & coarse with very mean Harness. Mules are used in the Carts as well as Horses & Oxen, tho Mules are likely and Sell very high \$2. or \$300. Oxen are likewise Large in good order & work well, are

*David Kerr or Ker was born in Ireland although a member of the Scotch family of Kers. In 1790 he was residing at Fayetteville, North Carolina, a minister in charge of a classical academy. In 1794 he was a Professor at the University of North Carolina. He removed to Lumberton, where he studied law. In 1800 he moved to Mississippi and settled at Natchez where he was appointed Clerk of the Court, then Sheriff and last a Judge. He died at Natchez in 1810.

work'd by the Horns, the Yoke placed on their Necks just back of the Horns and a Leather Strap round each Horn & fastened to the Yoke. The carts are very Heavy, wheales high without Iron and the felly 6 or 8 inches wide. The Streets being unpav'd & the Strong Clayey Sod would in Rainy Seasons be impassible were the owners of Carts not obliged to use the Wide Felly.

The ground floor of all the Houses are Occupied by Stores & Shops, the families live on the Second Floor, the back yards and alleys are all til'd with hard square tile 6 inches Square.

The Common drink is Red French wine & water. The Market was at this time but indifferently supported and Sewee Beans and Radishes are the most that is to be seen in plenty. Eggs are plenty and the Dish they Call Gumbo which is made principally of the Ochre into a Thick Kind of Soop & Eat with Rice, it is the food of every Body for Dinner & Supper, the Beef is not good, nor are the fowls, the fresh Pork is good but the Mutton excellent. I saw no Bacon or but little butter. The Bread is excellent, made of Flour from Ohio, tho have heard much complaints of its souring & being full of weavels.

In Winter am inform'd the Market is very different, the Large Boats from Kentucky, Illinois bring down almost every thing. I think a person might make a fortune by a Vegetable Garden to supply the market, the planters near the Town are too wealthy to attend to so small matters, their Sugar Plantations Occupy their attention. Their is but one Row of plantations on each side the River for about 250 Miles.

New Orleans I am informed is plentifully supplied with Oysters in the Season of them from the Bays on Each side of the Town within 3 or 4 miles, said to be large and well flavour'd the price is fixed by Government at 4 bits or half a dollar & hundred Fish are plenty.

THURSDAY, 23RD SEPT. Mr. Sweeny my Fellow Passenger and myself Walk'd as far as the Buyo, as it is Called by the French,^o which is an Arm of the Sea or Creek that comes from Spiritu Santo Bay** from the Town to the Bay is about Seven Miles. The Buyo comes up within a Mile and half East of the Town. Small Coasting Vessels from Mobile & Pensacola come up here, I counted fifteen Sail then Laying in the Buyo of Small Skallops & Schooners from the Buyo there is a Canal dug up to the Back Street of the Town & a Bason within 50 yards of the Hospital, Boats & Small Schooners come through the Canal.

The street or Road that Leads from the Town to the Buyo is all the way Built on within 50 or 100 yards, several Handsome places with Orange Groves & Gardens, the ground a very strong Clay Soil sworded over with Beautiful fine grass & clover; but

^oBayou St. John that rose in the area of the site of New Orleans and emptied into Lake Pontchartrain.

**This is the first time we have seen this name applied to Lake Pontchartrain.

has been all dug up by Ancient Irregular fortifications and Ditches to drain the Lots & Carry off the Water. I saw a lot of about 6 or 8 Acres in Beautiful Meadow Grass as I ever Saw & People mowing & Making Hay in it—at the Buyo are about 50 Houses & some Appearance of Business. Some Brick & Tile yards, Blacksmiths, etc., over the Buyo is a well built Ballance draw Bridge so constructed that Two Men can Raise it in half a Minute for a Vessel to Pass,

Along upon the Buyo above & below where the Vessels Lay are several Gentlemans Country Seats as they Call them, they are Handsome places and some of them have Large Clear'd plantations joining. The Water in the Buyo is on a Level with the Sea, the tide Rises in it about a foot from the River to the Buyo is a decent of Eight feet, all the Water from the Streets of the Town is Carried into the Canal which communicates with the Buyo, the Ground along the Buyo is dryer than about the Town as the Water more readily Runs off, but there is no spot more than five or six feet above the Level of the Sea.

This Inlet would be much used as vessels would in an hour or two be at Sea but there is a Bar at the Entrance of the Bay from the Buyo of only about 7 feet Water at high Water and the Channel for some distance through the Bay is Narrow, so that there would be no Saving a vessel that was caught there in a Storm—In this Bay are the greatest plenty of very large Oysters & here they get shells for Lime. Those that I saw are mostly small cockle shells. Oysters & Shoals are too as convenient to the Town on the West Side of the River as Arm of Woods Bay comes within 2 miles of the Town—Woods Bay Abounds with the finest fish & Turtle, the water is smooth and a Bold Shore all around, guarded all round by the Land, except at the Entrance—We were in it three days.

24TH. Din'd with Mr. Hewling,⁷ American, the Consul. He has lived in New Orleans Thirteen years, he formerly practic'd Physic here but does not now. He appears to be Largely in the Merchantile way in Copartnership with a Mr. Morgan.⁸ Mrs. Hewling, a Philadelphia Lady, has no Children, is very affable

⁷William Empson Hulings was born in Philadelphia, Penn. He was named as Vice Consul, at New Orleans, by President John Adams, on March 14, 1798, and the nomination was confirmed by the Senate. He presented his commission to Governor Manuel Gayoso DeLemos, June 25, 1798, who admitted him to the exercise of that office. The Captain General of Cuba, refused his consent, and in this he was sustained by the Spanish Government. Evans Jones, was appointed Consul, April 12, 1799, by Adams and his appointment was confirmed on December 5th, 1799. The Spanish Government refused the recognition of his appointment, because, he had taken the oath of allegiance to Spain and had not received the consent of the Royal Government to his accepting the appointment. Then Daniel Clark, was appointed. During Clark's absence from Louisiana in 1802 and 1803 Hulings acted as Vice Consul. Hulings was a physician by education, but at the time of his appointment he had retired from the practice of medicine and was engaged in the mercantile business and was a man of independent means. (See American Historical Review, Vol. 2, p. 801). See also the Despatches from the United States Consulate in New Orleans, 1801-3, American Historical Review XXXII:801, July, 1927.

⁸David B. Morgan.

& easy enclining, (like Most of the New Orleans Ladies), to be fat. I Saw at Mr. Hewling's Madam quioso,* Widow of the Late Governour & her Mother. They are from Philadelphia too. Mrs. Hewling has Standing on the Mantle piece in her Hall a Glass Globe open at the top about the Capacity of two Gallons in which she has a pair of Golden Carp that were a present from France. They are about five inches long of a beautifull golden colour, Redish fins & Beautifull form, perfectly tame, put ones finger into the top of the Glass they Rise & play round it. I saw in the Hewlings Garden the Banana, Lemmon, Lime, Coconut, Ginger, Pineapple and a variety of other exoticks all growing, the date from Zante and the Raisin Grape—the date has never bore any fruit but the Grape full.

A Boat Came down this morning from Buyo Sarah or Sarah's Creek Loaded with Cotton. I apply'd to the Captain whose Name is Salvador, a Spaniard, who promised me a passage & said he would be ready in 3 or 4 days. He can Speak very little English being rais'd among the French. I shall go in his Boat provided Capt. Mitchels' does not arrive before he is ready. Mitchell will go all the way to Natchez.

SUNDAY, 26TH SEPT. Went to Church, stay'd Only during part of the first mass, parties were constantly coming in & going out, The Organ played with Vocal Music, the Airs were Solemn but had not a Variety of Parts, there were 3 or 4 Priests in their places, one only Officiated at a time, there were a number small Boys attending in Clerical dresses and joining with Loud Voices in the performance. The Church is a large Brick Building with Two Steeples, the entrance at One end and the Priests were at the Other, no Galaries, lofty Pitched & Arch's supported by five Doric pillars on each Side done with White Stocko, about the pulpit on each Side are a Variety of Images, Pictures, etc. which Look Grand & Elegant—the floor of the Church is paved with smooth tile, the Main Isle is Broad & Spacious on Each Side are long Seats Rais'd a little.*

It is remarkable that the River Mississippi Rises every Night about a foot and falls again during the Day. This can be no effect of the Tide in the Ocean, it being only Once in 24 Hours. I have not heard it accounted for.

I saw at Wm. Shabos' a Gentleman call'd Doctor Power,⁹ who is a confidential officer of the Spanish Government, he was one of the Commissioners for Settling the line of the United States, he has just Returned from Mexico by Land, has been gone Sixteen Months, from here—he narrowly escap'd with his life, returning tho; an Indian tribe who are at War with the Spaniards, the Indians have murdered a great many Spaniards.

*Gayoso (?)

*St. Louis Cathedral at Jackson Square.

⁹Dr. Thomas Powers, was a representative of Carondelet in his negotiations with General Wilkinson, Sebastian, Brown and others, during the time of the so called Spanish Conspiracy in Kentucky and Tennessee.

Sundays in New Orleans is distinguished from any other day in the Week by the Custome & other Public Offices being shut by the Negroes & Slaves working or playing on that day, for themselves,—the Mechanicks Shops not publickly open, but Most of the Stores are open as Usual, particularly till after Dinner, Amusements are more common than on any other day, playing at Cards, Billiards, Music, Dancing, etc. without restriction, the Ladies go to Church a few minutes & People on Sunday are generally better dressed.

An Armed Schooner with 35 Men called a Privateer of Bole's was lately taken by a Spanish Armed Vessel near Pensacola & brought in here. The men are all in Irons in a Dungeon, they made no resistance when they were taken. There is no News Paper Printed here so that particulars are not publickly known.

MONDAY, 27TH SEPT. Spent last Evening at Mr. Morgan's, Mr. Hewling & Doctor Flood¹⁰ were there, a variety of conversation passed, Vaccine Pox, mode of preserving Butter, Beef, etc. in Warm Climates, Effect of Charcoal in Correcting Ill qualities in Water & Removing Rancidity in Butter.

The Inhabitants of the Mississippi are much less afflicted with Ague & Fever than the People of the United States immediately on the River. New Orleans thought more healthy than Charleston, inferiority of the Water one Cause of it.—Mr. Hewling's Opinion upon the Diurnal rise & fall of the river, Owing to the difference of the Atmosphere in day & night.—Last Night (Sunday) there was a Theatrical exhibition, understood a full house, the same last Sunday Night, best Houses Generally Sunday Nights. Last Thursday Night a very Sudden Change of Weather, Friday Morning many people had fires, so Cold the Mercury fell from 86 to 50—it Continues Cool Time—Doctors Spencer & Flood say a number People complaining. A Post goes between this place & Natchez once in two weeks, the expence defrayed by a subscription of the American Merchants, the Post goes along the River in five days, distance about 240 Miles.

A Gentleman who has something to do with the Shipping of Sugar says there are below New Orleans on the River fourteen Sugar plantations and on the River above the Town fifty eight, making 72 in the whole, and that the quantity made will average 75,000 Wt. to each plantation, the whole amounting to 5,400,000, upwards of five Thousand Hogsheads.—This Sugar Generally Sells at \$6 a hundred, which will Amt. to 324,000 Dollars. It is only five or Six years since the Commencement of the Sugar planting, the quantity is rapidly increasing, a good deal is refined & distilled.

¹⁰Dr. William Flood, an American physician who had moved to New Orleans. He was one of the members of the first legislature of Louisiana, under Claiborne; a Major of militia and served as a surgeon on General Jackson's staff at the Battle of New Orleans.

THURSDAY, 28TH SEPT. Din'd yesterday with Mr. Morgan, no person but Doctor Flood din'd there. Mr. Hewling was expected but sent an apology. Mr. Morgan is a Philadelphia Man, is a partner of Mr. Hewlings in Trade, is a Widower, a Young Lady his Niece is his House Keeper, He has a fine little Boy, his son, about Eight Years Old.

A Very tall Man in a Blue Frock & a Large Cock'd Hat with a Pipe in it, he wears one side of his Hat before, has a stooping gait, long yellowish whiskers on his cheeks, appears to be turn'd of Forty & of rough manners—is often seen in the Streets. I enquired of Mr. Hewling who this man was, he told me he was Col. Fulton¹¹ of the French Army, he came lately from St. Domingo, he talks of the intimacy with Buoneporte, of his often fighting by him side by side and that he is sent here on confidential business. Mr. Eastin, a gentleman from Kentucky here inform'd me he knew him in Kentucky when Jennet¹² was giving the Americans commissions & Col. Clark¹³ of Kentucky was raising troops to drive the Spanish from the Mississippi, that he believes this man was commissioned as a Major by Jennet, that he understood he was from North Carolina and went to France after that expedition, was stop'd by the Government of the United States—he is looked upon here as a spy by some people.

Mr. Eastin has built a Ship & a Schooner in Kentucky that will be down here in the Winter as soon as the Water rises. He says preparations are making for the Building of 10 or 12 more by different People, everything about them is made in Kentucky except the Sails.

House rent in New Orleans is excessively High, a Mr. King for a House used as a Tavern Gives 1200 Dollars a Year, which is equal to five years Purchase, I believe that is about the rate of rents in general unless it is very valuable & expensive Houses or in obscure or disreputable parts of the Town. There are a number of Houses building but not so many as might be sepos'd from the high rents. Money can better be employ'd in making Sugar, Rum & in trade, the prospect of a change in Government, this province being ceded to the French Another Cause.

Just Back of New Orleans there is a Saw Mill work'd by two oxen & two mules, who work it only by walking on the side

¹¹Colonel Samuel Fulton, was born in North Carolina. He was in the employ of the French Directory and was sent as an agent to the Creek Indians. He was employed by the Spanish to help in suppressing the Kemper uprising. He was agent of the United States for the opening of the mail bags at Baton Rouge and distributing such mail as might belong there. He was one of the leaders in the West Florida Revolution and was a Lieutenant Colonel in their militia.

¹²Edmond Charles Genet, born at Versailles about 1765. At 24 he was the Secretary; later Charge d'Affaires to the French Embassy, at St. Petersburg; then Minister to Holland. In 1792, he was sent to the United States as Minister, where he arrived April 8, 1793. His career in the United States is well known. After his commission was revoked he became an American citizen, married a daughter of Governor Clinton of New York and died on Long Island in 1834.

¹³Colonel George Rogers Clark of Virginia and Northwest fame.

of a Horizontal wheel, one Edge or Side of it is elevated about ten degrees, the Bottom is floored all Round the Cattle are Put on one Side so that they always appear to be walking up Hill, some strips are pin'd on where the Cattle tread to prevent their slipping, the Heads of the Cattle are fixed to a Piece immovable so that they always appear to be walking forward but never advance any, the weight of the Cattle on the wheel constantly stepping gives it motion—to the upright shaft over the Backs of the Cattle is a Log wheel about Ten feet diameter which turns a Horizontal Shaft by a Drum Wheel. On this Shaft is a Large whirl and a Band of Raw Hide Six Inches Broad which goes round another whirl one quarter the diameter, upon a shaft on the end of which is the Crank—the Cattle were taken off to be fed & another set put on. I believe one Ox would be sufficient to work a Cotton Machine—The Saw Mill I would think would not cut more than 7 or 8 hundred feet in a day, it did not go so fast as those mills I have seen at work that the worker said would cut in Ten Hours.—I am told there are a number of these Mills in this country for Gining Cotton, Grinding Cane & Beating Rice.

I went again to see the above mention'd Saw Mill, the diameter of the Large Wheel that the Cattle are on is 34 feet, the log wheel 10 feet, the Arms of the wheels are at right Angles with the Shafts so that the Shaft does not stand upright but Leaning, the log wheel works as well as though it was Horizontal.—There is a heavy Iron Hoop about ten feet diameter in the center of which is the Horizontal Shaft on which is the Band Whirl, these are 4 Iron Arms from the Minor Edge of the Iron Hoop—which connects it to the Band Cylinder, when the machinery is once sat in motion the weight of this Iron hoop greatly facilitates it.

There is Flooring on the tread wheel about $4\frac{1}{2}$ feet next the Outer Edge, on which the Cattle tread, from the Arm just within the floor'd part are strong Hanging Braces from the Arms to the Main Shaft the upper ends of the Braces are Inserted into the Shaft just below the Arms of the Log Wheel—These Braces keep the main wheel from Saging by the weight of the Cattle.

Round where the Cattle Stand is a Stall boarded up on three sides to keep the Cattle in their places, the Posts of the Stall are Hanging & unconnected with the wheel, which turns round under the Stall while that is immovable, when the wheel stops it must be done gradually or it would through the Cattle down, this is done by a large Leaver elevated about 45 degrees, the Lower Edge of it pressing against the out edge of the wheel by means of a pin about 2 feet from the Bottom forming a Pivot, and the Leaver is only a Round pine pole about 10 feet Long—when the top of the leaver is pulled sideways so that the Bottom of it presses hard against the outer edge of the Wheel, gradually stop-

ing it, the top is fastened or Belay'd by a rope that is made fast to it & round a Pin in the Post—when the Machine is to go again you Speak to the Cattle who begin again to step & at the Same time Loose the Leaver and take hold of the Iron Hoop & pull it round & it begins to move going faster & faster till it acquires its velocity, the Cattle walking a quick step as though they were rising a moderate Hill. The man who tended the Mill informed me he cut four Logs a day of about 12 feet Long & 14 Inches wide, making 52 lines, which made by calculation 700 feet of Boards of an Inch thick.

After leaving the Mill Mr. White¹⁴ who went with me propos'd on our return to Call in & see the Theatre, which I found a Long Narrow building, a long state the Green Room back, a Long Pitt, but very little elevated, lower side Boxes & Galleries, the upper one for People of Colour who are never permitted to mix with White People—in front over the Back Pit Seats are two Boxes that will hold about a dozen Each—one is the Governors, the other is always reserved for American Gentlemen Strangers. The Scenery is very ordinary & wants Variety, the whole House is Roughly Built and now Looks Shabby, the Paper that once covered the Rough work is peel'd off in spots and very much defac'd. The man who shew'd it say'd it cost about 8 years ago when it was built 9000 dollars. It was built by a Company Subscription.

Mr. White then took me to see a House a Mr. Moore was building. It is not all finished, it has been upwards of three years building it will take at least six months yet to compleet it, it contains about fifty apartments & will cost when finished eighty Thousand Dollars, the walls are Brick, the front highly ornamented, the passages are floored with Marble & the Back Saloon Marble Chimney Pieces, 2 flights of Mahogany Stairs of four Stories each, the hand Rail round the Stair Walls without a Break, the Roof of the Front is Slated, the Back Wings are flat Roofed, a Balustrade all round, Large Window,—The Carved work of the Chimney Pieces & Arching of the Windows and Sides is very Rich & Handsome, the Cornishing Rich and Bold, and Handsomely painted—The house is, I believe the Highest in the Town from the Top of which is the most advantagious view of the Town that can be had.

The Greatest Number of the Houses Particularly those Newly Built are flat Roofed, they first lay on Strong Beams, a little sloping thin plank, then Plaister of lime, earth & Tar, then Brick Tile lay'd in Lime, over all & Rough coat of Tar Lime & Oyster Shells that in length of time become like Solid Rock & never Leak a drop, a Balustrade round ornamented with Urns, Balls, etc. and the tops of the Houses are as their Back yards, the

¹⁴Maunsel White, an Irishman, who resided in Louisiana for a number of years under the Spanish Regime. He was an extensive planter and business man, became an American citizen and was an officer in the Battle of New Orleans.

women wash, iron, sit to work & the Men walk on them & go from the top of one House to the top of another & visit their neighbours without having any thing to do with the Streets below. Many have shrubs & flowers growing on their houses—no wood shingles are used, either cement, slate or Tile. Mr. Moores House when finished will undoubtedly be the Best in Town but a great proportion of the buildings are very expensive, durable & handsome.

29TH. Din'd with Mr. Hewling the Consul by invitation yesterday, the Company were Two Gentlemen, Mr. Morgan & Miss Copperthwait, a Beautiful young Lady, Born in New Orleans. After Dinner before Tea walked about a Mile to see a Cotton Machine & Corn Mill that work'd by Horses Walking on the Wheel, the Principles of the Mill Similar to the Saw Mill above described, the mode of packing Cotton the Press, etc. altogether on a plan I never before have seen & the two machines with 68 Saws Each work'd by the Same Wheel on a plan much improved from any in Carolina—After staying an hour at the Mill Returned by where the Jesuits Us'd to live before their Societies were abolished, the remainder of their buildings, their Orange Groves & Garden are now existing though it is 40 years since they were abolished.

30TH.—Met with a Barge belonging to a Spanish *Catoline* by Name Salvadore of Bayou Sarah, he promised me a passage next day, the Barge would start prepared, accordingly Mr. Huling went with me to the Governor to get a passport which obtained he gave me letters of introduction to Mr. Philip Hickey¹⁵ near Batton Rouge, Major Stephen Minor,¹⁶ Governor Sergeant,¹⁷ William Dunbar,¹⁸ near Natchez, which I found very serviceable. Mr.

¹⁵Philip Hickey lived in West Florida, under the Spanish Government and held a local office. During the West Florida revolution he was one of the leaders of the uprising that declared the Independence of West Florida. He lived near what is now called Fort Hickey, on the Mississippi River.

¹⁶Stephen Minor, was a native of Pennsylvania, where he received a liberal education. At an early age, he turned his foot-steps towards the West, visiting among other places St. Louis, where he made the acquaintance of Colonel Howard an Irishman in the Spanish service. He was sent by Howard to New Orleans with dispatches for the Governor General and was persuaded by him to enter the Spanish service. He was soon commissioned as a Captain in the Spanish Army and assigned to Natchez—here he was retained until its final surrender. He never lost the confidence of th Spanish nation. When Gayoso was transferred to New Orleans, Minor was made the Governor of the Natchez District. He with William Dunbar, was appointed as Spanish commissioners to establish the boundary between the United States and West Florida. After Natchez was surrendered to the United States, he took the oath of allegiance to that Government and rendered valuable service to his country. He died at Concord, near Natchez. He was a man of remarkable financial ability and rapidly accumulated property. Like all men of pronounced characteristics he had many friends and bitter enemies. (See Claiborn's Mississippi 199-200).

¹⁷Governor Winthrop Sergeant, was the first Governor of the Mississippi Territory.

¹⁸Sir William Dunbar, was born in Scotland. He came to America in 1771 and settled near Pittsburg. A few years later he moved to the Natchez-Mississippi District, then owned by England. He became a very successful planter. He was a lover of science and has been rightly termed "The First Scientist of Mississippi." He was one of the Spanish Commissioners for the surveying of the Thirty-first parallel of latitude the division line between the United States and Spanish Terri-

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The Barge Sat off about 2 o'clock P. M., my baggage not on board, Got a Cart and pursued along the Levy 2 Leagues to Pacon Pt. where Got on Board, the Wind fair, the Barge Landed on the W. Side the River after Sun down Six Leagues from Town, the Boatmen made their fire & I got a mulatto Boy who spoke French & English to go with me to a French Gentleman's house near where we Landed where I Asked to Stay all Night, Announced my Name, profession & Country.

An Old Gentleman met me at the Steps, shook me by the Hand and Gave me a hearty welcome & envited me to Sit down in the Gallery where were two Men Sitting with him who I after found to be Americans from New York who were doing some Mill & Machine work for him. The Old Gentleman spoke no English, his name was DePann,* appeared to be very Rich from the number of Servants, furniture, Plate & buildings he had—soon after I sat down I had lay'd my hat on a Table the Old Man brought my hat & put it on my head and told me in French that the dew was unwholesome and then retired into his Room—soon after the Bell rang I asked what twas for & was told twas for prayers, proposed to attend but was told was for the plantation Negroes & none attended that did not choose it but it was a family regulation that was never dispenced with.

The Old Gentleman did not appear again till Supper was announc'd in the Great Hall. I then discovered that he had on my acct. been dressing himself. The Table was elegantly set, and a variety of Dishes of Meat, Sassage, Hashes, Stews, Sallads, Vegetables & with Handsome plate, Silver forks, Spoons, etc. a Variety of Wines, but none but Claret was touched. The old Gentleman placed me next himself, a Clean Napkin to every plate, he politely helped all at Table and Envited every one to drink, setting the example himself—

During Supper and for an hour after he Conversed freely on Medicine & the Small Pox which had been thro his family, it getting Late wit'drew as I afterwards discovered to Examine if my Room was ready, and a servant was directed to show me the Room which I found in the neatest Order, a Clean Handker-

tory from the Mississippi River East. He became a citizen of the United States and was a highly appreciated correspondent of Jefferson. He was in charge of the expedition that explored the Red, Black and Ouachita Rivers after Louisiana was acquired by the United States. He kep a journal of his travels which was printed in the Annals of Congress and later in a separate form. He was honored by the United States and Mississippi by being appointed to important political positions.

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chief for my head, wine & water. On the Toilet a Guglet Bason & Towell on a stand with Powder, Combs, Pomatum, etc. and some Books.

As I intended to start by day light for fear the Barge would wait for me I went immediately to bed soon after the Old Man came to my door and asked me, *couchee Monsieur* (are you in bed, Sir). I answered him in the affirmative, he then told me *Bon Repose*. I saw no more of him.

I have related this night's entertainment more particularly for it is an almost exact specimen of what I experienced every night I was on my way up the River for ten or twelve Nights, Among those Hospitable and friendly People, it would have been an unpardonable offence to have offered pay at any place I stayed at.

I was down to where the Barge Camped before Day light, but it was gone. I then proceeded on along the Levy as fast as I could walk, Houses all along like a village, Sugar & Cotton plantations alternately, Houses like palaces & plantations like pleasure Gardens. The morning was cool and the walking pleasant, but I saw nothing of the Barge the wind was fair & they Sailed faster than I Walked.

I stopped about Nine O'clock at a Sugar planters who immediately ordered me breakfast of Coffee, eggs, etc., after which I walked on again, but was overtaken by one of the Mechanicks I saw at Mr. DePann's the Night before on a Horse, he propos'd that I take his horse for a few Miles, I did so, the Barge still out of Sight, he kept me on his horse till we were twenty Miles from Mr. DePann's, stoped at a House, drank some Punch, he went on & left me, in the Cool of the Evening, after Dinner, I walked on again, passed a Church, a Clump of Houses near it, Passed a Gentleman's House who was sitting with his wife & Children under the shade of some Orange trees in his Court Yard, I stoped, he spoke to me in English asked me to rest myself. I Sat Down, he Ordered some Wine & Water and invited me to stay all night, being very tired for I Never had Walked as far in one day before in my life, I consented.

Before I arriv'd at this house I had seen the Barge on the other Side of the River, stoped, the people Cooking and refreshing themselves. While I was setting at the door of this House I saw the Mast of the Barge passing by within 50 yards of the House and stoped for the night half a Mile above.

Just at Sundown There came into the Gate Two Young Ladies Handsomely dressed, a Lad and a little Miss, the Gentleman presented them to me and told me they were his Children who had been to a Dancing School, the two young Ladies one in particular I thought very pretty, but as they spoke no English & I did not speak French Enough to converse with them, could judge of them only by their appearance. Tea was handed about

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soon but nothing with it, in the evening after Sitting in the Outer Hall an hour or more Supper was announced, in a Long Cool Room, open to the Back Yard, a Variety of Dishes were on the Table, sassages, eggs, meats, Sallads, etc.—after supper was conducted into a cool room on the Ground floor, a neat bed with a Pavillion round it, I went directly to bed & slept till day light. I got up and went away without disturbing the family. The name of this Gentleman I did not acquaint myself with, which was an omission I very much regreted after.

I got on Board of the Barge before it started and continued on Board all that Day, we ascended the River that Day about Seven Leagues, the Country exhibiting on each side of the River a Beautiful appearance, interspersed with Sugar and Cotton plantations, ornamented with Orange Groves, Gardens, etc. and Large numbers of Cattle, Horses, Mules & Sheep covered the Banks of the River, which is a most Luxuriant Pasture, from the Edge of the Water to the Fences within the Levy.

At Night stoped to Camp on the same Side of the River as the Night before, I went to the Nearest House, who was a Frenchman's spoke no English, but had a servant who spoke good English, was Politely received, this Gentleman's name is Rano, had been a Merchant in New Orleans, had a partner by the name of Beitee, who was there that night with his daughter, some Carpenters I Likewise found there at work on a Mill, who were Americans from the State of New York. Mr. Rano had no wife or white family—did not get away next morning untill the Barge had started, but overtook her about Ten O'Clock, after passing the Lafrosh¹⁹ River or Bayau, which is at high water a Large River Running out of Mississippi and empties into the Bay of St. Bernard, but at Low Water is a dry Bayou.

This is about sixty miles above New Orleans—along down this Bayou on Each Bank it is Thickly Settled and Levy'd out like the Mississippi. The Inhabitants along here are Called Arcadians, from the first Settlers of them coming from Cape Britton, after that place was taken by the English about the year 1755. These People called themselves Neutral, refus'd to take the Oath of Allegiance to the British Government, were brought off and distributed in the Eastern & Middle States, where they lived Ten or Twelve years, till about the year 1767. Settled on the Mississippi, this part of the Country where they live is called the Arcadian Coast, the Old People all speak good English; but the young Ones who have been born and raised here French. They are Industrious kind People, many of them wealthy and make a large quantity of Cotton; but their part of the Country is not so highly Cultivated as the Dutch Coast joining below or the French Still Lower towards Orleans.

I kept on Board the Barge the remainder of this day, wind was fair and the Patroon's Acct. of the distance of this day was

¹⁹Bayou Lafourche.

Eight Leagues, some points or Turns in the River we passed during the Day that are not cleared or Settled, owing to the Banks falling in and the difficulty of keeping up the Levy. I intended to have called at Mr. Baylie's who has a very handsome place on the West Side of the River and Carries on a Cotton Manufactory with the Carding and Spinning Machines; but it was not convenient for the Barge to Stop.

After Sundown we stoped on the East Side of the River, as Usual I went to the nearest House, which was but a few steps it hapened to be an Arcadian by the name of John White, as he told me in English; but LeBland in French. Mr. White & his wife spoke good English, they lived they inform'd me Twelve years in the State of Maryland; they are good livers but not wealthy, are kind and Hospitable, have two Handsome Daughters; but they speake no English. Mr. White observed to me that French was more easily acquired than English, for himselfe and Wife had taken great pains to learn their Children English, they had for sometime spoken nothing but English in their family, but they would not speak it; but if an American came and settled there he learnt French directly.

The next morning was at the Barge before it Started, went on Board & continued all day. we got on this day about Nine Leagues, passed many handsome settlements; but some spaces of woods unsettled, we landed after Sundown again on the East Side of the River about a Mile below Mr. Philip Hickey's to whom I had letters from the American Consul at New Orleans. I arrived at his House an hour after dark, was Receiv'd in a most friendly and Hospitable Manner, the Family had Sup'd and Mrs. Hickey, his Son's wife had retired, the Old man is a Widower and no white woman in the family but young Mrs. Hickey. Supper was immediately ordered for me & the sideboard with a variety of the best of Liquor, the Old Gentleman and his Son Sat to the Table with me and were very polite and attentive, but totally free from all ostentation & useless ceremony. An Elderly Man was in the Hall who they called Stevens, who I understood had been many years in the family in Character of a Musician.

Mr. Hickey is an Irishman born, has lived thirty or forty years where he now does, is remarkable for his good living and Hospitality, is very Rich and keeps up a great degree of Sociableness in the Neighbourhood. His son is a Genteel young Man who is his Only Child. After Supper the Old Gentleman kept the wine moving got very merry, sat up late and insisted on putting me to bed himself, and seeing that nothing in my room was wanting or amiss. I arose early in the morning Intending as I had told him and his son overnight to go away before they were up; but they were both up as soon as I was, went with me to the Barge and ordered some Cold Round of Beef, some wine, etc. to be Sent to the Barge for me and expressed regret that I could not stay some time with them.

The Barge had to stop to deliver some goods at Mr. Rowel's a Mile above and at Madam Joyce's, so I concluded to walk on along the Levy, the Morning was Cool and Pleasant. Twas 6 Miles to the Fort at Batton Rouge, I kept on and arrived there on foot before the Barge, waited on the Governor, whose name is Grandpre,²⁰ of French extraction, was born in Louisiana, was educated in France to the profession of the Law & is universally esteem'd & a Man of Politeness, good Sense and Strict Integrity, he is a widower about 50 years of Age, his wife was a French woman, Born at the Isle Enois, he speaks English, has several Children, Daughters nearly Grown, he received me Politely, I presented him my Passport from the Governor of New Orleans, he countersigned it & ask me to sit down in his hall, conversed for some time, I took my leave, as I was going out of his Gate he called a Soldier, told him to take the place of the Centinel at the Gate, and directed that man who spoke English to go with me and wait upon wherever I choose till my Barge Came up, he did so; I went into the Fort & through it, Examined the Situation of the Bluff the Land Adjacent etc. for an Hour when the Barge arrived.

Baton Rouge which is about 125 Miles above New Orleans is the first high Ground you approach in assending the River, it is a Handsome Bluff elevated about 50 feet above the surface of the River, the Ground Back as far as I could see a Handsome Level, even with the Bluff, it appears to me by far the most Eligible Situation for a Town on the River, between the Mouth & the Chickasaw Bluff.—Vessells find no difficulty in getting up the River thus far, the Banks below are Cleared & Low, no Hills or Lofty Trees to intercept the wind from the Sails, nor difficult turns in the River, at Least not so much so as the English Turns Six Leagues below Orleans.—Here is a Small Fort dirt walls, Surrounded by a Ditch and Pickets, about Thirty Cannon Mounted on the ramparts, and about 50 Men, this Fort Appears to have Command of the River; the Country back and from this upwards a Rich Soil and beautifully timber'd and will admit of being Thickly Settled.

Went on Board the Barge about 12 o'clock, proceeded on about 12 Miles, Settlements all along by Americans, but Scattering, and as no more embanking out of the River is Necessary the Country has a different Appearance from what it has below—we Landed before Night opposite W. Ross' plantation to deliver some goods, there came up a shower, I went up to Mr. Ross' House and returned no more to the Barge. Breakfasted next morning with Mr. Thomas Lilley who lives half a Mile above Mr. Ross', he was formerly from Maryland, is a Merchant & of very Gentlemanly manners—After Breakfast it was Cool, I went

²⁰Carlos Grandpre, who was the Spanish Governor of West Florida at the time of the West Florida revolution.

on walking for five Miles through a Beautiful Magnolia Grove affording a dense shade, I had an Umbrella in my hand but the pathway Mr. Lilley put me in was so compleatly shaded I had no Occasion to use it, I never before Saw a finer Soil or a more beautifull Grove of Timber.

According to Mr. Lilley's directions I arrived at Mrs. Nash's about Ten O'Clock, this Lady is Sister of Judge Lewis of the Mississippi Territory, a Native of Rhode Island, but the family have been many Years settled on this River, her husband died some years Since, she lives in a Beautiful Rural place and Nothing can exceed the Richness of the Land. Mrs. Nash treated me very Politely, Invited me to Stay to dinner, I did so and in the Cool of the Evening proceeded on five Miles farther through the Same Kind of Lands and Growth, to a Mr. Lowden's, a Scotchman, who has lately settled a New Place; he has no Slaves nor will he have Any, he lives well & I no where met with more open, plain Hospitality.—I Never Saw every thing growing in higher perfection than this Honest Man had, & every thing about him was fat, he invited me to Walk with him about his farm garden & the pleasure seemed Reciprocal.

I Stay'd with him all Night, and Sat out Early next Morning, he walked a mile or two with me, the Same Beautiful Rich Lands and Magnolias Continued for five Miles to Thomson's Creek where I arriv'd before Breakfast to the place formerly own'd by the Commendant Blanchard who sold it to Col. Marbury from Georgia, now own'd by a Mr. Murdock; but Occupied by a Mr. Darby where I Breakfasted and was civilly treated, this is a Handsome place, a Large clear'd Plantation, the House on the Bank of the Creek 7 or 8 miles from the River, this Creek is Navigable in time of high water in the Mississippi, Several Miles above this place affords Large Bodies of Excellent Low Ground, but I think the uplands are preferable, they are as Rich & not so Stiff, Cannot be Called Hilly, but Rolling Lands. On this Creek is a Numerous Settlement of wealthy Cotton planters.

After breakfast I cross'd the Creek & was directed to the House of Isaac Johnston, Esq., an Alcade formerly from Liverpool in England—which is five Miles from the Creek. I passed by a number plantations on my way thither, was Received by Mr. Johnston in the most hospitable and friendly manner, he invited me to Stay to Dinner, did so, it rained a small shower, he would not permit me to offer to Leave his house that evening. Next morning after Breakfast he had two Horses Saddled, one for me and one for his little son to Accompany me to Mr. Bradford's, four miles from his House, I had letters to Mrs. Bradford from Mr. Young of New Orleans—An English Gentleman who was there accompanied me thither, passed a number large fine plantations on the way, the Lands excessively rich, well laying & pleasant.

Arrived at Mr. Bradfords,²¹ was Received politely by Mr. Bradford, he had rode out here, I stayed five days and was Treated with great kindness and Hospitality. Mr. Bradford rode with me through the neighbourhood and made me acquainted with a number of his friends & Neighbours, I can truly say I never was so much charmed with any Country I ever before Saw as the Neighbourhood of Bayou Sarah, The Country is not flat but Gently Rolling, the Richest Uplands I ever Saw, the Climate pleasant, the People appear healthy, the fields cloth'd with Verdure and the unclear'd Lands an Entire grove of Poplar, Walnut, Hickory, Oak, Grape Vines, Sarsafra, Magnolia, etc., here I thought was the country in which I would be willing to rest.

Before I left New Orleans I had written a Letter to a friend in Natchez requesting a Horse to be sent to meet me at Bayou Sarah, as the Barge that brought my Baggage to that place was going no higher up the River, I put my things excepting a Shift of Cloathes on Board of a shallop that was bound for Natchez & Expecting hourly to hear of my Horse, while I was thus waiting I receiv'd a polite message from Mr. Johnston inviting me to his house, ye bearer inform'd me that Mr. Johnston was going to Natchez in two or three days and would be glad of my company & if I heard nothing of the Horse I expected it would be perfectly convenient for him to furnish one,

I waited on him next morning and the plan of our journey was soon concluded, and we sat out the day following but one. Mr. Bradford then inform'd me if I had express'd the smallest desire of getting on I should have been very welcome to a Horse of his, which I might have kept till it was convenient for me to have return'd. Mr. Bradford liv'd once in the Back Part of Pennsylvania and remov'd to this country on Acct. of his being charg'd with fomenting the famous Whiskey Insurrection as it was Called, he was in that Country a Lawyer of emrrinence, but where he now lives Lawyers are not wanted, he is so well Settled and by Cotton Planting is Accumulating Considerable property that what he once thought the greatest misfortune he is now convinced was an advantage.—

OCTOBER 10TH, 1802. Sat off from Bayou Sarah with Mr. Johnston and a Clergyman by the name of Cooper from So. Carolina who Preaches about in different parts of Mississippi Territory, but was not permitted to Preach below the line in the Spanish dominion, where no Sect but Roman Catholicks are admitted in Public. We din'd at Esquire O'Conner's²⁰ Alcade of the upper district of Bayou Sarah, he is an Irishman, has liv'd in this

²¹David Bradford, was a very prominent lawyer in Western Pennsylvania during Washington's administration and was one of the leaders of the famous "Whiskey Rebellion." Due to his participation therein he thought that it was best to leave the United States and go to the Spanish Territory where he settled in what is now West Feliciana, where he became a planter. There seems to be no record of his ever engaging in the practice of law at his new home.

²²John O'Connor.

country a number of years, has a very Handsome & most valuable plantation and is much esteem'd for the mildness and agreeableness of his manners as well as his Hospitality—

After dinner rode to Mr. Munson's who lives 2½ Miles above the line. Mr. Munson is from Hallifax, No. Carolina. We stay'd all night at his House, who has very Rich Land but somewhat hilly. This is about 26 miles from Mr. Bradfords—here the country is very much broken with Hills, after leaving Mr. Munson's about 2½ Miles came in to the New United States Road, made by the Army. This Road has been made with immense Labour, passing over a very hilly country it begins at the line, passes by Pinkneyville, a small Town where the Court of Wilkinson County is held 5 or 6 Miles from the line and about ten from the River. Leaving Fort Adams 2 or 3 Miles to the left & crossing Buffalo above Smith's Ferry, in passing along this Road, till we arrived to Madam Piercy's, which is about 12 miles from Mr. Munson's & 3 or 4 from Fort Adam, Saw Nothing but excessively Rich broken Hills, some small Settlements, interspersed among them, we din'd at Madam Piercy's, this Lady has a very Handsome plantation, lives in Handsome Stile & has a Great number of Slaves.

After dinner we proceeded on along the Swamp Road as it is Called, through Lands that are Ten or 12 feet Water when the Mississippi is up, a beautiful Land & shaded Road, hard and dry this Swamp, as tis Called, is made no use of, it is from 5 to 8 or 9 Miles wide affording the finest timber and Range for Cattle & hogs, but as the water always falls by the first of June & never Rises again till the following Feby. or March it might be cultivated in Corn, or Oates, nothing can be Richer, and tis very Level, no small Growth, the only inconveniency that would attend the Cultivation of it is the keeping up the Fences which the Freshes would always break or carry away. This Swamp Continues from Mrs. Piercy's to Buffalo, which is Ten Miles, bounded by Broken Hills totally uncultivated, covered with thick heavy Cane—

We stay'd all night at Mr. Smith's who lives on Buffalo & keeps a ferry—This River is not more than 40 or 50 yards wide at Low Water is navigable for Large Barges when the Mississippi is up for 20 or 30 miles, affording a considerable quantity of Rich Low lands bounded by Rich Hilly Lands—from Buffalo to Homocheti is Ten Miles over this Stream, is likewise a ferry, it is Something larger than Buffalo and Navigable for about 30 miles, affording some of the finest Settlements in the Territory, from Homocheti to Col. Anthony Hutchin's²³ Six Miles, this is

²³Colonel Anthony Hutchin, was born in New Jersey, joined the British Army, served in the French and Indian War under General Amherst; retired on half pay and settled in North Carolina; then moved to Natchez in 1772. During the revolution he was a Loyallist and had to leave Natchez and go to England where he resided until after the forming of the Government under the Constitution. He returned and took the oath of allegiance to the United States and lived in Mississippi until his death in 1804.

the place that used to be Call'd the White Apple Villiage on second Creek, which is a branch of Homocheti, on which are a number of Old Rich Settlers, the Lands Level & Rich, well water'd & very pleasant.

We arriv'd at Col. Hutchin's while they were at Dinner, we din'd & stay'd all Night, Mr. Johnston being an intimate and an Old Acquaintance of the family. Col. Hutchins was not at home—next day arrived at Natchez, being 12 Miles, before dinner, passing a number of Handsome plantations, the country somewhat Hilly. Din'd at the House of a friend of Mr. Johnston's where he took me, In the evening Rode to the little Villiage of Washington, the Residence of Governor Claiborn²⁴ & Judge Kerr near which lives Mr. Willis.—here I spent several days very happily in the family of my old friend & acquaintance, Judge Kerr, who introduc'd me to the Governor the evening of my arrival in whose family I soon became domestic.

I after a few days Rest visited the Late Governor Sergeant to whom I had a letter of introduction from the Consul Mr. Hewling at New Orleans. I spent Two days with Gov. Sergeant after which delivered a letter of introduction from Mr. Young to Mr. Hunt who treated me with Great Attention & Politeness, and presented me to a number of his friends, Col. Steele in particular, with whom I afterwards cultivated an Acquaintance with much pleasure and satisfaction. Next day I called on Major Stephen Minor to deliver a letter I was likewise the bearer of from Mr. Hewling.

Returned to Judge Kerr's at Washington same Evening invited next day to dine with the Governor, did so, Mrs. Claiborn from home on a Visit a number of Gentlemen at Dinner drank wine freely till near sunset, Same Evening Mr. Hunt Called upon me with a Horse Saddle & Bridle for me and invited me to take a Ride with him to Coles Creek where he had a store about 20 Miles above. We immediately sat off, the Evening was pleasant & we arriv'd at Mr. Hunts place at Huntston before Bed time, I regretted passing through a part of the Country I had not seen after dark, which depriv'd me of the pleasure of seeing the Country to advantage.—

This Villiage of Huntston, or sometimes Call'd Greenville, is near ye North Fork of Coles Creek, is the County Town of Jefferson County. There is a Court House, a Jail, several Taverns, two or three Stores & some Mechanicks—The Landing is about seven Miles below this little New Town a few Miles up the Mouth of the Creek. This Surrounding Settlement is becoming Rich by the Cultivation of Cotton, the Lands more Level than in the neighborhood of Natchez, but a newer settlement & less Wealthy, but Thick settled by an industrious people. Col.

²⁴William C. C. Claiborne, was the Governor of the Mississippi Territory, in 1803. He became the Governor General of Louisiana and Governor of Orleans Territory and the first Governor of the State of Louisiana.

Girault lives about a Mile from Mr. Hunt's Store with whom I was made acquainted, din'd & spent an evening.

Next day went to Mr. Henry Green's whose wife I formerly had been acquainted in North Carolina. She was the daughter of General William Davidson who was killed at Baly's Ford on the Catauba River by the Army Commanded by Lord Cornwallis. I spent two or three days agreeably. Mr. Green rode with me about the neighbourhood, he lives 6 miles from the Court House, I found the Lands in this neighbourhood Broken & Hilly, except on the different Branches of Coles Creek, which afford Excellent Bodies of Rich, well lying land. Mr. Hunt being oblig'd to return to Natchez proposed to me to remain on Coles Creek for a few days & he would be back and go with me to Bayou Pierre where he had a Store & plantation, he did not Return, Mr. Green was coming to Natchez & I came down with him where I spent some days and made some progress in the business that brought me to this country with ye executors of General Willis.

Between Washington & Huntston, alias Greenville, we passed through a small Villiage 6 miles from Washington, called Ellicotsville, or Settler Town, where are two or three Taverns & some small Stores, the country round very thickly settled though hilly but very Rich Soil—near this Villiage on the Land of Mr. Griffin is a remarkable Mound of a rectangular parallelogram form, on the Top, nearly 40 rods broad & Level, the Base considerably Larger, remains of a wide Ditch round it, the top of the Mound is Elevated near 50 feet above the Common Surface. There are several smaller Mounds round it and they are found all over the Country. I saw one nearly as Large as the above mentioned 2 or 3 Miles above where Gen'l. Lyman used to live on the Big Black, 'tis in a field, I did not go on it, having company I did not wish to part from who were in a hurry.

**LETTERS OF DR. JOHN SIBLEY OF LOUISIANA TO HIS
SON SAMUEL HOPKINS SIBLEY, 1803-1821**

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Natchez 28th Feb. 1803.

DEAR HOPKINS:-

On the 20th of Janry. I received your letter of Dec. 8th the receipt of it gave me great pleasure for I had not heard from you before, since I left you, I wrote you soon after my arrival here, mentioning several things I wished you to do, I have not been able to finish my business here so as to set off on my return, how soon I shall effect it is uncertain, I shall loose no time I can avoid, do the best you Can in the meantime for yourself, and afford to your Mother & the Children all the assistance & comfort in your power—I am in pretty good health, am going for a few days over the River into Louissiana, which Country is very little known in the United States, tho the finest Country in the world, I keep a journal of my travels with pretty lengthy remarks—some extracts would amuse you.

“I was at an old French gentleman’s House in Louissiana, where I asked to stay all night, I was met at the Gate by the Old Man who took me by the hand in the Most friendly manner he spoke not a word of English, conducted me into a handsome Gallery and Sat me down beside himselfe on a Settee I Layed my hat on a Table as I entered, he rose took my hat & put it on my head observing it was too cool to Set uncovered, he immediately withdrew, a servant brought me some wine, a Large Bell rang as big as a Church Bell I asked what ’twas for a gentleman who was Setting with me told me ’twas for prayers, I propos’d to attend, he told me it was a domestic regulation among the servants that we might or might not attend as we pleas’d, I saw the old man no more till supper was announced which was about an hour after, we were conducted into a Large Elegant Hall well lighted, candle sticks of Silver, a Table covered with plates, a variety of dishes Wines Sallads &c. with about half a dozen well Looking Servants, no white woman in the House, the Old Man was there, I then discovered he had withdrawn to dress himselfe which he had neatly done, he placed me next himselfe, a clean Napkin was furl’d up in a curious manner over each plate which being removed disclosed a piece of bread, a fork with four tongs all of Silver, the knife a Silver handle, a Wine Glass & Tumbler, he politely helped all at Table, and pressed us all to dring (k) Setting the exampe himselfe, after supper he sat an hour, talked

a great deal all in French, he went out a few minutes, returned and asked me if I choose to go to bed, my room was ready a servant conducted me to my room, which I found remarkably neat, a Pavillion to the Bed, a Toilet with wine and water, a dressing case & Looking Glass, a water stand Towel &c. a prayer Book & Crucifix, and a handkerchief for my head, being fateagued I went directly to bed & put out the Candle, a few minutes after the Old man knocked at my door "Couchéé Monsieur" sayed he I answered 'Owée Monsieur,' "Bon repose" he said, I saw no more of him—

This is nearly a description of the treatment I received in Travelling four hundred miles thorough Louissiana.

A few days ago near Natchez two Choctau Indians had a falling out One challenged the other to fight a duel, the challenge was accepted they fought with muskets five steps apart & fired at the word, and were both Instantaneously killed—several duels had been fought among the officers and gentlemen of Natchez a short time before & no one hurt the Indians had Laughed at them and called them no warriors — Last fall about three Miles from Natchez one Indian killed another in a quarrel, it is a law with them that no Indian who has killed another except in War shall live, It is not like a Warrior to be killed or put to death so they do it always themselves assisted by their nearest friend or relation, this Indian had appointed to die at Sundown the day after he had killed the other, it was known in the neighborhood & several went to see how he would behave, a Gentleman who was present told me the Story, they found him very buisey among the Indians talking a few words to One & Another & sending Messages to his absent friends & acquaintances his countenance tranquil and his mind Collected, his wife was with him who appeared in his presence quite composed but was observed just before Sundown to go by herelf and cry; but soon returned again with an affected cheerfulness, the Sun Sat the appointed time arrived, the Indian in a loud Voice addressed himselfe to the Spectators, appologis'd for disappointing them & told them, 'twas not convenient for him to die 'till tomorrow morning at Sunrise he wanted to see a friend who had not arriv'd, the Spectators dispers'd, some of them went in the morning, saw him die, he put the Muzzle of a Gun under his Chin & with his Toe drew the trigger, he slept most of the preceding night quietly—and Called upon his friends to witness that he died like a Warrior—The Choctaus in their Town don't bury their dead; but make a Scaffold of forks & Poles on Twelve feet high near their Houses on which they place the Dead body 'till the flesh is so putrid that it will Slip off the Bones, this is done by the nearest relation, the flesh is buried, the bones put in a Box & deposited in the Bone House.—The Choctaus are a numerous tribe, they live on Tombeckbee River, but are always wandering about in families among the white Settlements many of them dont see their

towns for two or three years—they Seldome Steal or do Mischief of any kind, and they boast that no Choctau has ever Shed white Man's blood Since the french Massacre in 1719—I am about preparing to Collect a parcel of Mules, they are in Louissiana as large as Horses, and in droves of many thousand in a Gang. The French Government is expected to take place in April some of them with the Officers Baggage have arrived in New Orleans—

I am with much affection

Yours &c

JOHN SIBLEY

Samuel Hopkins Sibley

(Vol. 1, Sibley Manuscript, Missouri Historical Society)

(Copied from *Sibley Manuscript Book*, Vol. 4.
Missouri Historical Society)

A.L.S.

John Sibley

To:

Saml. H. Sibley

Natchitoches Sept. 26, 1806.

DEAR HOPKINS,

Some time ago when I wrote you last I expected by this time to have been in Fayetteville; but the Movements of the Spaniards on this frontier has affected the Indian Chiefs in a Manner that I cannot get them away, Indeed Urging them at this time would be highly improper & unreasonable when I shall go now is Entirely Uncertain. The Spaniards resenting being removed over the River Sabine by the Officer Commanding here last winter have returned, taken their old Ground in force about 1200, Under the Command of two Officers of Rank & Experience, Equipt with Cannon &c. They have with them about four Thousand Horses, & they frequently Patrolle within five or Six Miles of Natchitoches have turned back an Exploring party ascending Red River by Order of the President, have captured & Taken away Prisoners Three American Citizens & two other made their escape from them, have Cut down & carried away the flag of the United States that with Other Insults & outrages not to be borne with.—Genl. Wilkinson Arrived here last Sunday & is Making every preparation to Attack them in their Camp, he has now here Nine Companies of Infantry & two Artillery of the U. S. what Cavalry Can be raised in this part of the Territory & I expect from Natchez—this Territory there will be in the Course of Ten days from 800 to 1000 Malitia, Governor Claiborn went from here about a Week Ago, he is Now in the lower part of the Territory turning Out & organizing the Malitia & probably will

be here again in a few days, he has Given Me the Command of what Cavalry Can be raised in this part of the Territory & I Join General Wilkinson the day after tomorrow and Shall Continue in Service till Our Malitia are relieved by troops raised for that purpose. We shall drive the Spaniards (If we Can) Over the Sabine Again, but Capture as Many as we Can. Our troops I believe can be depended on the Spaniards May Stand three or four fires—Whether this will bring On a General War or not is Uncertain, but the probability is that it will, we are however in doubt whether their taking these New positions & advancing upon Us Is by the Order of the King of Spain, or only by the Authority of the Viceroy & Council of Mexico—The territory they have lately taken possession of is beyond all doubt part of the Country the United States have purchased & paid for, & we Ought to defend it or Perish in the Attempt. I am highly gratified at the disposition & Sentiments of General Wilkinson on the Subject Since his Arrival here, they so exactly accord with my own Views which all my letters lately have expressed, but in which I met No Support, till the General Arrived. The General Speaks kindly of George & highy Approbates his Conduct at St. Louis, which gives me much pleasure. I am so hurried in preparing My Cavalry, my Private Baggage, & Affairs for a Campaign I have not time to write you more fully, but will write you Again immediately after an event has taken place worth Noticing (If I am then Alive). God bless you be as Useful as you can to your Mother & the Children & I will repay you with Interest. My next letter perhaps May Express to you Some Advise & wishes what I would wish you to do which will depend on the result of Peace or War James Bludworth was Married to a French Girl last Sunday he cannot be Accused of Marrying for Beauty or for Riches by those who know his Bride.—

Make my Compliments to every friend, & write me often I have no Compliments About health.—

Am Most Affectionately

Your

Mr. Saml. H. Sibley

(Signed) JOHN SIBLEY.

(Copied from *Sibley Manuscript Book*, Vol. 4.

Missouri Historical Society.)

A.L.S.

John Sibley

To:

Samuel H. Sibley

Wilmington, N. C.

Natchitoches June 30, 1807.

DEAR HOPKINS:

In consequence of an interruption in the regular conveyance of the Mail between Natchez & this place I did not receive your

letter of the 17th of March last, till a few days ago. I wrote you about the Same time from this place which I doubt not you have recd.—every thing in this quarter is much as when I wrote you last. You mention your Arrangements with Mr. Homes &c your copartnership will no doubt Commence before this will reach you, so that if I were disposed to urge you to Change your plan, this letter would be too late.—But be assured my Anxiety for your welfare is very Great and there is Nothing that is in my power to do for you that I will not do most Cheerfully, but you will be Sensible how difficult it would be to transfer property from this to that Country without a Great loss, and that in a double Sense. I purchased Some time ago a plantation for about Eleven (hun)dred Dollars, not Many Months after I was offered Three Thousand five hundred for the Same; Some other places I have purchased would yield me a larger Profit were I to Sell them, but I have sold nothing that I have bought, but am trying to Settle Some Negroes on a place; I have now Seven & have a prospect of Getting a few More this fall; am fitting up Some Houses to rent, I Can build a House for two hundred Dollars that will rent for Eight Dollars a Month, I have imprudently (I think) Layed out too Much on One House, it has Cost me at least three thousand Dollars, it Contains 14 Apartments, is well built the Lower Story Brick and one & half story of Wood above, the Brick, the Ground floor is now rented at 300 Dollars a year, I live in the Upper part, which would Rent for \$400 More. I have several Smaller buildings Rented, and have ground Sufficient on the Public Square to build 8 or 10 More. My lot is the best in the Town, fronting the River one Side & on another one whol Side of the Square of about 40 Rods; but I assure you I think it perfectly immaterial whether *Our* property is advanced here or in Carolina, and I wish you to feel (as you have a right to) a Common Interest in everything I possess were you here you should know no distinction between your own & my earnings. If you think it best to engage in businessa while in Carolina, under Auspicious Circumstances, I am not disposed to thwart you but the Contrary however Agreeable to me your coming here would be; I do not hear from your brother George so Often as though he was in Carolina. My prospect of Coming to Carolina is now less than it was, the Indian Chiefs will not consent to come with me till our Affairs with Spain are settled, that they may know (?) the extent of the rightfull Jurisdiction of Each government, but they will Come as soon as that is done, I have lately had Considerable difficulty with Some of my Indians, two white Men Killed two Indians of different tribes and made their Escape. An Indian has Killed a White Man & fled to the Spaniards, A party of Indians Killed two Women of a tribe at peace with them. It has given me Much trouble to prevent them from going to War, they *were* at War. I made them make Peace or rather made peace for them.

I am Informed (though not officially) that Governor Claiborne the Governor of this Territory is removed & Daniel Clark (whom I Enclose you a letter to) is appointed in his place, they are I believe both of them personally my friends, though I have openly disapproved of some parts of Gov. Claiborn's Administration, he has become extremely Unpopular in this Territory except Amongst a Party of a Small Number, his removal is certainly a wise executive Measure. General Wilkinsons Name is made a free Use of through this Country & on all the Waters of Mississippi. I should think the Same reasons would Urge the Executive to dismiss him that operated to the dismissal of Governor Claiborne who I Still think an Honest Man, a different opinion is expressed by Many with respect to the General, I was always more enclined to laugh at the fuss that both of them made about Col. Bur than to feel serious alarms.—I feel as though I should hear from you again Soon, & I beg you to write me more frequent, & Particular, I did intend to have followed up to Henry more regularly extracts of my Journal, but have for Some Months past had the troops at this Place to Attend (4 Companies) My own Private business, Indian Affairs & a great deal to do as a Magistrate I have not had time to write any this two or three Months. But expect as Soon as the Sickly Season is a little over to find time to go on again, I have a great many Public letters to write.—Write to the family at Fayetteville on the receipt of this for I shall not write by this opportunity let them know I am well, and very much thronged with Business, but withall let nothing prevent my thinking of them. I am not Easy about Some private affairs in Carolina & for the sake of removing that Uneasiness will make some Arrangements to have every thing Settled in the Course of a few Months. I Expect a young Man here by the name of Campbell from above Fayetteville, he was here lately. I Sold him some Horses & Mules, he is to be here Again in a few Weeks I have Some More for him. he goes from here to Fayetteville and will take Some Along for me. Capt. Pike, Doctor Robinson & Party Arrived here this day from the Interior of New Spain, last fall they were Sent up Missouri, ordered to Cross over the heads of Arkensa & Red River & Descend the latter. They were at the Source of Arkensa from thence fell upon Some of the Waters of River Grand in the Vicinity of St. a Fee the Capital of New Mexico. They were taken by the Spaniards, & six Months Elapsed before it was known what had become of them, at length we heard of them in the Spanish Interior Provinces. They were conducted by Armed Men from Province to Province, till they arrived here, their Instruments & Papers they were permitted to retain And no doubt have made important discoveries. I have Seen them only a few Minutes. I have lately had Much trouble amongst my Indians. Some White Men have Killed Indians, & they have retaliated. Some tribes of Indians have been Committing depredations on others in my Agency. My

business is to keep them all at peace. & with the white Inhabitants, there are bad men amongst all People Red as well as white that no laws can restrain.—

I am my dear Boy

Your Affectionate

(Signed) JOHN SIBLEY

Mr. Samuel H. Sibley

(Copy from *Sibley Manuscript Book*, Vol. 1.
Missouri Historical Society.)

A.L.S.

John Sibley

To:

George C. Sibley, Post Master, Fort Osage, M.

Nackitosh, Oct. 29, 1821

DEAR GEORGE

I have just received your letter dated Aug. 20 & it gave us all great pleasure to hear you are well. I am determined to send this letter by the going out mail, but I shall not be able to half pay you for yours. I shall at least feel indebted at the rate of two for one. We are all well & have been Except for Hopkins & his children who have had some ague & fever. My little girls Henrietta six years old the 23d of last July & Hellena four years old the 27th of this month & Horatio nine months today have never either of them been sick a day in their lives. the girls go to school & will do well in that way Horatio is one of the strongest, athletic, resolute playfull Boys I ever saw & raised by hand since he was three months old, his mother falling sick & he was taken from her he is called an uncommon fine boy.—

You give us some Expectation of your Visiting us & bringing with you Our very dear Relation we all so much want to see we hope & fear when we think & speak of it—This Country is healthy we have but few deaths. Amongst those few is Doctor Slocum our Parish Judge & an interesting Officer Lt. John Tucker he used to be a Clerk in the War Office.—

You knew Mr. Austin¹ the father who died some months ago he had been to St. Antonio & procured permission to bring into the Province of Texas & settle three hundred families his son has Since been there & Recognized as his fathers Representative & is now occupied in that undertaking, I should not be surprised if in 18 months 50,000 Americans should Migrate thither the Country is Larger than all France & finer Climate & the soil as rich as any & can support a great population. The sea coast & are now better known & found to be all could be Wished for, the Climate will grow Sugar, oranges, Pine-apples, coffee figs &

¹Moses Austin and Stephen Austin his son were the founders of the Austin Colony of Texas.

grapes & the existing Spanish Govt. very desirous of getting as many Americans as possible settled there they give them the Land & Enough to a family Many are passing through this town from the State of Missouri they say driven away by high Taxes, Lawyers & hard times. The settling that Country will make Nackitosh a Large Town it is now growing fast & building up with Brick.

I have upwards of 30,000 Acres of Land in Texas in Choice Tracts which I think something of. Indeed I have thoughts of Making some improvements there & using it or not as a retreat. I shall spend the ensuing Winter in New Orleans & occupy my seat in the Senate, but no more after this year. I have been spoken to about accepting the place of Parish Judge, but have not decided to do so or not, I Sepose (?) it will be offered to me— I expect a Visit from the Governor in a few days & that he will stay with me while he remains in Nackitosh. I have now Layed off & for sale about one hundred Town Lotts, of Value from 100 to 1000 dols. but we feel the Scarsity of Money & the general depression I cannot sell many at my fixed prices, but the time is coming along when they will do better.—

The Vice Royalty of Mexico has all declared Independence by our last *Certain* Accounts except the Cities of Mexico & Vera Cruz & it is reported both have given up. they certainly must & probably have before this time. the last official Accts. from Yteroedes head quarters Near Mexico is that the City was Invested by 60,000 Men and defended by about 10,000 that all Intercourse was Cut off, & in the City they were Starving, a sheep sold for \$50. & a Hen for \$10— The General Commanding the besiegers sayed he could take the City any time, but some Blood would be spilled which he wished to avoid. the Vice Roy had come out & was with Yteroede, & a flag demanding a cessation of hostilities for 48 hours that terms of Capitulation might be agreed on, there is an immense deal of Wealth in the City. the holders are afraid of being plundered & it is the same at Vera Cruitz. it is impossible to avoid the Country being Independent by any power in Spain, being the (almost) Unanimous Voice of Six or Seven Million of People. The Constitution of Spain is to operate so far as is consistent with Independence, till a Congress Meet & agree upon a form of Govt. I was lately applied to for, & sent, a Vol. of Constitutions of the U. States published a year ago. The War Seems nearly over in three of the four Southern Vice Royalties. Lima once fallen & Mexico & all is over & Lost forever to spain.

Judge Johnston* & his family left New Orleans in May last in a Vessel bound to philada. from thence after Resting went by

*Josiah Stoddard Johnston was born in Connceticutt, moved to Virginia and thence to Louisiana. Settled at Alexandria where he engaged in the practice of law. He was judge of the district, a State Senator and United States Senator. He was killed in a steamboat explosion on the Leonen, near Grand Ecore. He was an older brother of General Albert Sidney Johnston, C. S. A.—G. P. W.

Land to N. York thence by Steam to Albany thence by Land to Utica thence by Water Along the Canal at the rate of 86 miles a day in a Boat drawn by Horses & Changed every ten Miles as far as the Canal is used, thence to the Niagara falls thence Visiting the Plains of Phipersay Sundy's Land Kings, & Wueens Towns. thence down in Steam boat to Sackets Harbour thence in a Row Boat to Montreal. thence by Steam to Qubec & then back by Steam to White Hall So. End of Lake Champlain then through a Canal to the North River to the Saratoga Springs then to Boston &c &c. then to N. York & Philada. where they write me last. they wrote me Regular from every place. their letters would make an Interest Volume, they are now about going to Washington to prepare Winter quarters. they speak during the Recess of Congress of going to Europe.

Jem who they took with them, now Nearly Grown & brought up tenderly & is really one of the finest servants I ever saw, deserted from them at Montreal & they could not Recover him & they had hired their other Valuable Servant *William* for a Steward to the Steam Boat Yankey, the Boiler broke and killed him & five other persons.—

Henry continues in the Practice of Medicine at Rapids in partnership with a Doctor Mattox from Virginia & educated at Edinburg. they have a good deal of Practice have Purchased Some property. Henry made us a Visit at Nackatosh last Week, he says you never write to him he is much Esteemed where he lives, but is becoming a little old looking fellow his hair is getting grey & he puts one to look at him, in mind of a dried apple. he is going to be married to a very young girl by the Name of Wells a Native of that place, her father & Mother are both dead. I know nothing about her, she is entirely reputable & has a little property perhaps \$5000—

The foregoing Scrawl was written with the Children about me, Amidst momentary interruptions I believe it will be difficult for you to make it Out.—

We have here an Excellent School under the Superintendency of Mr. Samuel Ruddock last of Charleston S. C. where he had kept an Academy for many years, he Excells in Astronomy & the higher Branches of Mathematick you would be pleased with the progress Ann & Eliza are making.

You may remember a Relation of Ours Cyrus Sibley being a long time a prisoner in the Havanna & when he returned found his Houses. Mills &c all Burnt. his Cattle lost & had Nothing left but the Esteem of those who knew him. I lately Rect. a letter from him. he is now one of the Judges in the State of Alibami & is worth in Mills House. Negroes & lands from sixty to one hundred thousand dollars. is unmarried & highly esteemed by his neighbours.—By our last Cencus the Whol population of the Parish of Nackitosh was a little less than ten thousand & in the

Town Near one thousand the State about 152,000. there will be an effort made at the Ensuing Session of our Legislature to call a Convention to amend our Constitution, there are many parts of it highly objectionable, & now the subject of the Admission of Wt. Florida is settled, that part of the State require the right of passing at least upon the Constitution, under which they are placed.— By the Treaty with Spain the Commissioners of Both parties were to meet at Nackitosh within a Year from the Ratification of it, but Since Mexico has become Independent Some difficulty will probably arise. The Independent Country will hardly permit a Royal Commissioner to fix their boundaries. Col. McRea of Wilmington No. Carolina was appointed by the President the Commissioner on the part of our Government, Several other Persons were nominated for that appointment, amongst them I was one, & have been informed by a letter from Washington that in case Col. McRea should not accept I stood the next on the list.* there will be a difficulty about the River Sabine. the Main Branch is the Nechez, which is beyond Nacogdoches. the treaty obliges the Commissioners to begin in the Sea at the Mouth of Sabine & keep up on the West Bank. by the old Maps it lost the Name of Sabine from the Junction of the Nechez which is about sixty Miles from its Mouth. & the Branch that Modens call Sabine used to be called the Mexicano River. Should we be able to fix the Natchez as the Boundary it will give us an Acession of a tract of Country of about one hundred Miles by three hundred. & will give us at least three hundred miles more of the South Bank of Red River than though the East Branch is taken. many Intelligent Gentlemen are of my opinion, on this Subject.—

Recd. a letter yesterday from Johnston Written in Washington where he came 25. Sept. to procure Some Armed Vessels to be sent into the Gulph of Mexico to persue the Pirates. it is done. he procured quarters for the Winter. Returned Back to Philada. where Ann & Eliza were. he had been by himselfe to Connecticut in the Steam Boat Connecticut, the papers describe the Scene in the Storm, he was out in it.

Give my Love to Our Daughter in Law tell her how much we all want to see her—

Yours Affectionately

(Signed) JOHN SIBLEY

George C. Sibley Esq.

*He was not appointed.—G. P. W.

**LETTERS FROM DR. JOHN SIBLEY OF LOUISIANA TO
CHRISTOPHER C. BALDWIN OF WORCESTER,
MASSACHUSETTS, 1832-1835**

Printed from Copies furnished to Mr. G. P. Whittington of Alexandria, La., by
Mr. Clarence S. Bingham, Librarian American Antiquarian Society,
Worcester, Mass., owners of the originals and published
here with its consent.

Natchitoches, Oct. 8, 1832

SIR,

With pleasure I loose no time to acknowledge the receipt of your letter dated Worcester Aug. 30, 1832. My heart is warmed with what you mention about Sutton the place of my nativity & of my father. I think I recollect Jonas Sibley, & his father I think was Capt. Nathaniel Sibley. He too as well as my father used to wear a cocked hat, but it is more than forty years since I was at Sutton. My father's family was large, my mother had 14 children, 12 sons & two daughters. We were scattered in different parts of the United States. Within about five years five of my brothers have died, one in Connecticut, one in Ohio, two in the State of New York & one in Maine. I have, or lately had two sisters living in Sutton. One I think was married to a Mr. Cummings & the other's husband was Waters. They never write to me & I know very little about them. When you see Jonas Sibley you will greatly oblige me if you will obtain from him what he knows about them. I should be much pleased to know who occupies my father's farm, anything & everything else about Sutton. I was in New Orleans in March 1820 & had been for several years a member of our Legislature, was going to visit my native country. Mr. Livingston advised me not to go to sea at that season of the year, but to come home & return again in two or three months. I took his advice, but before I was ready to return I heard of my father's death. My desire to make the journey was so diminished that I never went. I shall keep in mind the object of your letter and shall omit no occasion of collecting & forwarding to you whatever may appear appropriate. I shall be in New Orleans the ensuing winter & if I live the succeeding winter, being again elected a member of our Legislature for two years. It will be convenient for you to inform me to whom I may send anything for you, in Boston or Providence. This letter is merely to acknowledge the receipt of yours, & to assure you of the pleasure your letter has given me. I used once to be acquainted in Worcester. I knew Mr. Thomas, the Chandlers, Lincolns, Paines, Stearns & Bigelows and the old minister McCarty and many others. . . . I have lived here 28 years. I

lived in Fayetteville, North Carolina 13 years. I lost there by fire all my houses, & a printing office, & 4 years ago sustained a similar loss here of a large store of drugs & medicines & several houses with most of my library, &c., &c. I have one son living in Missouri, one a practising physician in the Parish of Rapide on Red River; one daughter now in Philadelphia, the wife of Judge Johnston one of our Senators in Congress, two daughters in a convent school near New Orleans, & two younger boys at school here. When you write to me again I request you not to pay the postage. I promise myself much satisfaction in our future correspondence & will endeavor to make it reciprocal.

Am with great esteem &c

Your ob't. servant

JOHN SIBLEY

Christopher Columbus Baldwin Esq.

Natchitoches, April 30, 1833

DEAR SIR,

I arrived home from New Orleans the 20th instant. I was there about three & a half months. Before I left the city I had had put up for you to be forwarded to Boston as you directed a box containing Judge Martin's History of Louisiana in 2 vols. & a printed copy of De LaHarpe's Journal & a manuscript of a German gentleman that passed through Natchitoches several years ago. He left a box of papers & all except the one I have forwarded to you were destroyed by the mice, this being bound escaped. And Mr. Eustice our present Secretary of State (nephew of the late Governor Eustice of Massachusetts) with whom I had a conversation on the subject, he promised to select for you from the documents in the office of State some of everything that could be spared & send them to Messrs. Green & Lincoln's Counting Room which could be put in the same box with those I left there & directed to Mr. Blake as you desire. If in future I can find anything proper to send to you I certainly shall not neglect it. I proposed to introduce in the Legislature a resolution directing the Secretary of State to forward to you from time to time from his office copies of any document in his office that might in his opinion be appropriate to send you. I mentioned it to the Governor, the Secretary and several of the leading members of both Houses. They all were of the opinion it was not necessary, that the Secretary would be justifiable in doing it without the Governor & the Secretary & some others read your letters, & Judge Martin in particular, which they highly pleased (praised) & he requested me when I wrote to you to present to you for him his compliments & best wishes. He talks of taking a journey in a visit as far as Boston. If he does he will certainly see you. He spent many hours & often with me at my room.

He intends to publish another addition of his history of Louisiana considerably enlarged to which I shall contribute something. I shall if I live attend the Legislature next year & probably as long as it will be convenient for me to consent to be reelected, & shall not forget you. Your letters will always afford me very great pleasure, everything about my native town particularly. I received a letter from Mr. Earl requesting a collection of shells from Red River. Such a collection must be made in the fall when the waters are low. This river & adjacent lakes afford no great field for the conchologist. There are some variety. I have found here some beautiful specimens of the pearl oyster but in a state of decomposition. In the bed of the river & lakes adjoining living coles & muscles are found & the Indians use them as food. We make lime of the shells. Some remarkable strata of shells have been found more than twenty feet below the surface of the earth, in digging wells which have been decided to be marine production & left by the receding of the sea, of which many indications appear, as the formation of rock more or less perfect as found at different distances from the sea. I beg you to accept my best wishes for your health, long life, prosperity & happiness.

Am your most h'ble servant

JOHN SIBLEY

Christopher C. Baldwin

New Orleans, Feby 23, 1834

DEAR SIR,

I was this morning invited by Dr. Davidson to take a ride with him in his carriage. He took me to the house of Benjamin French, Esq, in the foburgh St. Mary. Mr. French is a wholesale dry goods merchant, formerly from Philadelphia, has a charming little family of his wife & two children, a son & a daughter, his family residence in a rural place of retirement exactly suited to the taste of a phylosopher & an antiquarian. I don't know when I have spent an hour so gratifying to my taste & feelings, I could have spent a month without tiring. Mr. French is an antiquarian from an early taste & habit of thinking. He was an acquaintance of Charles Thomson, Secretary of Congress. He has in his possession he believes the only copy in existence of the Journal of the Congress that met in Albany in 1765, has many letters to & from Mr. Thomson. He visited Europe in search of objects connected with his pursuit & spent (he says) three thousand dollars in procuring rare papers and fact similies. He has the Proceedings of the Britttish Parliment, who with Cromwell at their head signed the sentence of Charles I, a fact similie of the signatures, & an hundred other things of the kind. I proposed to him to send them all to you, where they would be in lasting preservation, & how much they would be esteemed by you. I hinted to him the liability of their being lost

here. He listened with a seemingly yielding consent to what I said. I was obliged under a promise to return & spend the day with him. if I could, & at parting told him that I would mention his name to you in such a manner as to give rise to a correspondence between you & him. He said nothing would give him greater pleasure. With all I think he has a little laudable vanity, and if you take that into consideration, he is a gentleman of learning, & to obtain all his papers make him an honorary member of the Society. I do not believe any reasonable sum in money would purchase them. I think from the foregoing hints you will know what to do. I see Judge Martin often, he spends an hour or two in my room frequently. He often speaks of you, is much pleased at being made an honorary member. The Legislature has given him leave of absence for six months from next June. He says he will make you a visit. If he does you must announce his arrival & visit in the newspapers & give him several copies.

If you should succeed in obtaining from Mr. French the documents aforementioned I shall claim some of the merit of the acquisition.

This letter is written in a hurry to get it in the mail & all the city militia are out to-day & in procession.

I am with very great esteem

Your most h'ble servant

JOHN SIBLEY

Christopher C. Baldwin, Esq.

Natchitoches, May 28, 1834

There is an Act of the Legislature of this State authorizing the Governor to procure & forward to the American Antiquarian Society copies of the Laws of this State & copies of the Journals of both Houses of the Legislature. I have urged the Governor to comply with the Act, & advised to have the box containing the books which are to be bound committed to the care of the house of Green & Lincoln of New Orleans which I am confident will be done. I hope you will receive them safe.

I always keep in mind that Institution & shall neglect no opportunity of contributing something to so valuable Institution. I receive the Massachusetts Spy sometimes. I believe they are mailed regularly for me but our mail establishment like other branches of our general administration is going very foul. When you do me the honour of a letter (which I highly prize) will you inform me to whom I am indebted for that valuable newspaper, I believe the oldest in the United States. My father used to take it when I was a boy.

Have you commenced a correspondence with Mr. French of New Orleans?

Judge Martin intends to make you a visit this summer. He is going to France & will (sail) from New York or Boston. I heard with regret of the death of my friend & relation, Mr. Sibley of Sutton. Anything from that place & Worcester is most interesting to me. Our part of the country is healthy, in a rapid state of improvement, & a prospect of the most abundant crops ever known, more ground in cultivation, & more industry, but we severely feel the general pressure occasioned by the President's experiment. I think the old man should quit projects. I have known him this fifty years. He has done as I always predicted. He is good to fight Indians. It was a strange act of fanaticism making him President. I wish we may escape a revolution, God only knows what is in store for us; the Scripture says "Whosoever God willeth to destroy, he first makes them foolish." Congress cannot & ought not to pass the General Appropriation Bill in this state of things. In that event what will become of our army, navy, post office establishment,&c,&c.

Am very respectfully

Your most h'ble servant

JOHN SIBLEY

C. C. Baldwin, Esq.

Natchitoches, June 20, 1835

SIR,

I received a handsome, well written letter by the last mail dated Cambridge, Massachusetts and signed John L. Sibley. The writer mentions your name in the most respectful manner as an acquaintance. You will oblige if you will inform me who that individual is & what he is.

I have requested Governor White to send you the Acts & Journals of the Legislature of this State & pointed to him the resolution of the Legislature for that purpose.

I receive the Massachusetts Spy pretty regular, allowing for the derangement of the post office department. I attribute that favor to yourself. Will you be pleased to give to the proprietor of that paper the enclosed bill, with my best respects? He will enter the bill to my credit on his book & continue to send them if he pleases.

It will give me great pleasure to receive a letter from you.

Am with great esteem

Your h'ble servant

JOHN SIBLEY

C. C. Baldwin, Esq.

GOVERNOR CARONDELET'S LEVEE ORDINANCE OF 1792

Transcribed and translated by LAURA L. PORTEOUS ·

From the certified copy in the archives of the Louisiana State Museum, New Orleans, donated by the late Miss Kate Minor.

TRANSLATION

The maintenance of the levees interests all the inhabitants where crevasses ruin in an instant the fruits of a year of labor of all the citizens, whose fortune and existence depends in a great part upon the success of the crops. The Government has judged it proper to publish the following regulations which will be observed with the utmost strictness without exception of any person.

Messieurs the residents heretofore named syndics are continued in this charge for this year and the next in consideration of the particular knowledge that they have of their district. Their persons and their orders concerning the levees will be respected by all the inhabitants of their district and obeyed punctually under penalty of fine of forty piastres applicable, one half to the Royal Treasury, one half to the Hospital for the Poor, on those who shall speak injuriously of them and of one hundred piastres levied upon the negroes, (of the) plantation, of those who fail (to obey) their orders.

Messrs. the syndics, will make forthwith a rigid examination of the levees of their district and will assign to each inhabitant the work that he will have to do there as soon as the crops will be finished.

All the levees will be raised in proportion to the last rise, the highest that the river has reached in this year. All ditches actually existing on the inside of the levee on the river side will be carefully filled and replaced by a sloping bank or embankment which will lose itself imperceptibly at the edge of the river and which will be planted in short grass. *In the most exposed places to be removed.*

The transpiration (surface) ditches on the side of the field adjoining the levee will likewise be filled up with care and replaced in the necessary place for collecting the waters together

by a ditch dug at six good toises distance from the said levee on the side by the cypress grove.

All abandonment of live stock is generally forbidden from the time of the seed planting up to that of every sort of harvesting, under penalty of confiscation for the benefit of the Hospital for the Poor and indemnity in favor of the owner. Pigs are comprised in this said prohibition.

Every horse, mule, cow, ox, pig, that will be found on the levee without a driver will be confiscated for the use of the Hospital for the Poor and the owner of the levee will be indemnified for the damage occasioned to it. In the most dangerous places exposed to crevasses, the owner will have to have at all times a deposit of pickets, planks, Spanish moss and other articles necessary to stop the crevasses under penalty of a fine of one hundred piastres.

As soon as there will be a crevasse the syndic of the district will issue an order to each resident of the said district to send to him the number of negroes that he will judge necessary, whose days work will be paid to him by the owner of the land at the rate of four reales; the one who will disobey this order will be punished by a fine of two hundred piastres.

If the negroes of the district can not suffice, the syndic will advise the Government who will provide them without delay.

Messrs, the syndics will likewise report to the Government the residents who are out of condition to keep up their levees for the want of negroes and means. They will be ordered to sell their lands at the end of the harvest.

All the said fines will be collected by the Government on the report of Messrs, the syndics, and applied by one half (each) to the Royal Treasury and the Hospital for the Poor.

Messrs, the syndics, will assemble messrs, the residents, of their district and will read to them the present regulation which they will leave with them to take a copy if the said residents demand it of them.

New Orleans, this 28th. of June 1792.

The Baron de Carondelet.

This copy conforms to the original which remains in the Archives of this Fort and was delivered to the Syndic of the District, Don Hubert Rowel by order of the Baron de Carondelet.

Governor General of this Province to the end that it may be known and observed.

Fort Baton Rouge 1st. of September of 1792.

Jph. Vazq^h. Vahamonde.

TEXT.

L'entretien des Levées interessant tous Les habitans, dont Les crevasses ruinent dans un instant le fruit d'une année depeine et tous Les citoyens; dont La fortune et L'existence depende en grande partie du Succés des recoltes, Le Gouvernement a gugués a propos de faire publier Le reglement Suivant qui observée Sans exceptions de personne, avec La derniere riqueu.

M^{rs}. les habitans ci devant nommés Sindic, Sont continues dans cette charge pour cette année et La Suivante en égard aux connoissances particulieres qu'ils ont de leur district; leur personnes et Leurs Ordres consernant Les Levées Seront respectes de tous les habitans de leur district et obeir punctuellement, Sous peine de quarante piastres d'amende, aplicables mortié au fix Royal mortié a l'hospital des pauvres, a celui qui leur dira des injures et de cent piastres pre-levées Sur les Negres habitation a ce lui qui manquera a leur ordres.

M^{rs}. les Sindics feront des à présent une visite rigoureuse des Levées de leurs district, et marqueront a chaque habitant le travail qu'il aura a y faire aussitôt que la recolte Sera fini. Toutes les levées seront rechargées a proportion de la derniere crue la plus élevée que le fleuve a en cette année, tous les fossés qui existent actuellement en dedans des Levées du côté du fleuve Seront exactment bouchés et remplace par un glacis ou talut qui Se perdra insensiblement sur le bord du fleuve, et qui Sera garni de gazon dans Les endroits les plus exposés a être emportés.

Les fossés de transpiration du coté de la campagne a tenans a la levée Seront également complés avec Soins, et remplacés dans les endroits nécessaires pour le rassemblement des eaux par un fossé creusé a Six bonnes toises de distance de la dite levée du côté de la cipriere. tout abandon des Bestiaux est Generalement défendu depuis l'époque des Semences Jusqu'à celle de toute spece de recolte Sous peine de confiscation au profit de l'hospital des pauvres et dimdemnite a faveur du propriétaire: Les Cochons Sont compris dans la dite prohibition.

tout cheval, Mule, vache, Boeuf, cochon qui Sera rencontre Sur Les Levées Sans conducteur Sera confisqué au profit de l'hospital des pauvres, et le Maêtre de la Levée Sera indemnie de dégât occasionné a icelle dans les endroits Les plus dangereux et exposées aux crevasses les propriétaire Seront tenus avoir en tout tems un depot de piquets, Planches, Barbe espagnole, et autres objets nécessaires pour boucher les crevasses, Sous peine de cent piastres D'amende.

Des qu'il Se sera une crevasse le Sindic du district passera un ordre a chauge habitant du dit district d'y envoyer le nombre de Negres qu'il jugera nécessaire dont Les journées lui Seront par Le propriaitaire de la terre a raison de quatre reaux; celui que desobeira a cet ordre Sera puni de deux cent piastres d'Amende.

Si les Negres du district ne peuvent suffir le Sindic en avertira le Gouvernement qui y jourvoira Sans delay.

M^{rs}. Les Sindics feront également part au gouvernement des habitans qui Sont hors d'état de maintenir leurs levées par faute de Negres et de moyens, et il Leurs Sera enjoint de vendre leurs terres a la fin de la recotte.

toutes les dittes amendes Seront percues par le Gouvernement Sur Le rapport de M^{rs}. Les Sindics et apliqués par moitie au Fiscal Royal et a l'hospital des Pauvres.

M^{rs}. les Sindics assembleront M^{rs}. les habitans de leur district et leur feront lecture du présent reglement dont ils leur laisseront prendre copie, Si les dits habitant la leur demandent.

N^{elle}. Orleans ce 28 Juin 1792.—El

Baron de Carondelet.

Es copia conforme al original q^e. queda en el Archivo de este Fuerte y se entrega al Sindico del Distrito D^a. Hubert Rowel p^r orden del S^{or}. Baron Carondelet Governador Gral. de esta Provincia, para los fines que le Conbengan, Fuerte de Baton Rouge I^o de 7^o de 1792.

Jph. Vazq^h. Vahamonde.

LAURENT MacMAHON

First Councillor in the Superior Council of Louisiana, Director of the
Company of the Indies at New Orleans.
1730-1731.

By HENRY P. DART

The histories of Louisiana do not mention the name that heads this paper and yet for a brief space during the French regime the man was a marked character and a dominating influence in New Orleans. He arrived in the little town by the river one September day in 1729. His appearance at once created a faction among the rulers—he was a storm center in the Courts and notwithstanding the antagonism he created, he thereafter rose rapidly to power and during his whole career here received no serious setback. His capacity for good or evil ceased only when the Company of the Indies lost control of the Colony. We have not been able to ascertain his origin. His name suggests an Irish ancestry, and whether an adopted or a native citizen of France, he evidently was equipped with all the characteristics that have for centuries enabled the Irishman of wit and courage to drop upon a foreign soil and win its heart and take over its political management.

The story of the Smuggler St. Michel in the Quarterly for July, 1924,¹ is written around the adventures of Laurent MacMahon in New Orleans in September, 1729. Briefly, it appears that on the morning of the 2nd, news reached the city that the French ship St. Michel, was lying at anchor at the "Balize," at the head of the passes of the Mississippi, and that she was under the control of the Sieur MacMahon, who was surreptitiously engaged in disposing of her cargo of brandies and liquors and fine linens and other merchandise, to the residents on both banks of the river and even in the city itself.

In short, the St. Michel was a smuggler and the Sieur MacMahon a bootlegger, both engaged in violating the sacred monopoly of the Company of the Indies guaranteed by the King, and doubly secured by the Charter of the Company and the approval of the Council of State of France. Under the iron rule of this monopoly no ship could enter the river that was

¹La. Hist. Qy., Vol. 7, pp. 371-413.

not sent hither by the Company nor could any merchandise be lawfully brought into Louisiana that was not the property of the same owner.

At that moment (September, 1729), Stephen Perier was Governor of Louisiana and Jacques de la Chaise was the representative of the Company with plenary powers that absorbed all the executive authority of the Colony. He was *Ordonnateur* (Intendant). He controlled the Superior Council (the Law Court and local legislature of Louisiana). He had the right to suspend and discharge any of the employees of the Company in the Colony and he made and unmade all the local officials at his will. The Governor it is true held his Commission under the Great Seal of the King on the recommendation of the Paris Council of the Company, but he was warned at the time of his appointment to work in harmony with the Master of Louisiana,—de la Chaise. It is another story but nevertheless a fact, that in 1729 Perier had already fallen under the displeasure of La Chaise, and the ground was even then slipping from under his feet, but death served him a good turn by calling La Chaise suddenly in March of the succeeding year.

Among the officials of the time was Francois Fleuriau, Procureur General. He had support in France but he had previously felt the weight of La Chaise's hand, and held office now only by his grace. Antoine Brusle was titularly the first member of the Superior Council and he exercised all the functions of that office that were not absorbed by LaChaise, but he was one of his "men" and had survived the many inroads on the Council during LaChaise's time only because he was "reliable" and could be depended on by his master.

This was the setting of the local scene when MacMahon made his dramatic entry on the morning of September 2, 1729. LaChaise acted promptly, he set the law in execution, the smuggled goods, the money resulting from the sales of the same, the cargo on board the *St. Michel*, and the ship itself were promptly seized under proceedings looking to the confiscation of the whole for the benefit of the Company. On the morning of September 3rd at seven o'clock, LaChaise bearded MacMahon in his lodgings, who immediately admitted that he had sold the merchandise and liquors, but averred that he had done this only to obtain provisions needed by the vessel and

to make repairs on her; that the vessel was en route to Mexico and had sprung a leak and detoured to the Balize to make these necessary repairs to enable her to resume her voyage. But while making these frank statements he in his turn interrogated LaChaise, demanding from him his reason for all this discussion and hub-bub. He promptly demurred to LaChaise's right to push the matter as he was doing and he declined to sign the proces-verbal of this inquiry,

“denying the jurisdiction of the Council and protesting with all his power against all that was done on the above mentioned day and year.”

Considering the place and the time and the dignity and authority of the magistrate, this flippant challenge of the power of LaChaise must have fallen on the latter's ears with astonishing force. It seems to have stunned the magistrate, for he waited two whole days before resuming the local attack on MacMahon and his property, but meantime he had sent to the Balize the Sieur Louis Prat, member of the Superior Council, and Claude Gabriel Gontier, the Clerk, who boarded the vessel and interrogated sundry persons thereon, getting moreover no better explanation than the chief had himself obtained in his early morning interview with Sieur MacMahon. The deputies, however, sealed the hatches and cabins and brought the *St. Michel* to New Orleans. Armed with all this evidence and sure of his rights, LaChaise convened the Superior Council which once had been absolutely subservient and quick to do his bidding.

But here he struck a snag, the wily Frenchman with an Irish name had not been clapped into jail as he might well have been and he had used the interval to mend his fences and to strengthen his hold and enlist local aid to maintain his defiance of the law of the land. The first jolt to LaChaise came from Fleuriau, the complacent Procureur General, whose obsequiousness was however only on the surface. Beneath it he hated LaChaise, and had at the peril of his job written many scurrilous letters to France about the Master. The Procureur now suavely asked to be excused from further prosecution of the case on the ground of relation to the parties,

“he had recently been informed by his mother-in-law that Pelagie de Morieres, his wife and the wife of Sieur

Lobry of St. Malo, Captain of the St. Michel, are second cousins, and in consequence of this relationship the Procureur must be recused in accordance with the First and Fourth Articles of Title Twenty-fourth of the Ordinance of 1667."²

This plea was promptly overruled by the Council and properly so on the ground that he was a prosecutor and not a judge, and faint-hearted Fleuriau was ordered to go on with the task. But other surprises were in store for LaChaise, his old reliable, Bruslé, the head of the Council, reported he had heard lately

“that Cecile LeBlanc, his wife, and the wife of Sieur Lobry, Captain of the St. Michel, were second cousins, and consequently under the Ordinance he must recuse himself,”

and the Council acquiesced. Next came Perier, the Governor, who solemnly advised the Council

“that he felt conscientious scruples about sitting in judgment in the case for the reason that having long been an intimate friend of Sieur MacMahon, he has not been able to refrain from giving his advice and assistance since his arrival in the City upon the question at issue and that this compelled him to retire from the court.”

Thus we see that MacMahon's good missionary work had not only removed the Governor from the prosecution, but had made him an ally in the defense. He had also taken out of the situation Bruslé, the official head of the Council, and these two retirements left on the bench a bare quorum of that body, namely, LaChaise, Prat, Dausseville and Baron. He had also won an expression of opinion from the Procureur General adverse to the proceeding and the latter's half-hearted and enforced prosecution of the case was expressly noted in the final judgment which was rendered “without regard to the conclusions of the Procureur General of the King.”

In its results these defections did not swerve LaChaise nor prevent the Court from proceeding to its duty to the Company. That body even as left by the recusations was really a court only in name, it was in this instance merely the reflection of the views of one man,—LaChaise. Prat was the brother

²This is the Civil Ordinance of Louis XIV, which was the law governing Louisiana in legal procedure.

of the Royal Physician who was of course, subject to LaChaise's orders; Baron was an astronomer on the payroll as the Chief Scientist of the Colony, holding as was not unusual then, the dual office of Councillor. He had been sent to Louisiana in 1727 to strengthen LaChaise and had been in the Colony only since 1728. D'Ausseville was a favorite of the Company and a loyal supporter of the Government. He had been selected in 1726 as second in the body of five new Councillors who were appointed to assist in the "clean sweep" of the Bienville administration. He had received a grant of land and twenty negroes to cultivate the same. He was given also the job of auditing the Company's books in Louisiana from 1717. He had in addition to his other perquisites been granted a commission of one-half of one per cent on the value of all exports from Louisiana and with these hooks of steel to bind him to the Company's interest, Raymond Amyault Sieur D'Ausseville with his high-sounding name, could be absolutely relied on to stand by LaChaise and to put the smuggler where he belonged.

And so in due course the *St. Michel* was condemned, she and her cargo and the proceeds of the same, lock, stock and barrel. But the astute MacMahon, advised by the Governor and coached by Bruslé, the first Councillor, abstained from participation in the proceedings and manfully stood upon his rights. Some kindly hand moreover wrote into the judgment that the Court had delivered to him "An act of his declaration and protest," thus preserving on the face of the record his declination of jurisdiction and his appeal to the throne in France.

In our paper on this interesting and exciting event of September, 1729, we said,

"Whether and how and when the judgment was executed our record does not show, but MacMahon remained in the Colony and eventually became a member of the Superior Council, doubtless through the friendship of Perier and also doubtless through the radiation of that powerful second cousinship of his captain to sundry important people of the time. But he did not climb into the Council until de la Chaise had died and even so, D'Ausseville, one of his judges and still a member, protested against his appointment."

Since writing the above there has appeared the first volume of Mrs. Surrey's great index of the documents pertaining

to Louisiana in France, covering the period through 1739. Our own work on the archives in Louisiana has advanced slightly beyond the same date. From these new sources we can now add another chapter to the story, thus it appears that on October 1, 1729, Perier reported to the Minister the confiscation of a *cargo* in New Orleans, indicating that between the judgment of September and the date of the report to the home government, MacMahon had managed to modify the judgment and save his vessel.

The Archives do not retain LaChaise's report, if he made one. In those days travel from Louisiana to France was by the slow medium of small sailing vessels and if one happened to be in port ready to sail, three to four months were nearly always consumed in the voyage and a greater time, of course, if no vessel was ready in port. In this instance it is not to be doubted that the same ship that carried Perier's report also carried the proceedings of the Council and MacMahon's protest and appeal. In the face of his appeal the local Council would scarcely undertake to put its judgment into execution, and would hold the *statu quo* until the same had been acted on in the Council of State.

MacMahon seems to have had powerful friends in France, for on April 17, 1730, he was nominated by the Company as a Councillor in the Superior Council of Louisiana, and the King's commission followed on the 21st, and at the same time a special job was created for him,—“General Storekeeper of European Merchandise in Louisiana.” This advancement of MacMahon to a seat in the Superior Council, and his appointment as general storekeeper of European merchandise, placed him on an equality with his late judges, and put under his management his own merchandise seized from the St. Michel. It was the first slap in the face that LaChaise had received from the rulers in France since his appointment. Nothing more spectacular had indeed occurred in the reforming five years that Bienville had been in exile. The Smuggler and Bootlegger had made by these appointments a social ascent quite unparalleled in the annals of the Colony.

But LaChaise never heard the pitiable story. He was dead at the time this scene was being enacted, though this was not known in Paris. The end came suddenly in March, 1730. Gayarre says:³

³Gayarre, *Louisiana, its Colonial History and Romance*, N. Y., 1851.

"This year the Colony lost de la Chaise, one of the worthiest men it had yet possessed. He left a name deservedly popular among the people for unflinching integrity and for the impartiality with which he checked abuses of power and punished delinquencies among those who hitherto had always been sure of impunity. His sudden death gave rise to some dark rumors of his having been poisoned by those who had cause to fear his investigations. These rumors were long rife in the Colony."

What was the support behind MacMahon's career? There are many suggestions in reply. Graft permeated official France even as it did her colonies. Was it possible that MacMahon's adventure with the St. Michel was an incident of the prevalent disease? Were his partners entrenched in the Council of the Company in France? That he was "protected" higher up has been demonstrated and it must have been a powerful "pull" that overrode LaChaise, the most trusted agent of the Company and subjected him to the indignity put upon him by the elevation of MacMahon to one of the most important offices in Louisiana.

Perier reported the death of LaChaise in a dispatch of March 18, 1730, and announced that Antoine Bruslé, first Councillor, had taken over his vacant office. That dispatch crossed if indeed it did not precede the advices of the Company regarding the appointment of MacMahon, that is, if the usual methods of the Company prevailed, but before the news of the death could be acted on in France, MacMahon on September 9, 1730, presented his credentials to the Superior Council, knocking for admission. The proceedings of that body are printed with this paper. The minutes show that he presented

"the letters granted him by the King on recommendation of the Company of the Indies, dated September 6th and the 23rd of April last, the letters sealed with the Great Seal of Yellow Wax conferring the office of Councillor in said Council."

In this entry the date September 6th is inexplicable. There is no such record in Surrey's Calendar and our files contain no reference to MacMahon earlier than September 2, 1729, the date of LaChaise's raid on the St. Michel and her cargo. The fact that the contemporary minutes of the Superior Council carry this as one of the dates in the Letters Patent adds sub-

stance to our suggestion that his adventure had support in the Council of the Company at Paris, but it is also another mystery in the career of this extraordinary man. The minutes do not show that the tender of his documents excited any particular notice. The proceedings were if anything more hurried than usual. It was the law then that any Commission for any office below that of Governor or Ordonnateur had to go through a fixed routine. "An Inquiry into the religion and morals" of the appointee was sacramental and other Inductions into Office show that this was conducted in a leisurely fashion with due observance of all the rules.⁴ In MacMahon's case, the official inquiry was not conducted under oath, but certificates of four prominent officials of the Colony and of Pere Raphael, priest, were received in lieu of the statutory requirement.

The news of LaChaise's death was followed in France by the appointment on July 22, 1730, of MacMahon as First Councillor in the Superior Council, evidently to take Bruslé's place vacated by his advancement to the vacancy of LaChaise. We have nothing in our files to show the action of the Superior Council upon these credentials, but that is not to be taken as indicating anything more than a loss of that record in the neglect of our files in the years of their seclusion before the Society began to take steps to protect them. In the interim while honors were being poured upon him, MacMahon did not lie idle. On the contrary, he used his official protection and position to push his trading adventures into the coveted territory of the Spanish Colonies. Thus on August 6, 1730, he writes to the Comptroller General in Paris that he is leaving New Orleans on the *St. Michel* which is loaded with merchandise for the *Spanish trade*. There is a certain boldness and confidence and lack of secrecy in the communication that shows he knew he was safe in breaking the trading regulations of the Company to invade territory where French trade was forbidden and when ship and cargo was subject to seizure and loss. Was this ardent sailor also in league with Spain's corrupt colonial officials?

The Archives in France show that during the whole period of the rule of the Company, the latter had encouraged Spanish

⁴See *Politics in Louisiana, 1724, Inauguration of Governor Stephen Perier, Louisiana Historical Quarterly, Vol. 5, 298 (July, 1922).*

Inauguration of Governor de Vaudreuil, 1742, Louisiana Historical Quarterly, Vol. 6, 568 (October, 1923).

Induction of LeNormand, Commissaire Ordonnateur, Ibid., 573.

Induction of Councillor Assessor Pasquier, 1737, Louisiana Historical Quarterly, Vol. 10, p. 68 (January, 1927).

traders from Mexico to buy goods at New Orleans and at times great quantities of French merchandise were kept in the store houses here to supply this trade even when the local necessities were crying for such supplies. Nor was it unusual for the Company to send or encourage the sending of vessels direct from France to Mexican ports, for this purpose and many such vessels sailed direct from New Orleans.⁵ It is entirely possible therefore that MacMahon's first voyage to Louisiana was in truth a venture in this illicit trade with full knowledge of the Company, who may have kept and probably did keep the secret from its officials in Louisiana and certainly from LaChaise. The smuggler and bootlegger of LaChaise's condemnation from this point of view was in truth an honest merchant plying his venture with the full consent of the Company in France and this would account for his bold demeanor before the local rulers in New Orleans and account also for the success of his "appeal to Caesar."

We have noted the absence of minutes upon the Induction of MacMahon as First Councillor. A later entry shows that quite a disturbance had occurred at that meeting, set on foot by the *Sieur D'Ausseville* who vigorously protested and said some unpleasant things about the *Sieur MacMahon*. It required courage to protest against the seating of the bearer of the King's Commission and still greater courage to face and disobey the authority of the Great Seal impressed upon the Royal Yellow Wax. The moral dignity of the protest is enhanced when it is remembered that *Dausseville* and all those present at the session held office by the grace of the Company and by virtue of credentials in no wise to be differentiated from those presented by *MacMahon*. Nor did they hold for a term or by any other tenure than the will and pleasure of the Company, for as we have previously said, the King never took the initiative and registered only the Company's desires.

But the King's warrant was nevertheless the source of the gift of office and was a Royal Act and the doctrine of *lese majesté* was a settled rule under the Kings of France who governed Louisiana in the Eighteenth Century. It was enforced rigidly and too often without any respect for the person of one charged with the offense. It was *lese majesté* or worse, to oppose the Royal Mandate and there was for the offender no

⁵Surrey, *The Commerce of Louisiana During the French Regime*, pp. 338-9.

such defense as the right of every man to his own opinion. Of course, such conduct on the part of a mere office holder was rank political heresy and furthermore it was then, as it is now, political suicide to differ from one's superior who created the means or fed the source of one's official existence.

All this was involved in the action of Dausseville when he protested against the seating of the man upon whom a short twelve months before he had sat in judgment at that very Council Board. We can imagine the dismay this unusual conduct created, but according to French habit the incident seems to have been duly recorded in the minutes. The town talked about it and the Sieur Dausseville himself helped to spread the gossip started by his conduct at the meeting. For a while the Sieur MacMahon held his peace and let the tattling tongues wag on, but on July 14, 1731, he startled the Council anew with a petition wherein he thrusts his official position before the eyes of his confreres and demands relief.

"Very humbly shows MacMahon Director for the Company of the Indies^e that it may please you to order by intervening decree that the protests made against him by Sr. Dausseville during the audience, which are injurious (to him) be erased and struck off the 'cahier' on which they have been inscribed and notably those made at the time of the petitioner's reception as First Councillor and that Sieur Dausseville be prohibited from repeating them under such penalties as shall be fit and will do justice."

This bomb-shell was deflected for the moment by the presiding officer, who endorsed thereon,

**"The protest urged will be reported from the table at the next session of the Council for proper action.
(Signed) "Bruslé."**

The minutes of that "next session" are not in our files but the absence of the offensive minutes covering the induction of the Sieur as First Councillor would suggest that probably they were "struck off" literally and physically. We may rely on it also that the Sieur Dausseville thereafter swallowed his contempt

^eWe find no record of his appointment as such and the allegation means perhaps that as First Councillor he was ex-officio director for the Company.

^f"Cahier"; a book of loose sheets which would indicate the minutes were kept in that form.

and kept his peace whenever the fighting sailor MacMahon made his entry in the Council Chamber.

But even while MacMahon was enjoying this triumph, the ship was approaching bringing news that would make his laurels wither and fade. This was the notice that the Company had surrendered the Colony and that the King would thereafter rule in person over his "beloved subjects" in far Louisiana. The Company had opened negotiations to that end in the preceding year but it was only on January 23, 1731, that the terms were settled and the retrocession accepted by the Crown to become effective July 1st of that year. In March the formal Edict was promulgated and on May 17th Edme Gatien de Salmon was appointed Commissaire Ordonnateur, the first royal commission of the New Regime. This was followed by the Letters Patent of May 22 for the reorganization of the Superior Council and Salmon sailed with his "instructions" and additional joint instructions to himself and Perier governing the future of the local government as a Crown Colony. On October 18th, 1731, the Retrocession and the Letters Patent were registered in the Superior Council in New Orleans.⁹ The long rule of the Company had ended and with it fell the local superstructure at New Orleans. Government by the Crown began the New Regime. Perier remained in office by virtue of his previous Commission as Governor but only until his successor could be selected.

During all of 1731 the wires were being pulled in France in favor of Bienville for this position and in 1732 he received the appointment. Not the least active of his supporters was his old friend Diron D'Artaguette who had been serving as one of the Directors of the Company since its organization in Paris in 1717, and who retained that position to the end. His qualification at the start was his local knowledge of Louisiana derived during his residence here from 1706 to 1710. He and Governor DeMuy had been charged to investigate the accusations preferred by LaSalle and de Vente against Bienville and DeMuy dying he filled the mission alone, and presided over the trial of Bienville on those charges and acquitted him.

In the reorganization of the Superior Council in New Orleans in 1731 MacMahon was left out, but before this occurred

⁹The information embodied in the foregoing summary is gathered from Surrey's Calendar, pp. 529-554.

he had picked a quarrel with Baron one of his judges at the trial in September, 1729. This grew out of Baron's refusal to approve certain claims of MacMahon arising out of his dealings with the representatives of the Company in New Orleans. While the incident may have had no influence on Salmon's choice of new members for the Council, it is a fact that Baron was not included in the reorganized body and he was recalled to France in November, 1731. It was to be expected that MacMahon would not agree with Salmon the new Ordonnateur who lives in the history of that period as an honest incorruptible servant of the Crown. The opportunity was soon presented to draw the line on the activities of MacMahon; as in Baron's case so in this, Salmon decided against MacMahon's claims to property of the Company and promptly reported the matter to the home government.

MacMahon left Louisiana in January, 1732, returning to France "in the interests of the Company." He sailed by *The Gironde* the favorite passenger ship of that period and reached his destination in March. The Calendar indicates that he was sustained in the Baron contention but it is silent as to Salmon's decision. We have found nothing to show that MacMahon ever returned to the scene of his stormy and unusual career in 1729-31 and it is not likely he did for the people thereafter in power were not sympathetic to the representatives of the era that closed in 1731. The story of the adventures of this man remains, however, a vivid incident in the local annals of that period and is still vibrant with life, two hundred years afterwards.

Laurent MacMahon

**Proceedings Before the Superior Council of Louisiana
for the Induction into Office of
MacMahon as Councillor Therein,**

Transcribed and Translated from the Original Document
at the Cabildo, New Orleans.

By HELOISE H. CRUZAT.

I

TRANSLATION

Sept. 9, 1730.
Reception of Sr.
MacMahon as
Councillor.

On presentation made to
Commandant General, and (to
of the Superior Council of the
isiana, by Sr. MacMahon, of the
him by the King on the recommendation of Ms
of the Indies, dated September Sixth and the
last April, the Letters sealed with the Great Seal
conferring (on him) the office of Councillor in
requiring Sr. MacMahon to be received in said
the prerogatives accorded thereunder which was
Council and deliberated on, whereupon:

The Council considering the conclusions of
General of the King, the certificates of catholicity
and morals of said Sr. MacMahon, after his taking
oath required, we have received and do receive
office of Councillor, that he may enjoy the hono
atives granted him. These Letters shall be
registers.

Given in the Council Chamber, September
Signed: "Pr" (paraph of Brusle "P".
without any other
signature.)

Endorsed on the reverse:

For action accordingly
(pour conclusions conformes)
(Signed) fleauriau

Note—These initials and paraph are the
order named of Perier, Brusle, Prat, Daussevil

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trial in Se
approve
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quarterly
We the undersigned, certify to all whom
it may concern, to have perfect knowledge that
Monsieur MacMahon since he is in this colony
has lived as a respectable man, that he is thor-
oughly honest and that there is naught to say against his conduct
which is very regular. In faith of which we have signed this
present certificate.
At New Orleans, this eighth of September, 1730.
Signed: Dubuisson.
"Le Chev: de Louboey major
of the colony."

Sept. 8, 1730.
Certificate of
Pere Raphael
of MacMahon's
religious faith,—
that he is a
good churchman.

I, the undersigned, Capuchin priest, Curé
of New Orleans and Vicar General of His Grace,
the Bishop of Quebec, do certify that Sieur Lau-
rent MacMahon professes the Christian religion,
Catholic, Apostolic and Roman, and that since
he is in our parish of New Orleans, he has ful-
filled the duties thereof, such as assisting at divine service as
well as participating in the sacraments of the Church. In faith
of which I deliver this present certificate, signed by my hand to
serve and avail where need may be.

Given at New Orleans, this eighth of September, one thou-
sand seven hundred and thirty.

Signed: "F. Raphael, priest, Cap. Vic. Gnl."

II

TRANSLATION

July 14, 1731.
MacMahon
petitions to have
Sieur Dausse-
ville's protest
struck out of the
minutes of the
Council.

To the Members of the Superior Council of
the Province of Louisiana.

Very humbly shows MacMahon, Director
for the Company of the Indies, that it please
you to order by intervening decree that the pro-
tests made against him by Sr. Dausseville
during the audience, which are injurious, (to him) be erased
and struck off the cahier on which they have been inscribed,
and notably, those made at the time of the petitioner's reception
as First Councillor and that Sr. Dausseville be prohibited from

Laurent MacMahon

repeating them under such penalties as appeal
justice.

At New Orleans, July 14, 1731.

Signed: "Mac Mahon"

The same is
made the special
order for the
next session.

The protest urged will
the table at the next session
proper action.

At New Orleans, July 14

Signed: "Brusle"

III

ORIGINAL TEXT

9 septembre 1730.
Reception du Sr
Mac Mahon
Comme Con-
seiller.

Sur la presentation fte a
ier Command^t General et
Superieur de la Province de
le Sr Macmahon des Lettres
par le Roy Sur la presentat
de la Compagnie des Indes en datte du six se
trois avril der^r les Letres selles du grand Seau
la charge de Conseiller aud Conseil Requerant l
de le Recevoir en lad charge pour jouir des p
accordes parycelle dont le Cneu a ete lu aud
delibere

Le Conseil Vu les Con^{ns} du Pro^r General
Certificats de Catholicite et de Vie et Moeurs d
apres serment deluy pris au cas Requis Lavons r
en lad Charge de Conseiller pour levoir cijouir
prerogatives aluy accordes Lesqls seront enRegi
istres donne en la Chambre du Conseil, Le 9 7h

Pr paraphe de Brusle P. D^{lle} f.

(sans autre signature).

Endorsed on the reverse:

Pour Conclusions Conformes
fleauriau

Sept. 8, 1730.

Nous soussignes Certifions
partienda avoir une parfaite
Monsieur macmahon depuis quil est en cette
honnete homme quil est Remply de Probite et

Sept. 8, 1730.
Certificate of
MacMahon's
good character.

We, the undersigned, certify to all whom it may concern, to have perfect knowledge that Monsieur MacMahon since he is in this colony has lived as a respectable man, that he is thoroughly honest and that there is naught to say against his conduct which is very regular. In faith of which we have signed this present certificate.

At New Orleans, this eighth of September, 1730.

Signed: Dubuisson.

"Le Chv: de Louboey major
of the colony."

"Simars de Bellile"

"De Mondreloire."

Sept. 8, 1730.
Certificate of
Pere Raphael
of MacMahon's
religious faith,—
that he is a
good churchman.

I, the undersigned, Capuchin priest, Curé of New Orleans and Vicar General of His Grace, the Bishop of Quebec, do certify that Sieur Laurent MacMahon professes the Christian religion, Catholic, Apostolic and Roman, and that since he is in our parish of New Orleans, he has fulfilled the duties thereof, such as assisting at divine service as well as participating in the sacraments of the Church. In faith of which I deliver this present certificate, signed by my hand to serve and avail where need may be.

Given at New Orleans, this eighth of September, one thousand seven hundred and thirty.

Signed: "F. Raphael, priest, Cap. Vic. Gnl."

II

TRANSLATION

July 14, 1731.
MacMahon
petitions to have
Sieur Dausse-
ville's protest
struck out of the
minutes of the
Council.

To the Members of the Superior Council of the Province of Louisiana.
Very humbly shows MacMahon, Director for the Company of the Indies, that it please you to order by intervening decree that the protests made against him by Sr. Dausseville during the audience, which are injurious, (to him) be erased and struck off the cahier on which they have been inscribed, and notably, those made at the time of the petitioner's reception as First Councillor and that Sr. Dausseville be prohibited from

repeating them under such penalties as appertain and will do justice.

At New Orleans, July 14, 1731.
Signed: "Mac Mahon"

The same is made the special order for the next session.

The protest urged will be reported from the table at the next session of the Council for proper action.

At New Orleans, July 14, 1731.
Signed: "Bruslé"

III

ORIGINAL TEXT

9 septembre 1730.
Reception du Sr
Mac Mahon
Comme Con-
seiller.

Sur la presentation fte a Messieurs de Perrier Command^t General et Con^{rs} au Conseil Superieur de la Province de la Louisianne par le Sr Macmahon des Lettres a luy accordees par le Roy Sur la presentation de Messieurs de la Compagnie des Indes en datte du six septembre et vingt trois avril der^r les Letres selles du grand Seau de Cire jaune de la charge de Conseiller aud Conseil Requerant led Sr Mac mahon de le Recevoir en lad charge pour jouir des prerogatives a luy accordes par celle dont le Cneu a ete lu aud Conseil Surquoy delibere

Le Conseil Vu les Con^{ns} du Pro^r General du Roy Vu Les Certificats de Catholicite et de Vie et Moeurs dud Sr Mac mahon apres serment deluy pris au cas Requis Lavons recu et le recoivent en lad Charge de Conseiller pour levoir cijour des honneurs et prerogatives aluy accordes Lesqls seront enRegistres en nos Registres donne en la Chambre du Conseil, Le 9 7bre 1730.

Pr paraphe de Brusle P. D^{lle} f.
(sans autre signature).

Endorsed on the reverse:
Pour Conclusions Conformes
fleauriau

Sept. 8, 1730. Nous soussignes Certifions a tous ce quil appartient avoir une parfaite Connoissance que Monsieur macmahon depuis quil est en cette colonie a vecu en honnete homme quil est Remply de Probite et quil Nyya Rien a

dire contre sa Conduite qui est tres Reguliere en foy de quoy
avons signe le present certificat.

Ala Nlle Orleans, ce huit 7bre 1730.

Dubuisson.

Le Chv: de Louboey major
de la colonie

Simarers de Bellile.

De Mondreloire

ORIGINAL TEXT

Le 8 septembre
1730.

Je soussigne pretre Capucin Cure de la nouvelle orleans et Vicair gñal de Monseigneur L'Eveque de Quebec, certifie que le Sieur Laurent macmahon fait profession de la Religion Cretienne Catolique Apostolique et Romaine et que depuis qu'il est dans notre paroisse de la nouvelle orleans, il en a rempli les devoirs tant par L'assistance au service divin, que par la participation aux sacremens de L'Eglise en foi de quoi je luy ai delivre le present certificat signe de ma main pour lui servir et valoir ou besoin sera. donne a la nouvelle orleans le huitieme Septembre mil sept cents trente.

f.Raphael. pre cap vic gñal.

30/192^a

ORIGINAL TEXT

July 14, 1731.

A Messieurs du Conseil Superieur de la Province de la Louisianne.

Vous remontre tres humblement Mac Mahon, Directeur pour la Compagnie des Indes, qu'il vous plaise ordonner par Larrest qui Intervindra que les protestations contre luy faites par le Sr Dausseville L'audience tenant, Les quelles sont injurieures, seront rayees et biffees sur le Cahier ou elles se trouveront transcrites, et notamment, celles faites lors de la Reception du supliant a la qualite de premier Conseiller que deffenses seront faites aud S. Dausseville d'En faire a L'avenir sous telles peines quil appartiendra et ferez justice.

A la Nouvelle Orleans le 14 Juillet 1731.

MACMAHON

Les protestations Enoncees seront raportees sur le bureau au premier Conseil pour ensuite estre fait droit
A la Nlle Orleans Le 14 Juillet 1731.

Brusle

31/89

THE EDICT OF DECEMBER 15, 1721, PROVIDING FOR THE APPOINTMENT OF DUAL TUTORS TO MINORS IN FRANCE AND IN HER COLONIES

Translated by the late WILLIAM KERNAN DART

From the text of the original Edict in the Cabildo at New Orleans printed in
Publications of the La. Hist. Society, 1908, Vol. 4, pp. 67-71.

INTRODUCTORY NOTE

The Edict (or Declaration) of 1721 printed herewith, is of essential importance to students of the law of Louisiana under the French regime, and it is not altogether without interest under our present system where questions of dual and ancillary tutorship still occasionally arise.

The Edict is declared in the preamble to be original legislation to supply a hiatus in the law of the period created by the situation in which the courts of the colonies and of the kingdom were placed, when the former grew in population and wealth. It was enacted to give jurisdiction to the Judges of each place to administer the inheritances and to control the person and education of minors by separate tutorship or curatorship at the places where the Estates and person of the minor were located at the time of the death of the ancestor.

Our records of the French colonial period show that the local tribunal (the Superior Council) constantly exercised the jurisdiction conferred by this statute.

The original is a fine illustration of the scholarly care with which such legislation was confected and the translation reflects the same qualities in the translator whose untimely death in 1918 was a great loss to the jurisprudence of Louisiana.

We should not let the occasion pass without calling attention to the Volume of Original Documents concerning the history of Louisiana noted at the head of this paper, and out of which this particular law has been translated. The publication of the text of this volume in 1908 by the La. Historical Society was a patriotic labor undertaken by Prof. Pierce Butler of Newcomb College and the late Mr. William Beer. In the Introductory Note (Publications La. Hist. Sy. 4, p. 4) Mr. Butler says,

“the Manuscript has been reproduced with all possible fidelity.”

The work is preceded by a "Calendar of Documents" made by Mr. Beer and the entire task has been so well performed that the printed result dispenses with the necessity of consulting the originals.

The Quarterly suggests that this is an opportune time to round out that work by a full translation of each of the document included in that memorable volume of the Publications of the Society. This would indeed be a genuine contribution to our history and the necessity for doing it will be apparent by a comparison of the translation and the text of this particular Edict. We should all be able to read these texts, but many students would nevertheless be happy to find their labors on these old texts, fortified by the scholarship of a good translator.

HENRY P. DART.

THE EDICT OF 1721

Louis, by the Grace of God King of France, and of Navarre to all whom these presents shall come, Greetings:

Since the establishment of the French Colonies in America, many of our subjects have transported there part of their fortune and of their family, either having established a domicile there, or having been pleased to pass a considerable part of their time there to render profitable the plantations which they have there acquired. As it frequently happens that the Successions of heads of families who have established these sorts of residences is composed of property owned by them in our said Colonies, the tutorships, curatorships, emancipations and marriages of their minor children whom they leave either in France or in America only give rise to a considerable doubt as to the jurisdiction of the tribunals charged with the administration of the same, the judges in France feeling well authorized to take cognizance, even by collation, of the property situated in America wherever it is certain that the father of the minors had retained his ancient domicile within our realm; and the officers we have established in our said colonies insisting in like manner that it is for them to administer, even by collation, the property situated in France where the domicile of the father has been actually transferred to any portion of America subject to our domination; and while the said distinction seems in itself just and conforms to the general principles of the jurisprudence, experience has shown us that the same may be the subject of great inconvenience, either

because it gives rise to much litigation over the true domicile of the father of the minors, which is often enough difficult to determine in the different circumstances of each particular case, either because it is almost impossible for a tutor appointed in France to watch closely the administration of the property of the minors in America and reciprocally for one appointed in our colonies to administer with sufficient attention by correspondence the property situated in France, so that it often happens that one or the other portion of the patrimony of the minors is neglected or confided by the tutor to unscrupulous hands, who abuse his absence to dissipate property of which it is very difficult for the tutor to have a faithful accounting rendered.

We have thought that under the example of the Roman legislators, who had introduced the usage of giving different tutors to minors by ancillary proceedings as to property which they owned in countries far distant from one another, we also should divide the administration of property belonging to the same minors situated in France and in America, so that the different patrimonies shall be administered in the future by different tutors confiding, nevertheless, the care and education of the minors and the preference in regard to their marriage to the tutor of the place where the father of the said minors had his domicile, which is always regarded as that of the minors following the rules established by the ordinances which the kings our predecessors have made on the subject matter :

And finally as we have been informed that the Negroes employed in the cultivation of the land being regarded in our colonies as movable property following the established law, minors often abuse the rights which emancipation gives them to dispose of their Negroes, thereby ruining the plantations which belong to them and considerably prejudicing our colonies, whose principal value depends on the negro labor which gives value to the lands, we have judged it proper to interdict them from the disposition of the same until said minors reach the age of 25 years, and we are prompted moreover to make a new law on the said different matters which shall be at the same time an evidence of the protection which we give to those of our subjects whose weakness at their age renders it more necessary than for others, as well as a proof of the attention we shall always have for anything which may favor the commerce of the French colonies and render

them useful to all our kingdom, the welfare and prosperity of which constitutes the principal object of our care and our vows :

Moved by these causes and others, and under the counsel of our very dear and very beloved Uncle, the Duke of Orleans, son of France, Regent; of our very dear and very beloved Uncle, the Duke of Chartres, first prince of our blood; of our very dear and very beloved cousin, the Duke of Bourbon; of our very dear and very beloved cousin, the Count of Charollois; of our very dear and very beloved Cousin, the Prince of Conty, Prince of our blood; of our very dear and very beloved Uncle the Count of Toulouse, lawful Prince and other exalted and notable personages of our realm, of our full power and royal authority and by these presents given under our hand, be it known :

ARTICLE 1.

Whenever our minor subjects to whom it shall be necessary to provide tutors or curators shall be possessed of property situated in France and other property situated in the French Colonies, tutors shall be appointed to them in both countries, that is to say, in France by the judges having jurisdiction of the same, under the advice of the relatives and friends of said minors who may be in France, said tutors or curators to have the administration of the property situated in France only; and in the colonies by the judges established, also under the advice of the relatives and friends of the minors, which tutors and curators appointed in the colonies likewise shall have the administration only of the property there found belonging to said minors; and said tutors or curators in France and in the colonies shall be independent of each other, being responsible only for the gestion and administration of the property in the country in which they shall have been appointed and of which they shall only be required to render an accounting before the judges by whom they have been appointed.

2.

The education of the minors shall be deferred to the tutor appointed in the country of the father's domicile before his decease, whether all the minor children of the father reside in the same country or whether some reside in France and others in the Colonies, unless otherwise ordered by the court having jurisdiction of the tutorship upon the advice of the relatives and friends of said minors.

3.

The letters of emancipation which the said minors shall obtain shall be confirmed as well in the tribunals of France as in those of the Colonies in which the nomination of their tutor shall have been made, but the said letters of emancipation shall have no effect except in the country where they have been confirmed.

4.

The minors, although emancipated, shall have no power to dispose of negroes used to exploit their plantations until they (the minors) reach the age of 25 years complete, provided, however, that said negroes shall not cease to be reputed as movable property for all other purposes.

5.

The minors desiring to contract matrimony, either in France or in the Colonies, shall be prohibited from so doing without the advice and consent in writing of the tutor appointed in the country of the domicile of the father at the time of his death, provided, however, that said tutors may give their consent only upon the advice of the relatives who shall be assembled for that purpose before the judge by whom he has been appointed and reserving to the said judge before homologating their recommendations, to order that the other tutor named, either in France or in the Colonies, as the case may be, shall assemble the relatives whom said minors may have in said country, who shall be likewise heard within the proper delays before said judge who has named the other tutor and who shall give their advice on the proposed marriage, which, however, shall be recommended only upon mature deliberation, of which the judge shall make mention in the judgment pronounced by him.

So ordered to our beloved and faithful, the Superior Councils in our Colonies, these presents to have registered and the contents unconcealed guarded and observed according to their tenor and form, and that all impediments be, and they are hereby, discontinued, all edicts, declarations, ordinances, rules and customs to the contrary notwithstanding, for such is our pleasure.

Given at Paris the 15th of December in the year of grace 1721, and of our reign the seventh.

(Signed) Louis
" By the King,
The Duke of Orleans, Regent
" Fleuriau.

DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1719-1737

FOURTH INSTALLMENT

Surveys and reports upon the situation and condition of Bienville's lands in 1737 made by the official surveyor of the Colony under the direction of Governor Bienville and Ordonnateur Salmon.

EDITORIAL INTRODUCTION BY HENRY P. DART.

In the first installment of this series, we told the story of the acquisition of these lands by Bienville, buttressed by the original documents in text and translation (*La. Hist. Qy.*, Vol. 10, pp. 5-17, January, 1927).

The second installment gave an account of the action of the Council of State in France in August, 1728, annulling all grants from Manchac to the sea, with an analysis of the original documents, and the text and translation of same (*La. Hist. Qy.*, Vol. 10, pp. 161-175, April, 1927).

The third installment covered the details of the effort by Bienville in 1737 to set aside the Decree of August, 1728, accompanied by the text and translation of the documents (*La. Hist. Qy.*, Vol. 10, pp. 364-380, July, 1927).

The fourth installment printed herewith covers the documents prepared in New Orleans by Bienville in 1737 to comply with the orders of the Minister and to show the condition of the lands as to improvements, occupation and cultivation before and after the action of the Council in 1728.

This last installment is a series of reports by the official surveyor of the Colony (in legal phraseology, a proces-verbal), setting forth the personal or physical examination made by that officer of each parcel of both tracts, indicating the measurements of the same and the physical condition, i. e., whether cleared, uncleared, cultivated, occupied or otherwise, and the nature of the right or title of each possessor.

These papers establish conclusively the purpose of Bienville to govern his vast domain under the feudal system and in its most hated form. He retained the ownership of the land as "Seigneur et propriétaire" (lord and proprietor) and conveyed

possession to his tenants at a yearly rental in money, in capons and in free labor. The clause on this subject in each deed is substantially the same, the only variance being in the sum of the rental, furnishings and labor, thus in one act we find it stated:

At the quit rent (or rental) of eight livres, three sols, four deniers for each arpent to my said Sieur de Bienville Lord and proprietor as also of a capon per arpent and of ten days of labor.

"au redevance de huit livres trois sols quatre denier de rent par chacun arpent envers mon dit Sieur de Bienville Seigneur et propriétaire, comme aussy d'un chapon par chacun arpent et de dix journées de corvée."

In another act

At the rental of six livres rent per arpent and two capons each year and of twenty-four days of labor annually.

"Au redevance de six livres de rentes par arpents, de deux chapons par chacun an, et de vingt quatre journées de travail par forme de corvée anmielle."

All students of French history know that the corvée, forced labor for the lord proprietor was one of the greivous burdens that enslaved the tenant farmers. These clauses meant in the case of Bienville that each farmer who held under him, not only paid money and produce, but delivered himself up to the Lord for a certain number of days forced labor per annum.

This documentary evidence is quite voluminous and each instrument follows a set form, so that at first reading they seem to be exactly similar. This prompted us to print only one document as a sample or illustration of the whole, but after further reflection, we concluded there was sufficiently varied data in each document to justify the publication of the whole. Besides the interested student of this particular transaction and the student of the general history of the era, would undoubtedly prefer to have the opportunity to study the Mss. and exercise his own judgment as to the historical value thereof.

Our space would not permit the publication of all these writings in one installment and another installment will appear in our next issue. For convenience of study, we have numbered the documents in the margin and have printed the text and translation of each document together.

**Copies of Certificates of Survey of the Bienville Land
in 1737.**

Part I

Translated by HELOISE H. CRUZAT.

Document No. 1
Translation.
1737—Sept. 20.
Proces-verbal of
survey and titles of
Sieur deChavanne
derived from de
Noyan, agent of
Bienville, May 1, 1728,
6 arpents front on the
River by 40 arpents
in depth.

In the year one thousand seven hundred and thirty-seven, Friday afternoon, September twentieth, by virtue of the order of Monsieur de Bienville, Governor of the Province of Louisiana, and of Monsieur Salmon, Commissaire Ordonnateur of the said Province, we, F. Saucier, surveyor, went to a tract owned by Sieur de Chavanne, consisting of six arpents fronting on the river St. Louis,¹ by forty in depth, a distance of two leagues above New Orleans, on which land we found seventy-two superficial arpents sown with foodstuffs and indigo,² protected with a levee along the river front for which land the said Sieur de Chavanne produced a contract before Rossard, Notary, on May first, one thousand seven hundred and twenty-eight, by which it appears that the elder Sieur de Noyan under procuration of my Sieur de Bienville, Lord proprietor (Seigneur et propriétaire) of the said land, ceded in the name of Sieur de Bienville, the said land to the said Sieur de Chavanne at a rental of six livres per annum for each arpent to the said Sieur de Bienville as also of two capons and twelve days of labor in each year,³ of which titles and land, we, the undersigned surveyor, commissioned for this purpose, have drawn up the present proces verbal in the presence of the said Sieur Chavanne and of the Sieur Fabry de Labruyere, witnesses undersigned. Done at the plantation of the said Sieur Chavanne the day and year aforesaid.

Signed: F. Saucier
De Chavanne
Fabry de Labruyere

Excerpt collated ("pour extrait collationnée") with the original ("sur la minutte") which remains in possession of the Notary Royal undersigned. Signed: Henry

¹It is a curious feature of these instruments that the Mississippi River is officially designated as the River St. Louis. It would indicate that in 1737 there was no general use of the familiar name by which the river is now known. In any event this is rather conclusive evidence that it was not recognized as the official name.

²"La quantité de soixante et douze arpents en superficie ensemencé de vivre et indigo."

³"Au redevance de six livres de rante par an par chacun arpent envers de dit Sieur de Bienville, comme aussy de deux chapons et de douze journées de travail par forme de corvée par chacun an."

1737—Dec. 17.

Authentication by
Salmon, Ordonnateur.

We, Edme Gatien Salmon, Commissioner of the Marine, Ordonnateur⁴ and First Judge in the Superior Council, certify to all whom it may concern that the above signature of M^e.⁵ Henry, Notary, is authentic (“véritable”) and that faith may be had therein. In witness whereof we have signed these presents and had it countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon

Document 1

Text.

1737—Sept. 20.

Cons. p. 36.

L’an Mil Sept cent trente sept vendredy après midy vingtieme Septembre en Vertu de l’ordonnance de Monsieur de Bienville Gouverneur de la Province de la Louisianne, et Monsieur de Salmon Commissaire Ordonnateur en la dite Province, nous F. Saucier arpenteur, sommes transporté sur un terrain appartenant au Sieur Chavanne consistant en six arpents de face sur la fleuve St. Louis sur quarante de profondeur, distance de deux lieues audessus de la Nouvelle Orleans sur lequel terrain nous aurions trouvé la quantité de soixante et douze arpens en superficie ensemencé de vivre et indigo garny d’une levée le long du fleuve pour lequel terrain le dit Sieur Chavannes auroit représenté un contrat pardevant Rossard, Notaire, le premier May mil sept cent vingt huit par lequel il apert que le Sieur de Noyant l’ainé fondé de procuration de mondit Sieur de Bienville, Seigneur et propriétaire du dit terrain a cédé au nom du dit Sieur de Bienville le dit terrain au dit Sieur de Chavannes au redevance de six livres de rante par an par chacun arpend envers le dit Sieur de Bienville, comme aussy de deux chapons et de douze journées de travaille par forme de corvée par chacun an, desquels titres et terrain nous arpenteur soussigné à ce commis avons dressé le present procès verbal en presence du dit Sieur Chavannes et du Sieur Fabry de Labruyere temoins soussignés fait à l’habitation dudit Sieur Chavannes les jours et an cy dessus.

F. Saucier
De Chavannes.

Fabry de Labruyere

⁴The “Ordonnateur” in Louisiana exercised functions akin to those exercised by the Intendant in Canada, but it is a confusion of terms to consider the words interchangeable in Louisiana.

⁵“M^e” i. e., Messaire or Maitre; thus Mr. or Master Henry.

Pour extrait collationnée sur la minutte resté es mains du
Notaire Royal soussigné.

Henry

1737—Dec. 17. Nous Edme Gatien Salmon Commissaire de la
Marine Ordonnateur et Premier Juge au Conseil Supérieur de
la Louisianne, certiffions à tous qu'il appartiendra que la sig-
nature cy dessus de M^e Henry Nottaire est véritable et que
foy doit y estre adjoutée, en témoin de quoy nous avons signé
ces présentes et fait contresigner par notre Secretaire.

Donné en nostre hôtel a la Nouvelle Orleans ce dis sept
Decembre mil sept cent trente sept. Salmon.

Document No. 2
Translation.
1737—Sept. 20.
Proces-verbal of
surveys and titles of
Sieur de Chavanne
derived from Sieur
Rodolfe Guilain who
acquired from Jean
Febvre, who derived
from Bienville.
(No dates given).
6 arpents by 40.

In the year one thousand seven hundred and
thirty-seven, Friday afternoon, September
twentieth, by virtue of the order of Mssrs.
de Bienville, Governor of this Province, and
of de Salmon, Commissaire Ordonnateur in
the said Province, we, F. Saucier, surveyor,
went to the tract owned by Sieur Chavanne
consisting of six arpents front by forty in
depth containing seventy-two superficial ar-
pents cleared, protected by a levee along
the said river, sown with food-stuffs ("en semencé de vivre")
and indigo, on which said land we found a brick house, raised
to its first story, a large shed, five negro cabins, for which land
the said Sieur Chavanne presented to us a contract passed be-
fore Rossard, Notary, on November fourteenth, one thousand
seven hundred and twenty-seven, by which it appears that
Sieur Rodolfe Guilain has ceded and transferred the ownership
of the said land to the said Sieur Chavanne as he, Rodolfe Guilain
acquired it from one Jean Febvre to whom it was primordially
ceded by my said Sieur de Bienville by contract of the (blank
in text) at a rental of six livres per arpent each year and also
of two capons and twelve days of labor ("par forme de corvée")
the said quit-rents duly specified in the said contract passed
between the said Sieur Chavanne and the said Sieur Rodolfe
Guilain. Of which titles, land and buildings thereon, we, sur-
veyor undersigned, commissioned for this purpose, have signed
the present proces-verbal in the presence of the said Sieur de

Chavanne and of said Sieur Fabry de la Bruyere, witnesses undersigned.

Done at the plantation of said Sieur de Chavanne the day and year aforesaid.

Signed: Saucier
de Chavanne
Fabry de la Bruyere

Excerpt collated with the original which remains in possession of the notary undersigned.

Signed: Henry

1737—Dec. 10.
Authentication by
Edme Gatien Salmon,
Ordonnateur.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of M^e Henry is authentic, and that faith may be had therein. In witness whereof, we have signed these presents and had it countersigned by our secretary.

Given in our office at New Orleans, December tenth one thousand seven hundred and thirty-seven.

Signed: Salmon

Document 2
Text.
1737—Sept. 20.
Cons. p. 39.

L'an mil sept cent trente sept vendredy après midy vingtieme Septembre, en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de cette Province et de Salmon Commissaire Ordonnateur en la ditte Province, nous F. Saucier arpenteur, sommes transporté sur un terrain appartenant au Sieur Chavanne consistant en six arpents de face sur quarante de profondeur ayant la quantité de soixante et douze arpens de deffriché en superficie garantie d'une levée le long du dit fleuve en semencé de vivre et indigo sur lequel dit terrain nous aurions trouvé une maison en brique élevé-jusqu'a son premier étage, un grand hangard, cinq cases a nègres, pour lequel terrain le dit Sieur Chavannes nous auroit représenté un contrat passé par devant Rossard notaire du quatorze Novembre mil sept cent vingt sept par lequel il apert que le Sieur Rodolfe Guilain a cédé et transporte la propriété du dit terrain au dit Sieur Chavanne ainsy que luy Rodolfe Guilain l'avoit acquis du nommé Jean Febvre à qui il avoit été cédé primordialement par mondit Sieur de Bienville par contrat du _____ au re-

devance de six livres de rentes par chaque année par chaque arpent comme aussy de deux chapons et de douze journées de travail par forme de corvée, les dittes redevances duement spécifiées dans le dit contrat passé entre le dit Sieur Chavanne et le dit Sieur Rodolfe Guilain, desquels titres, terrain et bastiments, nous arpenteur soussigné à ce commis avons signé le présent proces verbal en présence du dit Sieur de Chavanne et du dit Sieur Fabry de la Bruyere témoin soussigné, fait à l'habitation du dit Sieur de Chavanne les jour et an que dessus.

Saucier

De Chavannes

Fabry de la Bruyere

Pour extrait collationné sur la minutte restée es mains de nous Notaire soussigné.

Henry

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et Premier Juge au Conseil Supérieur de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est veritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé les présentes et fait contre Signer par notre Secretaire.

1737—Dec. 10. Donné en nostre hôtel à la Nouvelle Orleans le dix Decembre mil sept cent trente sept.

Salmon.

Document No. 3
Translation.
1737—Sept. 20.
Proces-verbal of
survey and titles of
Sieur de Chavanne
derived from Sieur
Bellair Feb. 20, 1728.
Bellair from Simon
Kowe who obtained
from Bienville
January 1, 1728.
6 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Friday, September twentieth, by virtue of the order of Mssrs de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire-Ordonnateur in the said Province, we, Francois Saucier, surveyor undersigned, went to a tract of six arpents fronting on the St. Louis River by forty in depth, protected by a levee along the said river having fifty-four superficial arpents cleared without any building or cultivation belonging to the Sieur Chavanne, situated above and adjoining that of Sieur de Noyan the elder and adjoining below another tract also owned by the said Sieur de Chavanne, who presented to us his contract of

acquisition from Sieur Bellair of February twentieth, one thousand seven hundred and twenty-eight, and the primordial contract by which Sieur Bellair had acquired it from one Simon Koue to whom my said Sieur de Bienville had ceded and transferred it by act passed before Rossard Notary January first one thousand seven hundred and twenty-three, at the quit-rent rental ("redevance") of eight livres, three sols, four deniers, for each arpent to my said Sieur de Bienville, Lord and proprietor, as also of a capon per arpent and of ten days of labor ("de corvee") of which titles and land we, undersigned surveyor, appointed for the purpose, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned, on the above day and year.

Signed: Saucier

Fabry de Labruyere.

Excerpt collated with the original which remains in our possession.

Signed: Henry Notary.

1737—Dec. 17.
Authentication by
Salmon.

We, Edme Gatien Salmon, Councillor of the King, and First Judge of the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of Me Henry, Notary, is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office, at New Orleans, December seventeenth, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 3
Text.
1737—Sept. 20.

L'an mil sept cent trente, sept, vendredy vingtieme Septembre, en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la ditte Province, nous Francois Saucier, arpenteur soussigné nous sommes transporté sur un terrain de six arpents de face sur le fleuve Saint Louis sur quarante de profondeur garanty d'une levée le long du dit fleuve ayant la quantité de cinquante quatre arpents defriché en superficie sans aucun bâtiment ny semence appartenant au Sieur Chavanne Scitué au dessus et attenant celle du Sieur de Noyan l'aine et au dessous joignant une autre terre appar-

tenant aussy audit Sieur Chavanne, lequel nous auroit représenté le contrat d'acquisition qu'il en a fait du Sieur Bellair du Vingt Fevrier mil sept cent vingt huit, et le contrat primordial lequel le dit Sieur Bellair l'avoit acquise du Nommé Simon Koue à qui mondit Sieur de Bienville l'avoit cédé et transporté par acte passé devant Rossard Notaire le premier Janvier mil sept cent vingt trois, au redevance de huit livres, trois sols quatre deniers de rente par chacun arpent envers mondit Sieur de Bienville seigneur et propriétaire, comme aussy d'un chapon par chacun arpent et de dix journées de corvée desquels titres et terrain, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de la Bruyere témoin soussigné le jour et an que dessus.

Saucier

Fabry de Labruyere

Pour extrait collationne es minuttes restées en nos mains.

Henry Notre

Nous Edme Gatien Salmon Conseiller du Roy et Premier Juge au Conseil Supérieur de la Province de la Louisiane, certifions à tous qu'ly appartiendra que la signature dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces présentes et fait contresigner par notre Secretaire.

Donné en notre hôtel à la Nouvelle Orleans le dix sept Decembre mil sept cent trente sept.

Salmon.

Document No. 4
Translation.
1737—Sept. 25.
Proces-verbal of
survey and titles of
Renaut d'Hauterive
derived from Noyan,
agent for Bienville
May 1, 1728.
10 arpents by 40.

In the year one thousand seven hundred and thirty seven, September twenty-fifth, by virtue of the order of Messrs de Bienville, Governor of the Province of Louisiana and Salmon, Commissioner of the said Province, we, Francois Saucier, surveyor undersigned, went to a tract of ten arpents front on the river St. Louis by forty in depth, the said tract protected by a levee along the river, with a clearing of ninety arpents, on which land we found a lodging consisting of a room and a kitchen, a building under which are four utensils for indigo ("indigotteries"), another to dry the indigo, another serving as a storehouse, a poul-

try house and twenty negro cabins. The said land and buildings belonging to Mr. Renaut d'Hauterive, Knight of the Military Order of Saint Louis, Captain of a detached company of the Marine; the said tract situated above New Orleans bounded on one side by land also owned by Sieur d'Hauterive and on the other by a tract belonging to Sieur Broutin, for which land Sieur d'Hauterive presented to us a contract passed in New Orleans before Rosard, Notary Royal in Louisiana on May first one thousand seven hundred and twenty-eight by which it appears that Monsieur de Noyan the elder, under procuracy of Monsieur de Bienville, Lord and proprietor of the said land ceded and transferred in the name of the Sieur de Bienville to the said Sieur Renaut d'Hauterive, the said land of ten arpents front, at the rental ("redevance") of six livres for each arpent, as also of two capons and of two days of labor ("de corvee") also by front arpent, of which titles, land and buildings, we, surveyor undersigned, appointed for the purpose, have drawn the present procès verbal in the presence of the said Sieur d'Hauterive and of the said Sieur Fabry de la Bruyere, witness undersigned in the above day and year.

Signed: d'Hauterive

Saucier

Fabry de la Bruyere

Excerpt collated with the original which remains in possession of the Notary undersigned

Henry.

1737—Dec. 17.
Authentication by
Salmon.

We, Edme Gatien Salmon Councillor of the King, Commissioner of the Marine, Ordonateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the signature of M^e Henry, Notary is authentic and that faith may be had in it. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office, at New Orleans, on this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 4
Text.
1737—Sept. 28.
Cons. p. 46.

L'an mil sept cent trente sept le vingt cinquieme
Septembre en vertue de l'ordonnance de Mes-
sieurs de Bienville Gouverneur de la Province
de la Louisianne et Salmon Commissaire de la

ditte Province Nous Francois Saucier arpenteur soussigné sommes transporté sur un terrain de dix arpens de face sur le fleuve St. Louis sur quarante de profondeur, le dit terrain garanty d'une levée le long du fleuve ayant la quantite de quatre vingt dix arpents de deffriché sur lequel terrain nous aurions trouvé un corps de logis consistant en une salle et une cuisine, un bâtiment sous lequel sont quatre indigotteries, un autre pour seicher l'indigo, un autre servant de magazin, un poulailler et vingt cazes a à negre. les dits terrain et bastiments eppartenants à Monsieur Renaut d'Hautrive, Chevalier de l'Ordre Militaire de Saint Louis, Capitaine d'une compagnie détachée de la Marine le dit terrain scitue au dessus de la Nouvelle Orléans, attenant d'un costé a un terrain appartenant aussy au dit Sieur d'Hautrive et de l'autre au terrain appartenant au Sieur Broutin pour lequel terrain le dit Sieur d'Hautrive nous auroit représenté un contrat passé à la Nouvelle Orleans par devant Rossard Nottaire Royal à la Louisianne le premier May mil sept cent vingt huit par lequel il apert que Monsieur de Noyant l'ainé fondé de procuration de Monsieur de Bienville, Seigneur et propriétaire du dit terrain, a cédé et transporté au nom du Sieur de Bienville audit Sieur Renaut d'Hautrive, le dit terrain de dix arpents de face, au redevance de six livres de rentes par chacun arpent comme aussy de deux chapons et de deux corvees de travail aussy par arpent de face, des quels titres terrain et bastiments, nous arpenteur Soussigné à ce commis avons dressé le present procès verbal en présence du dit Sieur d'Hautrive et du dit Sieur Fabry de la Bruyere, témoin soussigné les jour et an que dessus.

D'Hautrive
Saucier
Fabry de la Bruyere.

Pour extrait collationné en la minutte restée es mains de Nous Not^{re} Soussigne.

Henry.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et Premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous ceux qu'il appartiendra que la signature de M^e Henry Notaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé les présentes et fait contresigner par notre Secretaire.

Donné en nostre hôtel a la Nouvelle Orleans ce dix septieme Decembre mil sept cent Trente sept. Salmon.

Document No. 5

Translation.

1737—Sept. 25.

Proces-verbal of survey and titles of Renault d'Hauterive representing his wife, whose first husband, Duval, acquired from Beaulieu Nov. 1, 1728, who traced title by Mesne Conveyances to Bienville Jan. 20, 1725.

12 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on the twenty-fifth day of September, by virtue of the order of Mssrs de Bienville, Governor General of the Province of Louisiana, and of Salmon, Commissaire Ordonnateur in the said Province, we, Francois Saucier, surveyor, went to the tract above New Orleans, adjoining that of the R. R. Jesuit Fathers measuring twelve arpents front on the river St. Louis by forty arpents in depth, owned by Monsieur Renoult d'Hauterive (Renault d'Hauterive) Knight of the

Military Order of Saint Louis, Captain of a detached company of the Marine, in the name and as husband of Dame widow Duval, on which land we found food stuff and indigo, the said land protected by a levee, having eighty arpents cleared for which land the said Sieur d'Hauterive presented to us a contract passed before Rossard Notary Royal in Louisiana, on January twentieth one thousand seven hundred and twenty-five, by which it appears that Monsieur de Noyan, senior, under procuracy of Monsieur de Beinville, Lord and proprietor of the said land for and in the name of Sieur de Bienville ceded and transferred to Sieur Broutin the said tract of twelve arpents front at the rental of six livres rent, per arpent and two capons for each year and of twenty-four days of labor, ("par forme de corvee annuelle") annually, another act of October sixth, one thousand seven hundred and twenty-eight by which Sieur Broutin cedes the said land to Sieur Baulieu (Beaulieu) for the sum of three hundred livres; another act under private signature by which it appears that the said Sieur Baulieu exchanged the said lot with Sieur Duval, the said act dated the first of November one thousand seven hundred and twenty-eight, of which titles and land we, surveyor, for this purpose appointed, have drawn the present procès verbal in the presence of the said Sr. Renoult d'Hauterive and of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur d'Hauterive, on the above day and year.

F. Saucier

D'Hauterive

Fabry de la Bruyere

Collated copy or excerpt from the minutes which remain in possession of the Notary undersigned.

Henry.

1737—Dec. 17. We, Edme Gatien Salmon Councillor of the
 Authentication by King, Commissioner of the Marine, "Ordonna-
 Salmon. teur" and First Judge in the Superior Council of the Province of
 Louisiana, certify to all whom it may concern that the signature
 of M^e Henry Notary is authentic and that faith may be had there-
 in. In witness whereof we have signed these presents and had
 them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth day of
 December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 5 L'an mil sept cent trente sept le vingt cinquième
 Text. Septembre, en vertu de l'ordonnance de Mes-
 1737—Sept. 25. sieurs de Bienville Gouverneur Général de la
 Cons. p. 50. Province de la Louisianne et Salmon Commis-
 saire Ordonnateur en la dite Province, nous François Saucier
 arpenteur, sommes transporté sur un terrain au dessus de la Nou-
 velle Orleans attenant celuy des R. R. P. Jesuites ayant douze
 arpens de face sur le fleuve Saint Louis sur la profondeur de
 quarante arpens appartenants à Monsieur Renoult (*) d'Hau-
 trive chevalier de l'Ordre Militaire de Saint Louis, Capitaine d'
 une Compagnie détachée de la Marine, au nom et commé époux
 de la Dame Veuve Duval sur lequel terrain nous aurions trouvé
 des semences de vivres et indigo, le dit terrain garanty d'une
 levée ayant la quantité de quatre vingt arpents de défriché en
 superficie pour lequel terrain le dit Sieur d'Hautrive nous auroit
 représenté un contrat passé devant Rossard Nottaire Royal a la
 Louisianne le vingt Janvier mil sept cent vingt cinq par lequel il
 appert que Monsieur de Noyan l'ainé fondé de procuration de
 Monsieur de Bienville, seigneur et propriétaire de la ditte terre
 a cédé et transporté au Sieur Broutin au nom du dit Sieur de
 Bienville le dit terrain de douze arpens de face au redevance de
 six livres de rentes par arpens, de deux chapons par chacun an
 et de vingt quatre journées de travail par forme de corvée an-
 nuelle, un autre acte du six Octobre mil sept cent vingt huit par
 lequel le Sieur Broutin cede le dit terrain au Sieur Baulieu pour
 la somme de trois cens livres, un autre acte sous seing privé par
 lequel il appert que le dit Sieur Baulieu a echangé le dit terrain
 avec le Sieur Duval, le dit acte datté du premier Novembre mil
 sept cent vingt huit, desquels titres et terrain nous arpenteur

*Textual, should be "Renault d'Hauterive."

sous signé a ce commis avons dressé le présent procès verbal en présence du dit Sieur Renoult D'Hautrive et du Sieur Fabry de la Bruyere témoin soussigné. Fait à l'habitation du dit Sieur d'Hautrive le jour et an que dessus.

F. Saucier
D'Hautrive
Fabry de la Bruyere

Pour copie collationnée ou extrait aux minuttes restées es mains de Nous dit Nottaire soussigné.

Henry.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions a tous qu'il appartiendra que la signature de M^e Henry Notaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en nostre hôtel à la Nouvelle Orleans ce dix septieme Decembre mil sept cent trente sept.

Salmon.

Document No. 6
Translation.
1737—Sept. 25.
Proces-verbal of
survey and titles of
Charles Petit, Sieur
de Livilliers derived
from Louis Roys and
his wife June 24, 1737.
Sieur Roys from
Jacques Ouvre, a
German, who derived
from Bienville Jan. 1,
1723.
6 arpents by 20.

In the year one thousand seven hundred and thirty-seven, on the twenty-fifth of September, by virtue of the order of Messrs de Bienville, Governor of the Province of Louisiana, and Salmon Commissioner of the said Province, we, surveyor undersigned went upon the tract of six arpents front on the River Saint Louis by forty in depth protected by a levee along the river having sixty superficial arpents cleared, on which tract we found a house consisting of a room on the ground and a kitchen of posts in the ground, the said land cultivated in rice and corn, owned by Mr. Charles Petit Ecuyer (squire) Sieur de Levillier (Livilliers) Captain of a detached company of the Marine, for which land the said Sieur Pétit de Livillier presented to us a contract of acquisition from one Louis Roys and Marie Jeanne, his wife, the said contract passed at New Orleans before Henry, Notary Royal in New Orleans, on the twenty-fourth of June of the present year, one thousand seven hundred and thirty-seven; another contract passed before Rossard, Notary Royal in

Louisiana, April tenth, one thousand seven hundred and twenty-seven by which it appears that the said Louis Roisset and Marguerite Dumay his wife bought the said land from one Jacques Ouvre a German, and Barbe Chauvinne, his wife, a German, at the same rentals and conditions towards my said Sieur de Bienville carried in the act of cession and transfer that my said Sieur de Bienville, Lord and proprietor of the said land, had primordially made with the said Jacques Ouvre and Barbe Chauvinne before Rossard, Notary Royal in Louisiana on date of January first, one thousand seven hundred and twenty-three, the said act providing that the said Jacques Ouvre shall pay to my said Sieur de Bienville the sum of eight livres three sols, four deniers for each arpent as annual rent, as also six capons and ten days of labor each year. Of which titles, land and building we, surveyor undersigned, for this purpose appointed, have drawn the present procès verbal in the presence of my said Sieur Petit de Levillier and of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur Petit de Levillier the above day and year.

Signed: Saucier

Fabry de la Bruyere

Collated copy extracted from the minutes in charge of the Notary undersigned.

Signed: Henry Notary.

1737—Dec. 17.
Authentication by
Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, "Ordonna-teur" and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the signature of M^e Henry Notary is authentic and that faith may be had therein. In testimony whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans, this seventeenth of December one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 6
Text.
1737—Sept. 25.
Cons. p. 54.

L'an mil sept cent trente sept et le vingt cinquieme Septembre, en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne, et Salmon Commissaire de la ditte Province, nous arpenteur soussigné sommes transporté sur un terrain de six arpens de face sur le fleuve Saint-Louis sur

quarante de profondeur garny d'une levée le long du fleuve ayant la quantité de soixante arpens de defriché en superficie, sur lequel terrain nous aurions trouvé une maison consistant en une salle sur solle et une cuisine de potteau en terre, le dit terrain ensemencé de ris et mays appartenant à Monsieur Charles Petit Ecuyer Sieur de Levillier, (7) Capitaine d'une Compagnie détachée de la Marine, pour lequel terrain le dit Sieur Petit de Livillier nous auroit représenté le contrat d'acquisition qu'il en a fait du nommé Louis Roys et Marie Jeanne, son épouse, le dit contrat passé à la Nouvelle Orleans par devant Henry Nottaire Royal à la Nouvelle Orleans le vingt quatre Juin de la présente année mil sept cent trente sept, un autre contrat passé par devant Rossart Nottaire Royal a la Louisianne le dixieme Avril mil sept cent vingt sept par lequel il appert que le dit Louis Roisset et Margueritte Dumay son épouse a chepté le dit terrain du nommé Jacques Ouvre et Barbe Chauvinne femme Allemand, aux mêmes redevance et condition envers mon dit Sieur de Bienville porté par l'acte de cession et transport que mondit Sieur de Bienville, Seigneur et propriétaire du dit terrain en avoit fait primordialement aux dits Jacques Ouvre et Barbe Chauvinne par devant Rossart, Nottaire Royal a la Louisianne en date, du premier Janvier mil sept cent vingt trois, le dit acte portant que le dit Jacques Ouvre payera à mondit Sieur de Bienville la somme de huit livres, trois sols, quatre deniers par chacun arpent de rente annuelle comme aussy six chapons et dix journées de travail par forme de corvée par chacun an, desquels titres, terrain et bastiment, nous Arpenteur soussigné à ce commis avons dressé le present procès verbal en présence de mondit Sieur Petit de Levillier et du Sieur Fabry de la Bruyere témoin soussigné, fait a l'habitation du dit Sieur Petit de Levillier le jour et an que dessus.

Saucier

Fabry de la Bruyere

Pour copie collationnee en extrait sur les minuttes restées es mains de nous Notaire soussigné.

Henry Not^{re}.

Cons. p. 57. Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature de M^e Henry Notaire est véritable

⁷Meant for Livilliers.

et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en nostre hôtel à la Nouvelle Orleans ce dix septieme Décembre mil sept cent trente sept.

Salmon.

Document No. 7
Translation.
1737—Sept. 26.
Proces-verbal of
survey and title of
Amyault Dausseville,
derived from Pierre
Voisin, who traces
back by mesne
conveyances to
Crestmane, a German,
who received it from
Bienville Jan. 7, 1723.
6 arpents by 40.

In the year one thousand seven hundred and thirty-seven, the 26th September, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur in the said Province, we, Francois Saucier, surveyor, went to a tract consisting of six arpents fronting on the River Saint Louis by forty in depth, situated at a distance of one league above New Orleans, the said land protected by a levee along the river, having a surface of seventy-two superficial arpents under cultivation on which land we found a barn built on the ground and fifteen negro quarters, the said land cultivated in food stuffs owned by Monsieur Amyault Dausseville, for which land the said Sieur Dausseville produced a contract passed at New Orleans, before Henry, Notary Royal in Louisiana, on the fifth of August, one thousand seven hundred and thirty-five, by which it appears that the said Sieur Dausseville bought the said land from Sieur Pierre Voisin, and that it had previously been sold by Sieur Buchet, following the contract of sale passed before the said Henry, Notary, on the twenty-seventh of November, one thousand seven hundred and thirty-one, and that the said Buchet had acquired the said ground from one Andre Crestmane, a German, by another contract also passed before the said Henry, Notary, on the twenty-second of June, one thousand seven hundred and thirty, the said Andre Crestmane being then possessor of the said land by virtue of the cession made to him directly by my said Sieur de Bienville, Lord and proprietor of this land by contract passed before Rossard, Notary Royal in Louisiana on the first of January, one thousand seven hundred and twenty-three, at a rental of eight livres, three sols, four deniers of rent for each arpent, beginning on the first of January, one thousand seven hundred and twenty-five, as also of six capons and ten days of labor for each year. Of which titles, land and building, we,

surveyor undersigned, for this purpose, have drawn the present procès verbal in the presence of the said Sieur Amyault Dausseville and of Sieur Fabry de la Bruyere, undersigned witness.

Done at the plantation of the said Sieur Dausseville on the above day and year.

Signed: F. Saucier
Dausseville
Fabry de la Bruyere.

1737—Dec. 17.
Authentication by
Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge of the Superior Council in the Province of Louisiana, certify to all whom it may concern that the signature of M^e Henry, Notary, is authentic, and that faith may be had in it. In witness whereof we have signed these presents and had them countersigned by our Secretary,

Given in our office at New Orleans, this December 17th, 1737.

Signed: Salmon.
Collated copy.
Signed: Henry.

Document No. 7
Text.
1737—Sept. 26.
Cons. p. 59.

L'an mil sept trente sept le vingt six Septembre, en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne, et Salmon Commissaire Ordonnateur en la dite Province, Nous François Saucier arpenteur, nous sommes transporté sur un terrain consistant en six arpents de face sur le fleuve Saint-Louis sur quarante de profondeur Scitué au dessus de la Nouvelle Orléans distance d'une lieue le dit terrain garanty d'une levée le long du fleuve ayant la quantité de soixante et douze arpents de deffriché en superficie sur lequel terrain nous aurions trouvé une garange bâtie sur solle et quinze cases à nègres, le dit terrain ensemencé de vivres appartenant à Monsieur Amyault Dausseville pour lequel terrain le dit Sieur Dausseville nous auroit représenté un contrat passé à la Nouvelle Orléans par devant Henry Nottaire Royal à la Louisianne le cinquième Aoust mil sept cent trente cinq par lequel il appert que le dit Sieur Dausseville a achepté le dit terrain du Sieur Pierre Voisin et que il avoit été précédemment vendu par le Sieur Buchet suivant leur contrat de vente passé par devant le dit Henry Nottaire le vingt sept Novembre mil

sept cent trente et un et que le dit Buchet avoit acquis le dit terrain du nommé André Crestmane allemand par autre contrat passé aussy par devant le dit Henry Nottaire le vingt deux Juin mil sept cent trente, le dit André Crestmane étant pour lors possesseur du dit terrain en vertu de la cession à luy faite immédiatement par mon dit Sieur de Bienville, Seigneur et propriétaire de ce terrain par contrat passé par devant Rossard Nottaire Royal à la Louisianne le premier Janvier mil sept cent vingt trois, au redevance de huit livres trois sols quatre deniers de rente pour chacun arpent a commencer du premier Janvier mil sept cent vingt cinq, comme aussy de six chapons et de dix journées de travail par chaque année desquels titres, terrain et bâtiment nous arpenteur soussigné à ce connus avons dressé le présent procès verbal en présence du dit Sieur Amyault Dausseville et du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur Dausseville le jour et an que dessus.

F. Saucier
Dausseville
Fabry de La Bruyere

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine Ordonnateur, Premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par nostre secretaire.

Donné en nostre hotel de la N^{elle} Orleans ce 17 Décembre 1737.

Salmon
Pour copie collationnée
Henry.

Document No. 8
Translation.
1737—Sept. 25.
Proces-verbal of
survey and title of
Hubert Bellair,
derived from Bienville
Dec. 5, 1724.
5 arpents by 40.

In the year one thousand seven hundred and thirty-seven, Friday, September twenty-seventh, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur in the said Province, we, Francois Saucier, surveyor, went to a tract of five arpents front on the river Saint Louis by forty in depth, protected by a levee along the said river, hav-

ing seventy-five superficial arpents sowed with vegetables and food-stuffs, without any building thereon, situated above New Orleans, on the same side, at a distance of a league and a half and above the land of Sieur de Lery, the said tract belonging to Sieur Hubert Bellair, for which land he produced a contract passed at New Orleans before Rossard, Notary in Louisiana, on December fifth, one thousand seven hundred and twenty-four, by which it appears that my said Sieur de Bienville has ceded and transferred to the said Sieur Bellair the quantity of eight arpents fronting on the river, of which the said five arpents form a part, the said Sieur Bellair having ceded the three others to Sieur de Lery, following the agreement passed between them before Henry, Notary Royal in Louisiana on the¹ for which eight arpents the said Sieur Bellair has agreed, following the said contract to pay my said Sieur de Bienville, the sum of forty-eight livres, and also sixteen capons and eight days of labor as service due the whole for each year, of which titles and land, we, surveyor undersigned appointed for this purpose, have drawn the present proces verbal in the presence of the said Sieur Bellair and of Sieur Fabry de la Bruyere, witnesses undersigned. Done at the plantation of the said Sieur Bellair the above day and year.

Signed: Saucier
Bellair
Fabry de la Bruyere.

Extract collated with the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication by Salmon.
We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern, that the above signature of M^e Henry, Notary, is authentic, and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December, one thousand seven hundred and twenty-seven.

Signed: Salmon.

¹Left blank in the text.

Document No. 8 L'an mil sept cent trente sept, vendredy vingt
 Text. sept Septembre, en vertu de l'ordonnance de
 Cons. p. 63. Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la dite Province, Nous Francois Saucier arpenteur sommes transporté sur un terrain de cinq arpens de face sur le fleuve Saint Louis sur quarante de profondeur garanty d'une levée le long dit fleuve ayant la quantité de soixtante et quinze arpens de deffriché en superficie ensemencé de vivres sans aucun bati-ment scitué au dessus et du même costé de la Nouvelle Orleans distance d'une lieue et demy et au dessus du terrain du Sieur de Lery, le dit terrain appartenant au Sieur Hubert Bellair pour lequel terrain il nous auroit représenté un contrat passé à la Nouvelle Orleans par devant Rossard Notaire à la Louisianne le cinquième Décembre mil sept cent vingt quatre, par lequel il avert que mon dit Sieur de Bienville a cédé et transporté au dit Sieur Bellaire la quantité de huit arpens de face sur le dit fleuve desquels les dits cinq arpens font party le dit Sieur Bellaire ayant cédé les trois autres au Sieur de Lery suivant l'accord passé entre eux par devant Henry Nottaire Royal à la Louisianne le pour lesquels huit arpens le dit Sieur Bellaire seroit convenu suivant le dit contrat de payer à mon dit Sieur de Bienville la somme de quarante huit livres comme aussy seize chapons et huit corvées de travail le tout par chaque année, desquels titre et terrain, Nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du dit Sieur Bellaire et du Sieur Fabry de La Bruyere témoins soussignés, fait a l'habitation du dit Sieur Bellaire le jour et an que dessus.

Saucier

Bellair

Fabry de La Bruyere

Pour extrait collationné sur les
 minuttes resté ez mains de nous Notaire soussigné.

Henry.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en temoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hotel à la Nouvelle Orleans ce dix septieme
Décembre mil sept cent vingt sept.

Salmon.

Document No. 9

Translation.

1737—Sept. 27.

Proces-verbal of
survey and letters of
Hubert Bellair, acting
for his wife, the
widow of Etienne
Roye. The said
Etienne and his wife
acquired from
Bienville Sept. 1, 1723.
8 arpents by 40.

In the year one thousand seven hundred and
thirty-seven, on Friday, September twenty-
seventh, by virtue of the order of Messrs. de
Bienville, Governor of the Province of Lou-
isiana, and Salmon Commissaire Ordonna-
teur of the said Province, we, Francois Sau-
cier, went upon the tract of eight arpents
fronting the river St. Louis by forty arpents
in depth, situated above New Orleans, on the
same side, adjoining the land of Sr. Hubert

Bellair, protected by a levee along the said river, sowed with
food stuffs, having one hundred and twenty superficial arpents
cleared, on which land we found a house on the ground, consist-
ing of a parlor, a room and a closet, a barn, a warehouse, a
pigeon house, a hen house, a kitchen and five negro quarters,
the said land owned by Sieur Hubert Bellair in the name and as
husband of the widow of Sieur Etienne Roye, for which land the
said Bellair presented to us a contract passed at New Orleans,
before Rossard, Notary Royal at New Orleans, September first
one thousand seven hundred and twenty-three by which it ap-
pears that my said Sieur de Bienville, Lord and proprietor of the
said land ceded and transferred it to the said Sieur Etienne Roye
and to Dame Chaterine Neveu, his wife, at the rental for the
first six arpents of six livres for each arpent and likewise of
twelve capons and ten days of labor for the said six arpents for
each year and for the two certain arpents at the quit-rent of six
livres of rent solely for each arpent without capon nor labor.
Of which titles, land and building, we, surveyor undersigned, for
this appointed, have drawn the present procès verbal in the pre-
sence of the said Sieur Hubert Bellair and of Sieur Fabry de la
Bruyere, witnesses undersigned. Done at the plantation of Sieur
Bellair the above day and year.

Signed: Saucier
Bellair
Fabry de la Bruyere

Extract collated with the minutes which remain in charge of the undersigned Notary.

Signed: Henry.

1737—Dec. 17. We, Edme Gatien Salmon, Councillor of the Authentication by King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern, that the above signature of M^e Henry, Notary, is authentic and that faith may be had therein. In witness whereof we have signed the present and had it countersigned by our Secretary.

Given in our office at New Orleans, on the seventeenth of December, one thousand seven hundred and thirty seven.

Signed: Salmon.

Document No. 9
Text.
1737—Sept. 27.
Cons. p. 67.

L'an mil sept cent trente sept vendredy vingt sept Septembre en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur de la dite Province nous François Saucier arpenteur nous sommes transporté sur un terrain de huit arpents de face sur le fleuve St. Louis sur quarante arpents de profondeur scitué au dessus et mesme costé de la Nouvelle Orleans attenant à la terre du Sieur Hubert Bellaire garanty d'une levée le long du dit fleuve ensemencé de vivres ayant la quantité de cent vingt arpents de defriché en superficie sur lequel terrain nous aurions trouvé une maison sur solle consistant en une salle une chambre et un cabinet, un hangard, un magazin, un pigeonnier, un poulailler, une cuisine et cinq cazes à negre, le dit terrain appartenant au dit Sieur Hubert Bellair au nom et comme époux de la veuve du Sieur Etienne Roye pour lequel terrain le dit Sieur Bellaire, nous auroit représenté un contrat passé à la Nouvelle Orléans par devant Rossard Nottaire Royal à la Nouvelle Orleans le premier Septembre mil sept cent vingt trois par lequel il apert que mon dit Sieur de Bienville Seigneur et propriétaire du dit terrain l'a cédé et transporte au dit Sieur Estienne Roye et à la Dame Chaterine Neveu son épouze au redevance pour les premiers six arpents de six livres de rentes par chacun arpent comme aussy de douze chapone et dix journées de travail par forme de corvée pour les dits six arpents par chacun au et pour les deux arpents de surplus au redevance

de six livres de rentes seulement par chacun arpent sans chapon ny corvée, desquels titres, terrain et bastiment, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du dit Sieur Hubert Bellaire et du Sieur Fabry de La Bruyere, témoins soussignés, fait à l'habitation du Sieur Bellaire les jours et an que dessus.

Saucier

Bellaire

Fabry de La Bruyere

Pour extrait collationné sur la minute resté es mains de nous dit Notaire sous signé.

Henry.

Cons. p. 70.
1737—Dec. 17.

Nous Edme Gatien Salmon Conseiller du Roy Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisiane, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé le présent et fait contresigner par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans de dix septième Decembre, mil sept cent trente sept.

Salmon.

(To be Continued.)



BOOK REVIEWS

The Freedmen's Saving Bank: A Chapter in the Economic History of the Negro Race. By Walter L. Fleming, Ph.D., University of North Carolina Press, Chapel Hill, etc., 1927.

Professor Fleming has long been recognized as an authority on the Reconstruction period of the southern states. His most recent contribution to the subject is a small volume of 163 pages, including the appendix, in which he has traced in a clear and convincing manner the story of the rise and fall of an institution which has received all too scant notice in the pages of the standard histories of the United States. In the works of such writers as Rhodes, Oberholtzer and Schouler, the Freedmen's Bank is not even alluded to. The first volume of the author's *Documentary History of Reconstruction*, published in 1906, contains a brief selection of documents illustrating different phases of the Bank's chequered and disastrous career. The present volume contains an introductory chapter in which is summarized the hapless plight of the freedmen at the close of the Civil War. Then follow eight short chapters in which is unfolded the history of the institution that was launched by Congress amid such favorable auspices in March, 1865.

Headquarters were first established in New York City. Eventually thirty-four branches were established, all save two of which were in the southern states. One of these was at New Orleans, and had in 1874 deposits to the amount of \$240,000. The first bank established for Negroes only, it is of interest to note, was the "Free Labor Bank," organized in the same city by General N. P. Banks, in 1864. In 1868 the headquarters of the Freedmen's Bank was moved to Washington, with John W. Alvord, formerly connected with the Freedmen's Bureau, as president. The years immediately following were a halcyon period for the promoters, the sleek negro clerks, and the credulous depositors, who were induced by all kinds of alluring advertising *media* to entrust their hard-earned savings to an institution that had been sanctioned by Lincoln himself. Before the Bank closed its doors it had 72,000 sable depositors scattered all over the South. Strange to say the credit of the institution was rated A-1

only a month before the Bank was pronounced insolvent. At this time, 1874, the deposits in the various branches totaled \$3,000,000. Neglect and indifference on the part of the trustees, incompetency and fraud on the part of the officials, the connection with Jay Cooke and Company and with the Freedmen's Bureau, were only a few of the things which serve to explain the troubles which had overtaken the Bank by 1873.

Within a month after a national bank examiner had reported the Bank insolvent the presidency was foisted upon Frederick Douglas. In his *Life and Times* he has penned a vivid and entertaining narrative of his experiences as head of the defunct organization. At his instance Congress enacted a law providing for three commissioners to take charge of the affairs of the Bank. The result of their six years' work was the payment of 40 per cent in dividends, besides other steps of a constructive nature. In 1881 Congress provided for the Comptroller of the Currency closing out the business. From time to time prominent men, including Cleveland, believed it the duty of the government to reimburse depositors, but nothing ever came of it. The last serious discussion of this nature in Congress was in 1910.

It goes without saying that such an institution conservatively and honestly managed would have been an immense boon to the Negro, both from a financial and a moral viewpoint. When one considers however the low tone of business and political morals that prevailed during Grant's two administrations, it is not surprising that the Bank should have come to grief. Such an institution afforded choice pickings to the corrupt political ring that disgraced the national capitol.

The volume is neatly printed, contains an index, and while restricted in scope, conforms to the canons of modern historical investigation.

JAMES E. WINSTON.

EDITOR'S CHAIR

By HENRY P. DART

**SURREY'S CALENDAR
OF MANUSCRIPTS IN
PARIS RELATING TO THE
HISTORY OF THE MISSISSIPPI
VALLEY UNDER THE FRENCH
DOMINATION**

The Carnegie Institution of Washington, Department of Historical Research, has issued Vol. 1 of the Calendar of Manuscripts in Paris Archives and Libraries relating to the history of the Mississippi Valley to 1803. Edited by N. M. Miller Surrey (Mrs. F. M. Surrey). The book is what is called a planograph, that is, a reproduction from a typewritten text giving the work the appearance of a beautiful piece of typewriting. The book is of course "not designed for consecutive reading but for consultation," and for this reason a small edition was issued mostly for deposit in libraries.

The history of the preliminary work here consummated was told by Mrs. Surrey in the Louisiana Historical Quarterly for October, 1924, and Dr. J. Franklin Jameson in a Preface to the Calendar adds the last word on the subject. From the latter's brief and lucid account it appears that in 1907 historical societies in the Mississippi Valley, and other historical agencies were forming plans for the exploitation of the immensely rich materials for its history preserved in manuscript in the archives and libraries of Paris. This activity indicated a needless duplication of effort and the American Historical Association formed a Committee of Cooperation of such societies and agencies with Dr. Dunbar Rowland of the Mississippi Department of Archives and History as chairman.

The first step in the effort was the preparation of a Calendar or itemized descriptive list of all the manuscript documents relating to the Valley or any part of it found in those repositories. A sum of money was collected (the Louisiana Historical Society making a small contribution) and the work was put in charge of Mr. Waldo G. Leland of the Carnegie Institution who was then in Paris. Under his care the work of note-taking was continued until the breaking out of the World War, at which time it seemed to be nearly finished. The interruption caused by the War gave opportunity to revise the work and it was concluded that it was necessary to make further searches and to reduce to uniformity the work of the various hands employed in the note-taking.

The funds originally collected having been exhausted, the Carnegie Institution of Washington agreed to take charge and complete the task in the form of a Calendar. The Editorial work was entrusted to Mrs. N. M. Miller Surrey, who pursued

it with extraordinary industry and devotion for several years, partly in Paris but mostly in the New York Public Library, whose authorities gave facilities therefor. In due course her work was subjected to still further and most careful revision by Mr. David W. Parker, formerly keeper of the manuscripts and Public Archives of Canada, the enterprise remaining always under the general conduct of Mr. Leland.

It was resolved to reproduce the work by planograph rather than by print, because planograph reproduction (from a typewritten text) avoids typographical errors and corrections and partly because that method was much more economical in the case of so small an edition as was requisite. This policy has been followed and a small edition issued and copies presented to certain public repositories. The first volume has appeared covering the period 1581-1739, and it is expected the second volume completing the work will appear during 1928.

In addition to the Calendar proper there is attached a careful list of officials and the periods of their service which covers the Ministers of Marine and Colonies, Directors of the Compagnie d'Occident and Compagnie des Indes, Intendants at Rochefort, Governors of Louisiana, Ordonnateurs of Louisiana, Conseil de Regie of Louisiana, Governors of Canada, Intendants of Canada, Governors of Montreal, Commandants at Detroit and Commandants at the Illinois.

The bare statement that this is an octavo volume of 889 pages, with from twelve to fifteen entries on each page, indicates the nature of the mighty task here completed, but when we add that each brief entry is sufficient to give the searcher a key to the document noted, it will be realized how great is our debt to the authors of this plan, to the men and women who have laboriously examined these ancient papers and to the compilers who have organized the material in the shape it is here presented.

In short, here is laid before us every surviving record of the French regime that has a bearing upon the French colonial administration in the Mississippi Valley and there remains nothing more to expect save the results of the careful examination which we understand is part of the plan, to discover such parts if any of these and like documents that may be scattered in other places. The Mississippi Valley and the State of Louisiana in particular, owes a debt of gratitude to Dr. J. Franklin Jameson who has presided over this notable undertaking and whose genius and persistence has brought it to a triumphant conclusion.

RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXVI.

(Continued from July, 1927)
(January-June, 1741.)

By WILLIAM PRICE and HELOISE H. CRUZAT

- Jan. 3, 1741.** **One Chapellet** claims an account of 128 livres from Lazous for overpaid salary on a trip to Vera Cruz on ship Les Deux Amis. Council orders adjustment between L's rightful credit and his items debit. Document in shreds.
2 pp.
Sut for return of salary overpaid.
- Jan. 7.** **Francois Jahan** sues Rondeau of Pointe Coupée for 41 livres.
1 pp.
- Jan. 7.** **Notice of citation** served on Jean Roblot called Matelot, a resident of Pointe Coupée, following petition of Sr. Trenaunay Chanfret. Notice served on him personally at Mr. Ozanne's in New Orleans, where Roblot has elected his domicile, by Sheriff Lenormand. The few last lines of document alone visible.
2 pp.
Return of service of citation.
- Jan. 10.** **Document entirely washed out.** The questions to be asked of said slave on reverse page; Chapron, owner of negro Pierrot disavows all defense of Pierrot if guilty, and protests against loss consequent on Pierrot's detention.
4 pp.
Inquiry into conduct of slaves.
- Jan. 12.** **By Jeanne Elizabeth Bonnet**, wife of Hypolite Prestre, authorized by her husband, renounces the succession of Elizabeth Fournier her mother. Duplicate copy in file.
6 pp.
Renunciation of claim to succession.
- Jan. 14.** **Dame Louise Malbec**, Widow of Petit de Livilliers answers the suit of Jacques Judice, previously non-suited by the Council. She insists he has no right or claim against her. The suit is to recover the value of indigo, stakes, laths, boards, beans and sweet potatoes. Defendants prays the suit be referred to arbitration.
2 pp.
Answer in suit of Judice vs. Petit de Livilliers.
- No note by Court. Document stained and torn.

- Jan. 14, 1741. Demand by Procureur Fleuriau that the
1 p. N. P. above suit be dismissed. Torn margins.
- Jan. 14. 1. Dr. Prat vs. de Chavannes. For plaintiff.
1 p. 2. Jacques Judice vs. Dame Petit de Livilliers.
Decisions by Nonsuited and out of Court. Costs
Superior divided.
Council. Document stained by water.
Officers de la Houssaye and Herbert. Soiled
and worn.
- Jan. 16. **Examination of Negro Pierrot**, of Biefada nation,
4 pp. aged about 30 years, baptized. Charged with
Prosecution of marooning. He ran away because he was put
runaway slave. in irons and wrongly accused of stealing. He
and his fellow marooner lived on wild cats and
rats of the wood. He ran away once before
discontented with his wife.
- Jan. 16. **Denny of Samba nation**, aged 50, Slave of Chap-
7 pp. ron's.
Examination Sans peur, 30 years old, Bambara nation.
of runaway La Richer, aged 25 years, Bambara nation.
slaves. L'Eveill e, aged 30 years, Samba nation.
Bambara, 27 years old, Samba nation.
- Jan. 17. **Simon Charpentier**, Sheriff of Illinois, notifies
1/2 pp. Louis Mitwin that his opposing party, one
Appeal from Louis Turpin, of Cascaskias, has appealed to
Illinois to New Orleans and is notified to appear in three
Superior months from date or on arrival of first trad-
Council at New ing outfit (...“train”).
Orleans. See answer to this appeal April 4, also fur-
ther proceedings May 3.
- Jan. 18. On request of Jacques Dupr e alias Dar-
1 p. banne, of Biloxi, Joseph Moreau is notified to
Citation to appear on the first Saturday of the month of
appear before February next at 9 o'clock A. M., on which
Superior day it was continued for further evidence.
Council.
- Jan. 18. **Seizure** by Sheriff Lenormand in hands of Ne-
Suit for debt grier, debtor of Joseph Moreau, 125 piastres.
and seizure of Negrier admits indebtedness of the particular
money. sum of 125 piastres.
- Jan. 21. **Medical Certificate** by Dr. Prat, certifying that
Dr. Prat negro Paulite of Coustilhas estate is attacked
certifies to with violent cough, tumors and some fever.
illness of a Case pronounced critical.
slave.

Jan. 21, 1741. **Petition to sell syphilitic slave.** Attorney D'Ausseville reports that negro Hypolite belonging to Coustilhas Estate has been disabled for past eight months by venereal disease now in its final phase. It would cost a round sum to treat, feed and lodge him. Better discount his remnant value to heirs concerned by selling him next Sunday at exit of High Mass rather than incur total loss of him by death.

3 pp.
Sale of diseased slave at auction at close of High Mass on Sunday.

Judge Salmon assents and he is bought by François Seguier for 1080 livres cash.

Jan. 24.
2½ pp.
Suit against endorser.

Petition to Superior Council by Pierre Ancelain, merchant of this City, for citation before Council of Roldan for payment of 115 livres endorsed by Sr. Jung. In default of payment by Roldan, Sr. Jung should pay it with interest thereon. Signed: Ancelain.

Jan. 24, 1741—Permit to cite signed: Raquet.

Jan. 29, 1741—Notice of citation served on Sr. Canches, Roldan and of Sr. Jung by Sheriff Lenormand. Document water stained, blotted and perforated.

Jan. 28.
2½ pp.
Suit to enforce corn contract.

Dame Louise Malbec, widow Petit de Livilliers demands fulfillment of her contract with Sr. Herbert, tradesman at Pointe Coupée for shelled corn. He made untenable excuses, having sold to the other parties to the neglect of his agreement with Madame.

Document charred, torn and almost going to pieces.

Feb. 4.
2½ pp.
Action for damages for ill treating a slave.

Defense of Captain Broutin, engineer, urging that while it is hard to prove Claveau responsible for death of negro in question, yet he failed to report the case in time; but all plantation slaves and servants found the sick negro perishing like a dog, and the Surgeon's certificate bears out the point of "contributory negligence." Other charges of gross negligence are adduced against P. C. and the petitioner would have him redeem the value of the slave in question.

- Feb. 4, 1741. 1. Jacques Dupré, alias Therebone, vs. Moreau. Further pending.
1 p. 2. Bernard Alexandre Viel vs. Mayeux de Decisions of Superior Council in Sundry Suits. Lormaison. For B. A. V.
3. Pierre Claveau vs. Broutin and vice versa. B. is nonsuited. He shall pay P. C. his salary claim.
4. Francois Jatian (Jahan) vs. Rondo. For F. J. 41 livres.
5. Ives Lemeur, alias Albert vs. La Combe, further in advisement.
Signed: Salmon, Bobé Descloseaux, Bienville, Lafreniere, Louboey, Fazende, Couturier.

Feb. 4. **Procureur General Fleauriau** recommends that
1 p. Herbert pay 300 livres in favor of Feugere, Fines imposed for insult and assault. whom he assaulted and insulted and also 100 livres for repairs of the Church at Pointe Coupée.
Item "The said Coureur is fined 50 livres towards same repairs."

Decision of Council in same case. **Louis Feugere** and the Procureur General vs. Joseph Herbert and Le Coureur, defendants, convicted of ill treatment.
Sentence of the Court following advice of Procureur General. Bienville among signers. (Ragged edges.)

Statement of the facts in same case. Note: Louis Feugere following a document found in this folder, but not indexed, went to the house of Sr. Herbert, a merchant at Pointe Coupée, to ask news of his wife, who was ill at the home of her father-in-law, whereon Sr. Herbert seized him, threw him on the bed, and whipped him on his bare skin, after resistance, and tried to throw him in a tub of tar. Feugere applied to Sr. Trenaunay Chanfret, subdelegate at Pointe Coupée and inquiry was made on the 5th of January, 1741, and on the ninth of January of the same year, Trenaunay signed the inquiry and referred it to the Procureur General of the King. This petition, signed Feugere is dated Oct. 18, 1740.—
H. H. C.

Feb. 8. **Confrontation** of witnesses in case against J. B. Gauvain, who adhere to their former statements. Parties de Corbier, Tixerant, Ancelain.
3 pp.

- Feb. 11, 1741. **Claim by Attorney D'Ausseville of a rice bill** against Larche contracted on Oct. 17, 1729, and ordered paid by ruling of Aug. 13, 1733.
2 pp.
- Feb. 13, 1741—Notice to Larche found on Levee at New Orleans; he being a resident of Pointe Coupée.
Judgment March 4, 1741.
- Feb. 11. **Claim by Attorney D'Ausseville of an account of** 64 livres due by Larche of Pointe Coupée to Ferchaud Estate:
3 pp.
- Item 1500 lbs. of sassafras. The said Larche is also debtor to Haran Estate.
Feb. 11, 1747—Notice served on Larche on the Levee of New Orleans to appear on the first Saturday of March.
- Feb. 11. **Examination of Witnesses** concerning a quarrel between Jacques Dupré and Joseph Moreau. They were on good terms in the house, where they breakfasted on a little pig. Afterwards a dispute arose between Dupré and Moreau and Jean Moreau, Joseph's brother, and a note affair became drawn into the fray. Moreau seized his sword and rushed at Dupré, who parried with a brick. Madame Moreau took a hand with a switch. Nobody seem to have been damaged and all went to supper at the house of Henry Saucier, the witness. Joseph Moreau withdrew before the meal. Incident happened before Christmas.
3 pp.
The story of a stormy breakfast.
- Feb. 11. **Complaint by David Janneau** showing that his brother-in-law Sr. Durcy, fails to allow petitioner his full allotment in Haussecorne estate. Let a negro who was awarded to D. be sold and proceeds divided in a manner to square deficit in question.
2½ pp.
Suits between brothers-in-law.
- Judge Salmon orders Durcy to be cited.
Notice served.
- Feb. 15. **Claude Trenaunay Chanfret and François Noyon,** arbitrators in the disputes between Mssrs. Meuillion and Joseph C., alias Toulouse, reports as follows: First, Toulouse shall fence in the five acres at issue or else account to Mr. M. for sum of forty-four livres, three sols; secondly, Toulouse shall repair levee where damaged, and he shall do so substantially; thirdly,

1741. some fair provisos on the score of cattle dead or stolen; lastly, Toulouse shall make good any deficits rightfully to his charge on inventory list.
- Feb. 18, 1741. **Two chests of goods** consigned on board L'Aimable Suzanne, Captain Bausson, to the account of Mr. Charles Le Roy, Second Captain, at his risk, and also to the joint account of Jean Galle, partner of Le Roy. Goods to be sold by Le Roy during the voyage. Detailed list of contents. Total bill 8337 livres, 8 sols. Galle receipts for 4168 livres and Le Roy to G. for goods billed. Annexed power of Attorney by G. to Nicolas Ducret, alias Belhumeur for settling with Le Roy. Further memorandum at the Cape, Feb. 11, 1742.
- Feb. 21. **Mr. Joseph Moreau**, settler at Biloxi "which is 25 leagues by sea from this town," has come to New Orleans for no other business than a lawsuit brought against him by Jacques Dupré Therebonne. Insists on holding latter accountable for former's expenses in the case. Annexed power by Moreau to Jacques Ozenne, cooper of the King, who shall plead in Moreau's defense.
- Feb. 21. **Company's Agent Prevost** acknowledges receipt from Brantan the sum of 500 livres for a negro boy bought by latter from Jean Moreau at Viger's sale. Viger's estate becomes thereby credited with 1000 livres (premium included). Registered on April 14, 1741.
- Feb. 21. **Alexis Pignet**, sailor on board the ship Saint Jacques belonging to Mr. Daussant, claims from latter 300 livres, loan payable in Spanish piastres at 6 livres or at 5 livres in current funds of Martinique, "which would be small coin of Spain." Let Agent of Mr. D. be cited, also Mr. Pery, his depositary.
Court notice nearly extinct.
- Feb. 22. **Complaint by Joseph Moreau** who disburdens himself of some grievances against one D'Erbonne, growing out of their loosely worded contract in tar trade. Biographic diversions are herewith interspersed, including the des-

1741. perate escape of J. M. from hurricane "received at Isle de la Chandeleur." Damages besought, 100 livres and let contract be cancelled.
- Feb. 25. **Bernard Louis Potin**, at present imprisoned, has executed two bonds in order to clear himself with Sr. de la Pommeraye, to wit, for sums of eleven thousand and some hundred livres. Let prisoner be consequently discharged so that he may look after his business.
2 pp.
Discharge of imprisoned debtor.
- Referred by Judge Salmon to Mr. de la P. and the Procureur General. They both accede.
- Subjoined orders of Council providing for discharge of Potin and erasure of his name from prison roll.
- Feb. 27. **Captain Coquelin** of Ship St. Jacques learns that one Gerbe has seized all the captain's credits with Mr. Tranaunay Chanfret as proceeding from sale of cargo in bloc to Mr. T. de C. This puts the Captain to much inconvenience in his business.
1 p.
Intervention in attachment proceedings.
- Let Gerbe be cited to explain and to warrant the seizure in question.
- March 3. **One Bearnias**, soldier on leave of absence from La Balize, in a matter not of his military connection will pay the guard fees of his alternate.
Slip.
Order to pay substitute for guard service.
- March 3. **Prevost**, Agent of the Company, would appear to agree that Tixerant be held only to his individual account. Document crippled. Amount in question 26834 livres.
- March 4. Decision of Superior Council J. B. Prevost and Tixerant. T. is the husband of Marie Artus, widow of André Carriere:
Adjustment of suit over losses in hurricane.
1. Account rendered by Tixerant on Jan. 10, 1740, shall stand as then closed.
2. Tixerant shall conjointly pay Company or its Agent the sum of 26834 livres in total balance due to date. Costs divided.
- March 20. Tixerant takes cognizance of copy hereof presented by Mr. Prevost.

Mar. 4, 1741. **Attorney D'Ausseville** remonstrates that Council has ruled postponement of the sale of some negroes belonging to Coustilhas' estate until arrival of King's vessel. Tenant Dalcour's lease has expired on March 1 and he is willing to feed slaves free from hire for another fortnight. But in view of high price of grain it would mean loss to the heirs to keep said slaves fed until vessel arrives. Either allow sale sooner or let D. feed them at his cost another fortnight. Council agrees to latter proviso.

Petition to expedite sale of slaves.

March 4. **Andre Gerbe** reviews the litigation between himself and **Sieur Daussant**, who has chosen **Sr. Gatian** for his Attorney. The latter has fully seconded **Sr. Daussant's** endeavors to dodge his just dues to A. G. In sum **Gerbe** claims 3000 livres by way of one sixth profit on **Daussant's** cargo.

Petition for seizure.

Item, board bill and fare back to San Domingo 3000 livres, therefore let seized funds to the amount of 6000 livres be turned over to G.

March 4. Decisions of Superior Council in sundry suits.

1. **D'Ausseville vs. Jacques Larche**. Rice claim allowed.
2. **D'Ausseville for Ferchaud estate vs. Larche and Harang**. For **D'Ausseville**.
3. **Piquet vs. Captain of St. Jacques and Mr. Pery**. For **Piquet**. Costs on **Mr. Daussant**.
4. Same **Captain André Gerbe** and inversely **Mr. Pery**, depositary for D. Shall pay 500 livres otherwise G. may look to **Daussant** independently. Seizures declared void. Costs on **Daussant**.
5. **Dupré (Therebonne) vs. Moreau**. Out of Court. Seizure by plaintiff shall not stand. Costs divided.
6. **Germain T. vs. Liberge estate**. Attorney **D'Auseville** shall pay plaintiff the sum of 80 livres from estate funds. Costs on estate.

March 7. **Port Captain Jacques de Livaudais**, on request of **Captain Raymond Coquelin de la Tiolais** of the packet boat **St. Jacques**, of about 20 T., supervises proceedings of inspection to ascertain what alterations are needed in order to fit said craft for fresh service. Detailed list submitted. (Soiled and worn.)

Port Captain Livaudais reports upon condition of the **St. Jacques**.

1741.

March 7, 1741. Experts' bill for repairs on packet boat St. Jacques total 17695 livres. Subjoined item of 11000 livres deducted for a slave transaction, leaving net statement 6695 livres.

March 15, 1741. Captain Coquelin de La Tiolais shows that he lacks at least 6695 livres for putting the St. Jacques in serviceable order. Let Mr. Pery to whom the vessel "is addressed" be cited.

March 30.

1 pp.

Protest of the
Captain of St.
Jacques.

Captain Coquelin de la Tiolais reports that in the matter of equipping the packet boat St. Jacques he cannot afford the costs by himself and he means to dismiss the remainder of his crew and to disarm the boat until arrival of Mr. Daussant or other word from him. Remonstrant will wait about two more months and then drop the business. He protests on the score of enforced expenses.

Granted March 17 and a notice to Mr. Pery March 18.

March 14.

2 pp.

Receipt for
part of the
share of heirs.

Francois Durcy of Haussecorne affiliation has received of Dumas Lempileur for himself and his brother-in-law Estienne Jeannot, the sum of 2879 $\frac{3}{4}$ livres, accruing from the Fontaine-Haussecorne estate.

March 21.

1 p.

Surgeon's
report at
Pointe Coupée.

Dr. Darcolon Deche, surgeon at Pointe Coupee, certifies that he attended to a breast wound caused possibly by a tumor, giving account complicated treatment to Mr. Decuir's savages. Lasted from Dec. 10, 1740 to Feb. 16, 1741.

March 23.

2 pp.

Investigation
thefts of six
bags of money.

At 7 A. M. Mr. Gerard Pery files notice that certain Spaniards who lodged in his house have been robbed of a large sum of money, six bags containing 1000 piastres each. Mr. G. P. requests official viewing of the premises to forestall any charge of personal responsibility against himself.

March 23, 1741. 8 A. M. Judge Salmon, with Procureur General Fleuriau and recorder of the Council visit the premises and finds evident marks of housebreaking. The revised loss is found to be 4000 piastres.

1741.

March 24, 1741. Mr. Jean Francisque de la Torre, merchant of St. Louis de Potosi, reports he came to town on past Feb. 2, ballasted with 21000 piastres. He first stored this money in the house of Mr. Labat, which had been engaged for himself and companions. On evening of same day Mr. Pery who had met the party in the river sent his negroes and a soldier to remove the money to Mr. Pery's where it would be safe, so Mr. P. assured. Mr. Torre trusted though Mr. P. gave no hint of the transfer in advance. Mr. Labat and others were present at the safety understanding. Money was laid on the floor of a closet "whence it happened" that some of the money was stolen the night of March 22-23. Mr. Torre regards Mr. Pery as responsible for the stolen money and would have held him accountable for the full sum in trust with him.

Action allowed. Mr. Pery notified March 27, 1741.

Similar notice to other Spaniards, to Mr. Pery's clerk, Darioux and to Mr. Pery.

Report of proceedings whereby Judge Salmon swears in a number of Spaniards who have been cited in connection with investigated robbery at Mr. Pery's. Jean Gonzalle acted as interpreter when needed.

Sheriff Lenormand cites a designated list of Spaniards in the case moved by Mr. Torre to appear at 2 P. M. today before Judge Salmon.

March 27, 1741. Eight witnesses, four Spanish and four French, give evidence in robbery suit. Essential agreement that Mr. Pery met the Spaniards down stream (six leagues) and offered them his house. Money was conveyed in part to Mr. Labat's, in part to Mr. Pery's; but Mr. Labat himself states that the deposit in his house was removed to Mr. Pery's half an hour after arrival, and this to the Spaniards' knowledge. It was well understood that the money would be safe at Mr. Pery's. Witness Darioux was posted by Mr. Pery to keep watch on the money while unloading from the Spanish dugout. The party came up from La Balize in company with a soldier from that post who is the last French witness. Judge Salmon refers the case to the Procureur General. Two of the witnesses,

1741.

Jean Dalcour of Havana, and the soldier from La Balize, were heard on April 3 on Judge Salmon's order.

March 28, 1741. Don Sebastian y Aragon y Cano, Don Francisco de la Torre and his associates beseech hearing of Mr. Lacour at present on board Mr. Pery's boat at La Balize. Let the said boat be kept waiting accordingly. (Lacour's testimony emphasized the point that the money would be safe at Mr. Pery's and subject to call when wanted).

March 29. Referred to Judge Salmon. Signed Bienville.

Captain Pierre Labat of the vessel St. Louis of Louisiana, which vessel he also owns, objects to proposed detention of himself at La Balize in the Spaniards' proceedings against Mr. Pery. Let the Sieurs in question be cited to pay costs of delay and become responsible for vessel. Estimated cost of outfit and total costs 50500 livres.

Recorder Henry reports on the foregoing objections. Spanish vessel concerned was St. Joseph des Ames du Purgatoire of Campeche, whereon Don Juan Francisco de la Torre was passenger.

March 30, 1741. Don Sebastian Aragon y Caño and Don Juan Francisco de la Torre protest Mr. Labat's ownership of the vessel St. Louis, which everybody knows belongs to Mr. Pery. Plaintiffs refuse to recognize Mr. Labat in this connection and would have him nonsuited. He may look to Mr. Pery for any alleged loss, latter being primary cause of the delay all around.

April 5. Conclusions of the Attorney General in case of Arragon y Caño and de la Torre vs. Mr. Pery.

Plaintiff nonsuited. Costs on Pery.

Council's Decision: De la Torre vs. Pery, 50 livres allowed for soldier who came expressly from the Balize.

Signed: Salmon, Descloseaux, Fazende.

March 28.
2 pp.
Suit for debt.

Mr. Gerard Pery as Attorney for Mr. Cezard and Alexandre Vincennes, at Nismes, by powers dated Dec. 19, 1739, moves to collect a debt of 1544 livres owed to said parties by Ferchaud estate.

Notice served on D'Ausseville, Attorney of Vacant Estates.

Mar. 28, 1741. **Letter of Guinot to Rasteau (La Rochelle)**, Apprising Mr. Rasteau of the death of Mr. Mirande. G. was not only his creditor but also his sole legatee. Mr. Rasteau will please to remit the "little funds" which he holds, payable to Mr. Please; also remit to Mr. Arbuchet, G's partner. Remit either by draft or in good indigo, or other merchandise. A former lot of indigo to Mr. M. proved wanting alike in quality and in weight.

Letter from
La Rochelle
to Rasteau.

Apr. 1. **Takes** opportunity to write and forward by Captain Prevost who will deliver to him a keg of lemon juice. R. will do well to ship a lot of lumber now in active demand. Planks bring 45 sous to four livres apiece. Tar is worth 45 to 50 livres a barrel, tallow 120 livres to 130 livres per cwt. Brisk market for tallow in France now that Irish supply stops. Quotations on raw sugar 22 sous per lb.; white sugar 44 to 45 livres a barrel; butter and candles, 30 sous per lb.

April 1.
2 pp.

Letter of
Itier to Rasteau.

April 2. **They** speak of signs of war, but contradictory rumors. Monsieur Dantin and Squadron sailed for France, dearth of provisions; wine has risen to 500 livres a cask and is now 250 livres, flour 90 to 100 livres.

April 2.
2 pp.

Letter from
Capt. Francois,
Santo Domingo,
to Mr. Rasteau
by Paul Moreau
and Widow
Coquelin.

April 4. **Captain of Militia, Louis Turpin**, at Post of Kaskias, doing for estate of J. B. Turpin, he alleges that his nephew and Louis Metivin and his wife Marie Fafart, maternal aunt of deceased, were first willing to plead at home, on account of costs and hazards of travel, but now have made appeal to carry their contentions before the Superior Council. Formulated in roughshod syntax by "Esquire and principal Scribe of the Marine, Louis Auguste de la Loere Flaucourt, subdelegate of Judge Salmon."

April 4.
2 pp.

Answer to
appeal from
Illinois, (Fort
Chartres).

(See appeal Jan. 17.)

April 5, 1741. **Petition to Superior Council** by Marin Lenormand, holding procuration of Louis Boissiere, 1½ pp.

Further proceedings in Boissiere vs. Bienvenu. See La. Hist. Qy. April, 1927, Vol. 10, pp 275 et seq.

repeating the complaint that one Bienvenu, for not having followed the orders of Governor Bienville, occasioned the massacre of his followers and loss of goods of said Boissiere when he escaped from the savages. Complaint was made on the 8th of last April and permit granted to cite Bienvenu, notice being served on him at domicile of the Procureur General. Inquiry made on 23d of same month and as the time prescribed has elapsed the affair is ready for decision. Since then a decree has been rendered sentencing Boissiere to pay an indemnity of 1000 livres to Rondeau of Pointe Coupée for a negro hired to him who was taken with Boissiere by the Chickassaws. Is it not just that Boissiere who lost all his goods through Bienvenue's fault should be indemnified by said Bienvenu.

The original is signed: Lenormand and below his signature is Judge Salmon's order to cite Bienvenu.

April 15.

Petition for Access to Records. Mr. Jahan being designated as Attorney for Bienvenu in Boissiere case, asks for access to proceedings in case. Judge Salmon authorizes the Court Recorder to furnish copy of desired data.

See further May 25.

April 15.
5 pp.

Letter from Paris concerning Dumanoir's controversy with his principals in the St. Catherine concession.

Letter written in Paris, France, signed: St. Port, Coetlogon, Le Chancelier, Millon, Deucher, stating that an agreement has at last been reached with Mr. Dumanoir's procureur. Until effecting this transaction there was no communication to make. On the 8th of last March this agreement was made by which they sacrifice their interest for peace, and abandon all that is left of their plantations, negroes and effects, and on his side he foregoes all his chimerical pretensions, but "it is better to lose than to plead."

Under this transaction there remains, in this Colony, only to lay hold of the papers which Dumanoir must remit, and of those in the Registry or elsewhere concerning their plantations. For this purpose procuration in blank

1741.

is sent to their correspondent, so that if he does not himself furnish the discharge he may insert the name of an absolutely reliable person and he is requested after securing the papers to pack them so that they are safe from water and send them to address of Mr. Grassin, "one of us," by the first vessel of the King, leaving New Orleans directly for France.

Papers to be obtained are of various kinds:

1. Account of Dumanoir and vouchers of said account, which were deposited in Registry of Superior Council, Dec. 1, 1728.
2. Papers which were at Mr. Dumanoir's when seals were affixed there and inventory made on the 7th, 8th and 9th of April, 1727.
3. The papers "Mr. Rossart" may have placed in your office with the intention of Rossart's not remaining in possession of them in the event of his commission being revoked.
4. Our papers must have been found at Mr. Rossart's on raising the seals affixed after his decease and there must have been a great many owing to his administration of "our affairs, as he withdrew many at death of Mr. de Mandeville, who also had the direction of these affairs. Mr. Rossart wrote to us that after the death of Kolly he had found many papers which he was careful to withdraw.
5. Supposing that Mr. Rossart had neglected to secure all these papers at decease of Mr. de Mandeville and Kolly, they should be found with the guardians appointed when inventories were taken.
6. Finally Sir, papers belonging to us may be found elsewhere and in this case, you are requested to withdraw them. Our affairs in Louisiana were withheld there with so little notice to us we are often obliged to conjecture when speaking of them. Thanks for attention etc. Signed: St. Port, Coetlogon, G. Le Chancelier, Milon, Deucher.

Document in good condition and well written though a little stained. Summary almost verbatim.

April 17, 1741. **Advising creditors'** attorney, Mr. Pierre Durreau Slip.

Court Notice
from Bordeaux.

(13761)

that Marie Peyraud, Widow Ferchaud, will prosecute her cause on the morrow and subsequent days of the week. Torn and worn.

April 17, 1741. Marie Peyraud, Widow of Late Jean Ferchaud, elected tutrix of her eight children. There follows inventory of household goods found in Ferchaud's domicile after his decease. Valuation 400 livres.

(14611)

March 15, 1740. Inclosed in preceding document:

Appointment of Marie Peyraud as tutrix of their children.

Inventory of effects. Comptrolled at Bordeaux April 15, 1741. Signed: Cassaigne.

April 18.
8 pp.

Account of
the estate of
the Widow of
Jacques de
la Chase.

Submitted by Estienne de la Lande Dalcour, surviving widower of late Dame Marie Marguerite Cailly, widow of Jacques de la Chaise. Explanatory preamble. Balance due by account 1413 livres, 13 sols, which sum he reserves on account of his own expectancy.

Petition for meeting of heirs to approve account presented by Mr. de la Lande Dalcour, since he is about to leave for France and would like to have the business closed before his departure. Judge Salmon orders meeting of the heirs in the presence of Attorney General of the King.

April 22.

Order for
meeting of
heirs to
consider
account and
approval of
same by them.

April 24, 1741. Reversible note by Pradel on behalf of himself and heirs consenting to confirmation of account as it stands.

April 19.
1 p.

Judgment in
the Gauvain
murder case.

Procureur General's conclusions against J. B. Gauvin. Case of assault on L'Essart (Jean Baptiste Cocehn de Lessart) who died from wounds received at the hands of defendant. The Procureur finds Gauvain guilty of murder; and recommends a capital sentence by hanging in effigy since Gauvain has disappeared. His goods to be confiscated.

Decision by Council (following conclusions of Procureur Général) except that Council renders sentence literally "until death ensue" without commuting this penalty in effigy.

Signed: Salmon, Bobe Descloseaux, Raguet, Louboey, Lafrenier.

April 20, 1741. **Francois Songy**, alias La France, brings action against La Roux and La Thiolais in breach of contract. Le Roux was to make a trip to Illinois and return to New Orleans for Songy's client, Baudoin of Illinois. Baudoin paid his board in advance and some cash, but Le Roux skipped his agreement and worked for other hire. La Thiolais is implicated for taking Le Roux on board Mr. Daussant's boat after contrary understanding. Total claims 275 livres, 14 sols and also 300 livres.

Complaint of broken contract.

April 22. Le Roux being insolvent La Thiolais shall pay 2 pp. sum advanced, 127 livres, 14 sols, but he may Decision. have recourse on Le Roux. Costs on defendant L. T.

Signed: Salmon.

April 25. **Jean Baptiste de Chavannes** asks for a warrant 1 p. that shall enable him to draw a certain annuity which has been assured to him on the (4148) Clergy. Request for certificate.

April 26. **Claim** of 297 $\frac{1}{4}$ livres by Joseph Assailly, merchant of this town, from Mr. Dalcour on goods furnished to the late Mrs. Dalcour. He says 1 p. Mr. Dalcour contends that he has dispossessed himself of Madame's estate assets, but plaintiff insists that the goods of Mr. D. must be used to discharge the debt. Discharge to A.

Suit against surviving husband to make him liable for debts of his wife on the ground he has absorbed her estate.

April 27, 1741. Another petition by Joseph Assailly to Superior Council for recovery of sum due by Mr. Dalcour on bill made by late Mrs. Dalcour, which he has claimed several times. The sum is 297 livres, 5 sols, which Mr. Dalcour may pay and claim from the Greffier, who has funds of said estate in his possession.

April 26, 1742. Permit to cite signed by Salmon.

Date 1742 in text is evidently an error as the notice of citation is dated 1741.

April 26, 1741. Notice of citation to appear before Council on the following Saturday, served on Mr. Dalcour by Sheriff Lenormand.

Account of Madame Dalcour running from 1738 to 1740, presented to M. Dalcour by Joseph Assailly.

April 27, 1741. **Mr. Jean Francois Palis**, creditors' assignee for collection from Ferchaud estate, agrees with

1 p.

Composition
proceedings
for adjustment
of debts due
by estate.

Widow Ferchaud that avails of the estate shall be divided between herself and mercantile creditors in ratio of 4 to 5. That is Madame shall receive 80% and the said creditors 20%.

Long list of creditors. Accounts to be settled by instalments within a term of six years.

April 28.

3 pp.

A report of
the disappearance
of Turpin's
wife afterwards
repudiated by
the author of
the report.

Michel Vien reports the disappearance of the wife of Jean Baptiste Turpin, as reported to him by Dame Catherine Mallet while she was in Detroit. She left him twice, the first time to take up with an Outaoua mate named Pintaloir and the second time with a Huron. After that no further word from Madame T.

This from town of Cavves in Parish of Immaculate Conception. (This was in Kaskaskias.)

May 2, 1741. Repudiation of above declaration by Michel Vien, settler at Fort Chartres, which he is said to have signed concerning Jean Turpin's wife. He was in drink and surprised.

April 29.

1 p.

Memorandum
of account.

Expenses incurred by Ducongé at St. Louis Keys while ship was anchored at Chareau. Sum total 69 livres. Certified as correct Nov. 21, 1741.

April 29.

1½ pp.

Decisions of Superior Council in Sundry Suits:

1. Dalcour vs. Pradel: Account confirmed.
2. Cave vs. Dalcour: C's claim allowed, (70 livres).
3. Assailly vs. Dalcour: For A. 297 livres, 5 sols.
4. Piemont ——. For P.: 200 livres, 15 sols.

May 3.

Statement by
Louis Turpin
seeking confir-
mation of
judgment
appealed from
See beginning
of appeal Jan.
17 and April 4
of this instal-
ment.

Account of Turpin case in Illinois Courts:

Louis Turpin purporting to be heir to his nephew, late J. B. Turpin, pleads confirmation of ruling in his favor by subdelegate Judge de la Loere of Illinois District; wherein Metivin and his wife have appealed against him. Case related at length. Metivin's claim was based on the feminine side and it is urged that by forsaking her husband Mrs. J. B. T. senior forfeited all the rights of a wife.

June 1, 1741. Notice to Louis Turpin of Fort Chartres to appear at New Orleans in suit with Metivin. Torn.

May 3, 1741.
3 pp.
Suit for shortage in shipment of tar and for deficiency in quality.

J. B. Piemont complains of a certain cargo of tar exported from Mobile to France. Tar proved both watery and short in amount. Let Mr. Delalande, accountable principle, be cited to pay deficit.

May 5.
3 pp.
Decision of Superior Council.

Darensbourg vs. Prevost. Company's Agent Mr. Prevost shall allow Mr. D. the credit of 2750 livres at which certain damages are estimated. Plaintiff nonsuited in other claims. Costs divided.

May 5.
Judicial settlement of St. Denis' losses in Mexico expedition under Governor La Mothe Cadillac.

St. Denis, de La Freniere, Widow Delery and Sieur De Mouy, husband of Widow Beaulieu, vs. Prevost, Agent of Company of Indies. Suit based on losses incurred about 25 years ago in a miscarried expedition of trade and exploration up the river of the North at the instance of Governor de la Motte Cadillac. On account of objections to further business relations with Spaniards of New Mexico. Party pushed 100 leagues above Nachitoches among the Assinays whose provisions ran short. At the village of the Indians, goods of inconvenient bulk were left behind, and party continued another 120 leagues upwards and was attacked by savages named Appalaches. The Spaniards confiscated remainder of goods; Mr. St. Denis went to expostulate with Vice-Roy of Mexico but was seized as a Spy and put in a dungeon. With great hardship the rest of the party conveyed goods from Assinays Village to Natchitoches. Company first made no allowance for unavoidable accidents and losses, but in review of the case now, Council grants each member of the party credit for 8000 livres or total credit of 32000 livres. On the other hand the four plaintiffs shall pay the balance debit of their mercantile account, which settlement Mr. de St. Denis is to regulate within three months. Costs divided.

Original outfit of goods was valued at 79214 livres, besides party's capital 20,000 livres.

Good script, a few ragged perforations.

It is evidently a copy. It is headed: Excerpts from Registers of Sessions of Commissaries of the King and assistant to settle the affairs of the Company of the Indies and its debts on May 5, 1741.

- May 5, 1741. **Following petition** from Royal physician Jean Prat for admission to the Council Judge Salmon refers the matter to the Procureur Général who suggests the usual inquiry on life and morals, Judge Salmon so directs. Witnesses Ignace Broutin, Royal Engineer, and Claude Joseph Du Breuil Villars testify to Dr. Prat's exemplary christian practice and living. Referred again to the Attorney General, who ratifies the result and orders reception of Dr. Prat after customary oath. Commission was dated Oct. 5, 1740.
- 3 pp.
Commission of induction of Dr. Jean Prat as a member of the Superior Council.
- May 7. **Mr. Jahan** sues Herbert of Pointe Coupée for breach of agreement in regard to some bear's grease and tobacco which he was to furnish. May 9, 1741. Decision by Salmon that Herbert shall deliver what grease and tobacco he has now in his possession. Bargain otherwise cancelled. Costs divided.
- 1 p.
Suit over breach of contract.
- May 8. **Joseph Herbert** settler at Pointe Coupée, bought of Etienne a savagess named Lisette. Let De cuir be required to turn over Lisette and the infant born of her since the sale. Costs divided.
- 1 p.
Suit to enforce contract of sale of slaves.
- May 25. **Petition to Superior Council** by Marin Lenormand, acting under procuracy of Louis Boissière, stating that on April 5, he had exposed to the Governor and to the Commandant at Pointe Coupée the cause of the massacre of several Frenchmen and loss of all the goods of said Boissière, owing to disobedience of one Bienvenu, and his demand that final judgment be rendered.
- Further proceedings in suit of Boissiere. See entry of April 5, this installment.
- He requests immediate answer from Jahan, acting for Bienvenu. Signed: Lenormand.
- Order served on Jahan to answer within three days.
- Signed: Salmon.
- Jahan acknowledges receipt of said order for delay and stating that Bienvenu intends to answer thereon.
- (See further June 3.)
- June 1. Mutilated document.
Slip. Receipt signed by D'Auseville.

June 2, 1741. **Delle Marie Peyraud**, Widow of Jean Ferchaud who died in the "island of New Orleans," to Sr. Pery, for collecting estate avails. Authenticity of act attested by Francois Dalbessard, Councillor of the King, President of Presidial Tribunal, Lieutenant of the General Bench in Guienne and Doctor in the University of Bordeaux.

Procuration from Bordeaux to settle Ferchaud succession.

June 3. **Complaint of delay in deciding case.** Mr. Marin Lenormand, attorney for Louis Boissière, remonstrates on account of Mr. Jahan's delays. May it please the Council to decide the case forthwith and put costs on defendant.

Boissiere complains against the delay in his case.

(See entry May 25 and entry No. 6 below.)

June 3.

Decisions of Superior Council in sundry cases.

1. Dr. Prat's oath received and he is duly installed.
2. Herbert vs. Decuir. For Decuir to cede slave or else settle in cash.
3. Pery vs. Ferchaud estate. P. to line up with creditors.
4. Piemont vs. Delalande. Adjourned.
5. Lenormand vs. Jahan. Wait for Illinois train.
6. Marie Therese Trudeau, widow of de la Buissonniere: deed of gift confirmed.
7. J. B. Trudeau: deed of gift confirmed.
8. Jacques Chauvin: ditto.
9. Jean Philippe Grondel: ditto.
10. Sieur D. —: —.
11. Jacques Lorraine, alias Tarascon: —.
12. Jean Cantillon: —.
13. Barthelmy Fifre: —.
14. Dame Laurence Le Blanc, Widow of St. Agnet. Compromise confirmed between her, Nicolas Chauvin and Antoine Chauvin Delery des Islets.

Signed: Salmon, Louboey, Lafreniere, Rague, Noyan, Bobé Descloseaux.

June 9.

Suit to enforce delivery of bear's grease or pay damages.

Nicolas Adam, alias Blondin, bought of one Le Clerc, alias Belhumeur, settler at Pointe Coupée, 600 jars of bear's grease at 25 sols a jug. In default of delivery Nicolas would have defendant either supply the grease or be accountable for bill if bought from other dealers.

June 17, 1741. **Gauvin** certifies that Mr. De Mayer on the ship La Chevaliere of Martinique delivered a cask of wine to him at La Balize. Wine was paid by a sum of 165 livres and was to be transferred to the officers of the Triton of La Rochelle. Judge Salmon will please furnish Mr. De Mayer draft for said sum.

Request to
Ordonnateur
for draft
to pay for
merchandise.

June 19.
(25444)
Duplicate
copy.
(25442)
1 p.

Sale of
nineteen slaves
for 21500
livres.
(25445)

Sale of nineteen negroes, negresses and children to Delle Dupart by Widow de Livilliers, payable in two terms, for total sum of 21500 livres. First payment on arrival of the King's ship and the second in 1743. As some of the slaves are leased for the full years, it is agreed that Mr. Dupart will receive payment of their wages.

Signed: petit de Livilliers. Dlle Dupar.

Jan. 1, 1744. Receipt to Mr. Dupart for full payment of aforementioned slaves.

Signed. pontalba.

June 22.
3 pp.
(25446)

Suit to recover
debts due
Ferchaud and
Aubert
succession.

The Procureur for Vacant Estates, sues upon an itemized account to recover from Sr. Petit, innkeeper, debts due since 1735. He asks that his goods be seized and that he be cited before the Council.

Some of the debts are due to Ferchaud and Aubert successions.

Signed: D'Ausseville.

June 22, 1741. Permit to cite signed Salmon.

June 26, 1741. Notice of citation served on Sieur Petit at his domicile by Sheriff Lenormand.

June 26, 1741. Notice of seizure following petition of Sr. D'Ausseville, Procureur of Vacant Estates, served on Sr. Petit at his domicile by Sheriff Lenormand.

June 26.
D. 41¹⁰⁹

Suit in
Superior
Council for
debt.

Du Tertre prays for citation of Michel Fitz Gerald to compel him to pay the sum of 103 livres, 13 sols, 6 deniers, due since May, 1737.

Permit to cite signed: Salmon.

June 26, 1741. Notice of citation served on Sr. Fitzgerald by Sheriff Lenormand.

- June 30, 1741. Petition to Superior Council by Sr. Raymond Am-
yault D'Ausseville for execution of decree of
August 17, 1737.**
Petition for
execution to
issue on
judgment
rendered in
1737.
Notice of citation served on Jean Baptiste
Leonard at domicile of Procureur General.
- June 30. Petition to Superior Council for citation of one
Tarascon for payment of debt.**
Suit for debt.
Permit to cite, signed: Salmon.
July 3, 1741. Notice of citation served on
Sr. Tarascon at his domicile by Sheriff Lenor-
mand.
- June 30. Petition to Superior Council by Gatien Bredit for
value of six demijohns of wine and 20 baskets
of liquor and 2 anchors of vinegar from Sr.
Prevost, Commander of the Triton.**
Suit for
value of wine,
liquor and
vinegar.
Permit to cite signed: Salmon.
July 1, 1741. Notice served on Sr. Prevost
to appear before Mr. Salmon at next session
of Council.
Signed: Lenormand.
- June 30. Petition to Superior Council by Barthelmy Bi-
mont for citation of Mr. de la Pomeraye for
recovery of 500 livres due to him since past
year.**
Suit for
money loaned.
Permit to cite signed: Salmon.
June 30, 1741. Notice served on de la P. by
Lenormand.
- June 30. Petition to Superior Council by Francois Jahan,
holding procuration of Sr. de Marsilly, claim-
ing a note due by Harang succession, for sum
of 1200 livres.**
Suit upon
a note.
Signed: Jahan.
Permit to cite signed: Salmon.
June 30, 1741. Notice of citation on Attor-
ney D'Auseville at his domicile, to appear be-
fore Council, to answer on above petition.
Signed: Lenormand.

(To be Continued.)

**INDEX TO THE SPANISH JUDICIAL RECORDS OF
LOUISIANA
XIX.**

(Continued from July, 1927)
July - December, 1774.

By LAURA L. PORTEOUS

1774—July 22.
Francisco Maria de Reggio
vs. Philip de Mandeville.
No. 3801. 54 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

Suit for damages for trespass upon the cypress timber of plaintiff, which was cut down and removed by defendant.

Case compromised.

De Reggio complains that defendant, his immediate neighbor, has done him great injury by putting his negroes to work on the former's plantation cutting down cypress trees into different lengths.

He asks that two intelligent persons be ordered to examine the timber felled in the woods where they will find about two hundred trees have been cut down. The greater part of this

wood has been taken away by the road made expressly in the interior of the forest that borders on the plantation canal. De Mandeville has left there about 80 pieces of the wood hewn.

Plaintiff further asks that testimony be taken from witnesses he will present who will depose according to the tenor of this petition, and at the same time to stipulate what number of pieces two hundred trees should produce, and also that the felling was made on lands belonging to plaintiff's plantation. The taking of this information to be entrusted to the Assessor.

The first witness was Julian Le Sassier who testified that on request he went to examine and make certain the damage that Philippe de Mandeville had done to plaintiff's cypress forest by cutting down the trees. He entered the woods by the canal at a distance of about 50 arpents from the banks of the river and at this depth he saw two hundred cypress trees cut down. Most of them had been carried off but there remained about eighty pieces hewn.

The second witness, Vincent de Morand, said that on request he went to plaintiff's plantation to examine the felling of trees that had been made in the depths of the woods by Philippe de Mandeville, de Reggio's immediate neighbor. He declares that he saw in part of the forest where two hundred cypress trees had been cut and about 60 pieces hewn that had not been taken away. He knows that it was Mr. de Mandeville who cut down the trees because he had seen a letter writ-

ten by him in which he said he would remove the negroes from the woods. The said trees should produce 400 pieces of wood and any of the small ones 200 pieces. Those he saw should produce 200 pieces of 7 to 8 inches wide.

Upon the face of this testimony plaintiff now further alleges that de Mandeville cut down two hundred cypress trees on his plantation which should have produced 400 pieces of hewn timber and the rest of various lengths, and prays that the defendant be ordered to pay him 1000 pesos, the value of the timber.

De Mandeville answers that it has never been his intention to work on de Reggio's land and that he had never known up until today that the plaintiff held possession of the land at the back of his plantation. The felling that was done by his negroes was at about 70 arpents deep and he thought he was working on common land.

If de Reggio has any title to a concession of more than a depth of 40 arpents he should produce it so as to make his ownership appear to the land upon which the cutting was made and if it is really his then he will be prompt to pay in conformity to what it will be appraised by experts appointed to this effect.

He asks that the plaintiff be ordered to produce his titles to the land and further prays a survey be ordered to be made in the presence of the two attorneys, of the dividing lines of the two plantations back as far as the cutting and also that the depth of de Reggio's concession be marked.

De Reggio is notified but objects to a survey as he holds sufficient proof that the land belongs to him up to and beyond the cutting.

Unzaga on Odoardo's advice orders the case to go on trial, but before the time has elapsed for the publication of the proofs the two litigants enter into a compromise to avoid costs.

De Mandeville acknowledges the timber was cut from de Reggio's land and obligates himself to pay for it. de Reggio acknowledges the debt paid and himself satisfied and asks to have the suit declared null and cancelled and for the Court to interpose its authority and judicial decree. Both ask that costs be taxed and all documents presented in the case be returned to them. (Signed) *Franco M^a de Reggio*.—De Mandeville.

The Court rules that with the consent of both parties, who have compromised in the form they have stipulated, His Lordship for the greater stability of the said transaction interposed and did interpose his authority and judicial decree and in its consequence he condemned and did condemn them to abide by it and he declared as he must declare this suit as null and cancelled and he orders that each one of the parties be returned the documents that were presented and that the

costs be taxed by each one of them for his share with an inclusion of 20 reales Assessor's fees for this ruling. Costs taxed at 56 pesos, 4 reales.

July 22.

Salomon Prevost as assignee of the rights of the Company of the Indies, vs. the heirs of the deceased Gerardo Pellerin.

No. 3794. From p. 57 to 194. Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

This is a continuation of the suit begun February 26th and renewed on March 14, 1774. See Quarterly, April, 1927, pp. 299-302.

The persistent plaintiff here at last succeeds in bringing the defendants "to trial on the merits" of the claim. Before a decision is reached, an arrangement is made whereby the defendants surrender real and personal property in settlement.

The procedure is quite interesting, particularly the method of putting plaintiff in possession of the surrendered property.

This is the first recovery made by the plaintiff as successor in title to J. B. Prevost, Agent of the Company of the Indies, the inventory of whose estate was printed in the Quarterly for July, 1926. This debt had been incurred nearly forty years before it is here collected and the affair is a good illustration of the losses sustained by the Company of the Indies in financing the planters of Louisiana at the beginning of our Colonial existence.

persuaded that they now belong to the Company of the Indies.

They pray that Prevost's suit be excluded and the previous decree be revoked. The case is ordered to go on trial.

This is followed by a publication of Salomon Prevost's proofs against the Luis Gerardo Pellerin succession.

Certified copy, dated November 13, 1764, of the inventory and valuation of the estate of Luis Gerardo Pellerin made at the time of his death.

This suit is probably a continuation of the one entered March 14, 1774, Salomon Prevost vs. the Membrede Succession, 46 pages. This record begins with page 57 when the plaintiff presents the instrument upon which he bases his claim (not in this folio) and asks the debt be ordered paid.

Bartolome Macarty (a son-in-law) and Luis Pellerin, a son of the deceased Luis Gerardo Pellerin, oppose the claim, saying that Prevost has not presented any note of obligation signed by their late father to prove the right of his demand, which they ask to have excluded.

This debt is imaginary and without foundation. No one has presented a request for this money for 37 years notwithstanding the fact that Juan B. Prevost, Agent of the Company, always lived in the city up to the time of his death and never tried to collect this claim.

A debtor does not owe more than his signature acknowledges, and Salomon Prevost has none to show nor has he the power to make an inventory of their property which has caused them very great injury by inciting disorder and insubordination among their slaves, who do not wish to work for, nor obey them, having been

Certified copy of an opposition made by (Mr. Juan B.) Prevost to the sale of some of her lands by Mrs. Membrede, dated December 26, 1764.

Interrogatories, to be answered by Gerardo Pellerin and by Bartolome de Macarty.

A decision by the Superior Council in the suit of Caue or Decaux vs. Pellerin (Mrs. de Membrede widow of), dated June 1, 1748, condemning the Pellerin succession to pay 5000 livres and costs.

Eight pages, folio size, taken from the ledgers of the Company of the Indies and marked "Resultat de la Ballance Generale du compt du Sr. Pellerin garde Magazin de la Compagnie des Indes a la Nouv^{le} Orleans depuis le 1^{er} Juin 1726 jusques et compris le d^{er} X^{bre} 1731." (Result of the General Balance of accounts of Mr. Pellerin, Keeper of the Store of the Company of the Indies at New Orleans from the 1st of June, 1726, up to and including the last of December, 1731.) The balance shows an indebtedness of 133,736 livres, 5 sols, 5 deniers.

Plaintiff asks for a comparison of the signatures placed at the end of the document, dated March 22, 1748, by the escribano with those he has in his Archives, and to certify to their identity so that he may file this certification with his proofs.

Juan B. Garic testifies that the names signed to the document are the true signatures of Mr. Le Normant (d), late Intendant General of this Province, commissioned for the settlement of the accounts of the Company of the Indies, and of Mr. Dubreuil, expert named to adjust Mr. De Caue's accounts, empowered by the late Gerardo Pellerin's heirs for the repetition of the said accounts and of Mr. de Membrede, husband of the widow of the deceased Pellerin.

At the end of this identification of signatures Garic has written and paraphed: "Rights to taxation with the investigation."

This is followed by the proofs of Messrs. Macarty and Pellerin against Salomon Prevost. Their attorney, Francisco Broutin, presents a series of questions to be answered, respectively by Salomon Prevost and the three Counsellors under the French regime, Charles Marie de Lalande Dapremont, Louis Piot de Launay, Adrien de la Place. The two last named answer, the first being too ill to come to the Court, a petition is granted to have the Escribano go to his house to take his deposition. Garic testifies that he went to Mr. Dapremont's house to take his declaration but found him ill in bed and not in his sound mind, so it was impossible to question him.

Another set of questions are given to be put to Pedro Enrique Derneville, Joseph Duplessy and Mr. Frant. These

witnesses know little or nothing about the case. These proofs are now sent to the opposition to be alleged as well proven.

The questions to and answers of Prevost, Piot de Launay and de la Place, are a contribution to a minor phase of the French Colonial history of Louisiana. They are as follows:

I. Interrogatorio by the tenor of which Don Salomon Prevost has to be examined as encharged with the affairs of the Company (of the Indies) which Don Bartolome Marcarty and Luis Pellerin claim to be of value to them in the proceedings that the said Prevost prosecutes against the succession of the deceased Luis Gerardo Pellerin for a collection of pesos.

1. Q. Firstly let him declare how many directors there were in the Company of the Indies, and what were their names?
A. He referred them to the documents that he has presented.
 2. Q. Item let him declare if he has in his possession the "Privilegios" the franchises that His Most Christian Majesty conceded to the said directors?
A. He said he thought that in a manner the Company of the Indies represented what was then supreme power in this Province.
 3. Q. Item let him declare if he has in his possession any obligation, note, contract, sale or account signed by the deceased Gerardo Pellerin belonging to the said Company.
A. He says that this question will be seen at the end of the proofs.
 4. Q. If it is true that Don Juan Baptista Prevost, his uncle, has never formed any demand against the succession of the said Gerardo Pellerin?
A. He referred them to the foregoing.
- (Signed) Salomon Prevost.

II. Interrogatory by the tenor of which Carlos Maria De Lalande D'apremont, Luis Piot de Launay and Adrien De la Place have to be examined which Don Bartolome Macarty and Luis Pellerin claim to be of value to them in the proceedings prosecuted against them by Salomon Prevost as encharged by the Company of the Indies for a collection of pesos.

1. Q. Firstly let them declare how many years they were members of the French Council, a little more or less, and from what year did they begin to preside in the said Council.
A. Mr. de la Place. answered that for twelve years he was a member of the Superior Council, late of this Province. Luis Piot de Launay answers, that he received his title of counsellor in the year one thousand seven hundred and sixty two and that he occupied his place there until the Council was abolished.

2. Q. Item let them declare if it is true that in this interval that they were counsellors they have not seen any demand presented against the succession of the deceased Gerardo Pellerin by Juan Baptista Prevost, Agent of the Company.
 - A. De la Place says that he had never seen anything in the name of Juan B. Prevost presented before the said Council against the Gerardo Pellerin succession, but it is well and generally know that Prevost opposed the public sale of some lands that the widow of Pellerin wished to sell, and in like manner to the transaction that the heirs of the said Pellerin have made as creditors. That Prevost was then acting as Agent for the Company of the Indies.
 - A. Louis Piot de Launay answers, he does not remember that some petitions may have been presented against the Luis Gerardo Pellerin succession, if this was so it ought to appear by the decrees that have resulted. All he recollects is that the widow of the deceased Pellerin having wished to sell various houses and lots belonging to the said inheritance, Juan B. Prevost made judicial opposition against the said sales so as not to prejudice the rights of the said Company.
3. Q. Item if it is true that Prevost has said to them that the Pellerin succession did not owe anything to the Company.
 - A. De la Place. This is false.
 - A. De Launay. This is false in its contents, that Juan B. Prevost has never said what this question contains.
Messrs De la Place and de Launay each signs his own declaration.

Leonardo Mazange, attorney for Salomon Prevost sums up the case in a written argument. He begins by making a demand on the Pellerin succession for 22,552 pesos, 4 reales, as the amount of the deceased's indebtedness to the Company of the Indies. After reviewing the testimony given by both sides he asks for a definitive sentence and a conclusion of the suit.

His argument is answered by Francisco Broutin, attorney for the Pellerin heirs, who contests the demand, basing his opposition mainly on the fact that the late Mr. Pellerin's signature does not appear anywhere acknowledging the indebtedness. He contends that the protest made by Juan B. Prevost, Agent of the Company of the Indies, December 26, 1764, to a sale of a part of the deceased Mr. Pellerin's property, was not authorized by the Council nor were any of the coheirs notified of it, therefore the said protest is without form and is null in conformity with the law, which he quotes in full.

He urges that the official inventory of the Gerardo Pellerin estate was made April 12, 1737 in the presence of Francisca Ruellan, mother and tutrix of the heirs, Don Claudio Joseph

Villars Dubreuil, special tutor, Don Luis Joseph Bereton, sub-delegate of Mr. De Salmon, Intendant, and of the Procureur General of the King and of Juan B. Prevost, Agent of the Company of the Indies. Why then at the conclusion of the said inventories did the last named not ask a provisional seizure of the property in the widow's hands until his account was adjusted as is permitted by law and so prevent a sale and partition of the said property.

Another inventory was made of all the papers on November 21, 1764, which was before the protest to the sale and more than 26 years after the account (Result of the General Balance, page 97) was adjusted and presented, why then did not J. B. Prevost form his demand judicially in virtue of this statement of accounts. It can not be said that he did not know of it as the inventory was made in accordance with a decree of Mr. Dabbadie, Director General, Commander of this Province, First Judge of the Council, in the presence of Luis Piot de Launay, Counsellor and Commissioner named therein and also the substitute for the Procureur General of the King, acting for the interested and absent parties.

Another judicial inventory was made November 13, 1764, which was before the said protest, at Mr. Pellerin's plantation, of all the estate left at his death without any opposition or demand having been made by Mr. Prevost notwithstanding his account had been presented more than 26 years before. Ignorance can not be pleaded of this inventory either because it was made in virtue of a decree.

The partition of the estate was made December 6, 1764, which was also before the protest. This partition was made 26 years after the accounts were presented without any objections or demands from J. B. Prevost. Ignorance can not be pleaded here either, as it was authorized by the Council.

He further says that Prevost claims that the debt to the Company must be paid in equal parts according to the shares that each one of the heirs have received from the succession and for which debts the lands and plantations are especially mortgaged without their owners having power to sell nor alienate them. This claim is without foundation unless it is proved there is a debt to the Company. This should be made clear by an obligation or acknowledged note that would be valid and not prescribed. If this is established his clients will obligate themselves to pay it.

If they were really debtors to the Company its agent should not have allowed 37 years to pass, which is 27 years more than required for prescription, without taking some proceeding to collect, yet J. B. Prevost was always in the Colony up to his death (July, 1769) and never took action. The account presented on page 97 (General Balance) is without form and is prescribed by law and should have no place nor force in this suit.

The heirs have enjoyed their property in good faith and without interruption for 37 years. Their father died in 1737 and from this time until March 22, 1748 when the account of the General Balance was drawn up, eleven years had passed, then there was another space of sixteen years when the protest was made December 26, 1764, which was written in the Escribano's office and not authorized by any Judge, nor were the heirs notified of it.

This last act of protest was secret for ten years and sixteen years elapsed, seven more than required for prescription, between the drawing up of the statement of accounts and the making of the protest yet J. B. Prevost instituted no lawsuit against their mother nor them. They have never recognized the Company as their legitimate creditor, because during that whole time the Company has never presented an obligation nor a note not prescribed.

The account presented (the General Balance) does not form an obligation nor a note, nor is it signed by their mother who was their tutrix. Mr. Membrede's signature at the end of the document does not amount to anything because he was always a stranger to them and was never their tutor nor curator. The other signatures to the account are described as of no consequence either and the signees were not in any way authorized to act. (A mention is made of the fact that Mr. Membrede went to France because of some altercation he had with Mr. de Kerlerec and not because of debts with the Company of the Indies.)

In this Colony there are many examples of notes and obligations which have become prescribed, the owners and makers of which have been excluded of their demands and condemned to pay costs. How much more then should this be the case with an account drawn up without legal form, without signatures of any of the co-heirs with sixteen years more than necessary for prescription.

His clients have proven well that the said Company never held any mortgage on the property of their father's succession and he quotes the law of prescription which reads: "Whereas: the third possessor in good faith does not need more than ten years for those present and twenty for those absent in order to prescribe the action of mortgage," and they have twenty-six years of prescription.

As to what Salomon Prevost says that the Company has been sovereign in the Colony and enjoyed all the privileges of His most Christian Majesty, Mr. Broutin says: This is very false, it was never sovereign because justice has always been administered in the name of His said Majesty as appears from all the decrees of the Council and the King always named all the officials, Military, Civil and for the Royal Treasury when they were needed in this Colony. All Edicts were issued in the King's name as well as the Black Code of the month of

March of the year 1724. The said Company had nothing more than the exclusive rights to the commerce of this Colony and His Majesty never transferred any other privileges than those that favor his commerce. His Majesty has not derogated the laws in his favor to the Company.

The law of prescription holds place in all its force and vigor, as they have been possessors in good faith in conformity to law of all their property without any anxiety nor interruption for 37 years and have always conserved the same property without having exchanged it. All the inventories, partitions, transactions and even the account aforesaid have been made, contracted and concluded under the dominion and Laws of France. He asks that Prevost's demand be excluded and he be condemned to pay the costs caused or to be caused by these proceedings.

After Broutin's argument the parties are cited for the definitive sentence which, however, is never rendered.

The next entry is a certified copy of an agreement dated November 15, 1774, made in the presence of Juan B. Garic, Escribano, and witnesses, between Salomon Prevost, empowered by his brother, Juan Prevost, assignee of the Company of the Indies in charge of the collections in the Province of Louisiana, for one part and Bartolome Macarty and Francisca Pellerin, consorts, and Luis Pellerin the latter's brother and co-heir with her in the late Gerardo Pellerin's estate, by which they agree to acknowledge and abide by the account rendered on March 22, 1748, which upon reducing from French Colonial money to Spanish currency, amounts to 22,552 pesos, 4 reales. There is not enough property left by Mr. Pellerin to pay this sum but to end this suit which has arrived at the point where it was to be definitively judged, in order to avoid further costs and for peace and concord they have entered into this written agreement. The Pellerin heirs give and deliver to Salomon Prevost in his capacity, as assignee, the plantation inherited from their father with the houses, edifices and the land consisting of 22 arpents front by the usual depth situated two leagues and a half from the city, lower river, and on the other side adjoined on one side by the Hipolito Amelot inheritance and on the other by Bartolome de Macarty, with all its dependencies which is the same as was left by Pellerin at his death that he had bought from Juan B. Massies.

Besides this plantation they cede another piece of real property in the city facing on the banks of the river at the corner of St. Philip, adjoined on one side by a house belonging to Mathurin Dreux and at the depth by a house belonging to one named Conan which Mr. Pellerin bought from the deceased Juan B. Raguet.

They transfer also another piece of land consisting of a house and lot 60 feet front by 120 deep situated at the corner of Chartres and Bienville, adjoined on one side by the Widow

LaCroix and on the other by Mr. Zeringue which belongs to Mrs. Pellerin, having been bought by her from Francisco Raguet.

They also turn over to Prevost the following negroes: Blery, aged 35; Maria Juana, 30; Little Adelaida, 8; Feliciana, 7; Henriqueta, 5; Jacobo, 2; Perina, 22, and her daughter Victoria, 2, and her little boy, Pedro, 3; Juan, 27; Carlota, 45; Dicye, 64; Laforge, 66; Marguerita, 40; Antonio, 16; Henrique, 6; Luis, 42; Pedro, 30; Juana, 55; Francisco Carlos, 22; Bonhomme, 22; Izabella, 16; Francisca, 30; Catalina, 28; Juana, 4; Bay, 60; Catalina, 28; Augustin, 10; Lorenzo, 1; Marion, 70.

They further cede 4 oxen, 6 cows, 3 bullocks, 3 swine. They also transfer all household effects, each article being mentioned by name.

To all the forementioned property Bartolome Macarty and his wife and Luis Pellerin give free possession to Salomon Prevost which belonged to them as the heirs of Gerardo Pellerin or his wife, Francisca Ruellan.

According to this agreement Salomon Prevost will pay to His Most Christian Majesty's Agent what the inheritance owes and will assume all other debts and costs for this act and that herewith this lawsuit be broken and cancelled.

Prevost presents the foregoing agreement and asks that it may have its due fulfillment, force and vigor and that for this purpose the Court may interpose its authority and judicial decree. This the Court does ordering the case dismissed and costs taxed.

Prevost then asks to be put in possession of the plantation, negroes, etc., and to order the sheriff or his deputy to give him, judicially a suitable certificate by means of which he may remain the absolute owner of the plantation, slaves, etc., so that at no time will he ever be molested by any one. Granted.

A copy of the act putting Prevost into possession is filed immediately after which is to the effect that Nicolas Fromentin, deputy sheriff, assisted by the present escribano, left the city for the late Francisca Ruellan's plantation, situated three leagues from the city, below on the other side of the river composed of 22 arpents front by 40 deep adjoined on one side by Hipolito Amelot and on the other by Bartholomy Macarty, and Salomon Prevost being there in this capacity as empowered by his brother, assisted by Don Leonardo Mazange, his attorney. Bartholomy Macarty and his wife, Francisca Pellerin and her brother, Luis Pellerin, were also there.

The sheriff took him by the hand and led him into the plantation, as he passed Prevost scattered a handful of earth that he picked up, he broke off some branches of the trees that were growing near and was then conducted to the plantation house where he opened and closed the doors. Then all the negroes mentioned in the act of settlement were delivered to him, then the live stock and after the house furnishings.

Executing all the above related, Salomon Prevost as a sign of true, real, civil and natural or the quasi-possession of the said plantation, house, negroes and effects, took what was given quietly and peacefully without contradiction from any one and the sheriff instated and did instate him so that he would not be despoiled of it.

The witnesses were Francisco Liotau, Esteban de Quiñones, and Luis Liotau. (Signed) Nicolas Fromentin, Luis Pellerin, Lenoardo Mazange, Salomon Prevost, Françoise Pellerin, Ch^v Macarty. Attested before Juan B. Garic. "Rights to Taxation." A marginal note stipulates that two days were spent to go and come in taking possession of what is referred to. To which he attests besides the provisions taken for the journey.

Costs taxed at 309 pesos, 7 reales.

After this Salomon Prevost asks to sell, at public auction, the plantation, negroes and movables comprised in the agreement entered into in this suit with his opponent.

The public calls required by law are made by the crier, Nicolas Jourdan, naming the conditions that will be stipulated in the final act of sale. Petition granted and the three calls are made.

The day of the auction is set and each slave is called by name and offered separately as well as each article of furniture mentioned in the agreement. The auction is continued until everything is sold and adjudicated, including the plantation and other real property. A second taxation of costs is made of these last proceedings on April 29, 1775, which amounts to 137 pesos, 2 reales.

Prevost then petitions, since the case is finished, to have returned to him the procurations and instruments presented in this case, and just as soon as this is done he will sign a receipt for them and pay costs which have been occasioned to this effect. Galvez rules "As it is prayed." Prevost signs his receipt on the margin of this petition. This ends the record.

August 11.

Juan Batta. Paforet (Poeyfarre), vs. the (Joseph) Deveze estate. The deceased died intestate in Natchitoches and this is a procedure in New Orleans to collect a debt owed by him.

No. 16. 3 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Plaintiff presents the original note for 40 pesos, stating that his debtor has died at the Post of Natchitoches. He has received notice that the Commander there has made an inventory and sale of all the property, and he asks that the said Commander be ordered to pay this note out of the proceeds of this sale. Unzaga rules, on Odoardo's advice, to issue a despatch to the Lieutenant Governor of Natchitoches with an enclosure of this petition so that he may make the payment that has been requested. Assessor's fees 12 reales. A marginal

note states that the despatch which was ordered has been issued. The record ends here.

September 1.

Criminal Prosecution (a Marine Protest) by Captain Buena Ventura Bavi, against Pablo and Antonio Macinas, brothers, and Francisco Bobera, sailors of the Packet Boat "The Virgin of Montenegro." No. 3. 42 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

Defendants are charged with mutiny on the high seas. After a prolonged hearing they are acquitted of this but punished for insubordination.

declarations that His Lordship can take from the rest of the people on board, particularly from Narciso Albax, purser, and an approved letter dated August 12 of last year charging these three individuals with crimes, which was written by the Captain of the Spanish schooner, Don Juan Cani de Vos to the said Albax.

In consideration that he can not have lack of discipline on board which is so necessary on ship board, and for the greater security of their lives, he prays that they be held until after his cause has been proven. In the meantime they be removed from the roll of his crew because having them on board unfits him from continuing the voyage by exposing the vessel to hidden risks.

Unzaga orders the testimony of the witnesses offered by Captain Bavi received by the Assessor and done, let the case proceed.

The first to testify is Narciso Albax, purser, in charge of the Catalan Polacre, "Our Lady of Montenegro," who declares that Antonio Masina, boatswain, had two quarrels with the Captain, one while sailing from Barcelona to Malaga, which was caused when the Captain ordered him to light a fire to make some chocolate. He resisted saying he was as much master in his place as Bavi was in his. The second dispute was about two sailors, Benito Castella and Bernardo the Younger, whom the Captain ordered him to find which he refused to do saying that he was as much as the Captain. He asked Pablo Masina, a brother, if what a sailor had said was true that he

Buena Ventura Bavi, Captain of the polacre "The Virgin of Montenegro," writes his marine protest to the Governor General setting forth that three of his sailors, Pablo and Antonio Masina, brothers, and Francisco Bobera, during all the voyage have been the heads of mutiny, Antonio Masina taking the liberty to place the guards as he pleased violating the orders of the pilot and himself, besides making attempts against the lives of the rest of those on board as appears from their proposals as he offers to prove.

They were also guilty of saying insolent things as will likewise be made evident from the

wished to kill half the crew. He answered yes, but it had been on account of the quarrel. The witness says he can not testify to anything else, except that there were disputes among three or four sailors, that the boatswain was ungovernable and that the ship came over with continuous disorder and disobedience among these individuals accused.

Domingo Antonio Vazquez, Pilot, testified that he embarked at Malaga to bring the polacre to this Province, its destination. During the voyage, Antonio Masina, against the Captain's orders removed the guards and disputed all commands given either by the Captain or himself, as pilot. When the time came to make a sounding he was ordered to do a certain piece of work but did something else instead which was according to his fancy, never wishing to subordinate himself to the Captain nor to recognize him as such. The boatswain's brother had various quarrels with Buena Ventura Bavi and with the crew. The witness heard him say that he would like to behead half the crew and that he valued life as nothing. When Francisco Bobera was ordered to make the soundings out beyond the Balise he said he did not wish to do so and that the witness, as pilot, should do so himself. There were various quarrels on the voyage from Malaga to this Province. One took place at the mouth of the Balise with the carpenter, Bernardo Cansune, whom he insulted by calling him dirty and crazy. He further adds that Francisco Bobera looked for quarrels and the other day as they were tying up at the moorings in front of the witness he gave a boy on board, Joachin Rhua, a blow.

Juan Pasapera, a sailor, is the third witness who declares that Antonio Masina, boatswain, has come over in continual disputes with the Captain, lacking in respect to him and without any obedience to his orders. One day the Captain told him to light a fire and to make some chocolate, being opposed to this request he would not consent and made fun of the Captain. He said, publically, that if the Pilot did not take them to Saluamento, for each peso gained he would give as many more stabs with a poniard. Pablo Masina was in the same class as his brother, the witness had heard him say one day when he had had a quarrel with another that he would like to cut the throats of half the crew. One night when the pilot was disposing of the riggings Pablo opposed him saying that he would make an uproar if the sails were moved. He called the pilot a filthy Galician and said he did not understand anything. Francisco Bobera used vile language and while having a quarrel with Benito Castello said to him: "If thou wert a man thou wouldst fight with me on land." He had another quarrel this time with the carpenter while entering the Balise. He called him a filthy, dirty, crazy man.

After taking the testimony of these three witnesses Unzaga on Odoardo's advice rules: Issue a writ of imprisonment

against Pablo and Antonio Masina and Francisco Bobera, seize their possessions, make the imprisonment evident by certification of the warden of the prison and proceed with the prosecution. The writ was issued and served. Nicolas Fromentin, deputy sheriff, testifies that he arrested Pablo Masina and Francisco Bobera but could not put Antonio Masina in prison as he found him sick at the Charity Hospital. The deputy sheriff accompanied by the escribano then seized the possessions of these three seamen which by inventory appear as follows:

Pablo Masina's possessions consisted of an old chest in which were found an India linen vest, a pair of trousers, another pair of canvas (duck), one pair of blue linen trousers, another pair of very dirty linen ones, four pairs of long linen trousers, very old; two cotton handkerchiefs, two pairs of shoes for men, another red pair, four pairs of cotton yarn stockings, used; four pieces of tape for garters, nine pieces of black tape, two others, white; two pieces of soap, one pair of old blue woolen stockings, one package of pins, seven strings for a guitar, a broken mirror, three pairs of boy's shoes, nine pairs of glass drop ear-rings, eleven bass strings for violins, five other strings for the same, one knife, one cotton cap, eight pipes to smoke tobacco, one empty flask, one pair of spectacles, one iron fork, one pair of scissors. The deputy sheriff put these effects in the depository of the General Receiver, who was present and acknowledged receipt of them and obligated himself to hold them at the disposition of the Judge. The inventory is signed by both Nicolas Fromentin and Joseph Ducros. The other two seamen's chests contain about the same, mostly wearing apparel.

The prison warden having given the necessary certification that he holds the bodies of both Pablo Masina and Francisco Bobera as prisoners, the Court begins taking their confessions.

Pablo Masina is the first to be questioned. He answers to the usual formula by giving his name, says he was born in and is a resident of Barcelona, is a little more than 30 years old, married, and a sailor by profession. He was arrested by the deputy sheriff, but he does not know why.

He was asked how could he say he did not know why he had been imprisoned when his conduct against the Captain and the Pilot had been so insulting, he had interfered with and prevented the management of the ship and had incited the sailors to insurrection. He said this is false, he did not cause the mutiny.

He was reminded to speak the truth, fear God, and not to perjure himself as he was being lawfully questioned. He answered he was telling the truth and had not interfered with any one on the ship.

He was asked if he did not know that it is a crime to insult others and that it is a much greater crime when it is to a person he should obey, and that obedience is so much more necessary in navigation because of the serious fatalities that may happen from insubordination, and that the law has penalties to punish those who break them. He said he knew it was a crime but he has had no jesting with any one. The pilot fired a gun loaded with bird-shot at the prow of the ship where he, Francisco Bobera, Antonio Masina and some others were, he does not remember if the boat was in the river at that time or not but the day before Bobera had a quarrel with the carpenter in which he took part because the pilot said he would not stand for any more of it. He advised Bobera to stop quarreling and nothing else happened. He knows that the law punishes those who insult their superiors but he has not taken any part in any of the mutiny, has not failed to obey the Captain nor had he incited the crew.

Francisco Bobera answers as to his name and says he is a native of and resident in Barcelona, 37 years of age, married, and a sailor. He was arrested by the deputy sheriff but he does not know for what cause.

He was reminded as to how it was possible he could say he did not know when as it appears he had failed in obedience to his Captain, had caused disturbances on the ship, had had quarrels with the sailors and had struck Joachim Rua a blow.

He said that it is true that he had had a quarrel with Benito Castello and with the carpenter but the words that one had said to the other were the words of sailors and of no importance. He did give a blow to the boy, Rua, because he was lacking in respect and had to be reminded of his parents. He was never wanting in obedience to the Captain who is the owner of the ship but not a sailor and knows nothing about navigation.

He was asked how he could say he was not lacking in obedience when he confesses that he had had quarrels with one of the sailors and the carpenter. He answered that in this he was not lacking in respect to the Captain who should not have mixed himself up in the sailors' quarrels because these men are the owners of their part of the ship and must obey him only in the management of the ship and not what concerns them privately one with the other.

Questioned if he knew the extent of his crime and its consequences, etc. He said yes, but the Captain and those who accuse them must know their duty so as not to vex or excite the sailors and must show themselves, likewise, as being worthy of obedience and should not cast all the blame on the accused nor hold those of his country in odium. This about ends his confession which was read to him word for word and which he ratified.

Francisco Broutin, Buena Ventura Babi's attorney, presents his client's case based on the testimony received and accused the three mutineers civilly and criminally and asks that there be applied to them the penalties established by law, marine ordinances and customs, and that they be punished so as to serve as an example to others. He stresses the seriousness of the crime of mutiny as committed against the Captain and Pilot and accuses them as disturbers of the subordination of the crew. He states that Antonio Masina (who is ill at the Charity Hospital) has fled, and asks that he be summoned by Edict with public calls made of it by the crier and when the fugitive from Justice is found place him in prison. This petition is granted, the proceedings to locate Antonio Masina is repeated three times but he was never located.

Leonardo Mazange, attorney for the imprisoned seamen, answers claiming that the testimony given proves no crime committed by his clients. They have already suffered forty days imprisonment, poor strangers in this country, miserable, many times needing common food, charged with a crime they have no knowledge of. Regarding the polacre, she sailed from this Port many days ago, this making it impossible for them to follow their occupations. He asks that the prisoners be released from arrest and placed on board any ship leaving this city for their respective countries.

The Court orders the case to go on trial within nine common days. To this ruling the prisoners answer, saying that the witnesses to prove the crime against them presented by Bavi are absent, having left on the said polacre, having returned to their destinations will not come back to the city. They ask to have the testimony of these witnesses declared as ratified. This petition is sent to Broutin who consents to the declaration of ratification. Unzaga on Odoardo's advice rules: That with the consent of both parties the testimony given by the witnesses in the summary investigation is ratified since they are absent and can not ratify it for themselves before the Court.

Unzaga on Odoardo's advice then passes final judgment in these words:

In the city of New Orleans on the sixth of December of the year one thousand seven hundred and seventy-four: Señor Don Luis de Unzaga y Amezaga, Brigadier of the Royal Armies, Intendant Inspector and Governor General of this Province for His Majesty;

Considering these criminal proceedings prosecuted by Buena Ventura Babi (Bavi), Captain of the Packet-boat named "The Virgin of Monte Negro," against

Pablo and Antonio Macina and Francisco Bobera, sailors of the crew of the said boat upon the revolt that they incited during the navigation against his person and his pilot and other companions on the said boat.

Considering, likewise, the summary information promoted by the said Babi, the act of imprisonment, the flight of Antonio Macina, the embargo of their effects and farther on the confessions and next the accusation contestation, act of proof with all the rest that has been worthy of consideration,

His Lordship said that he declared and did declare as well proven, the intention of the said Babi with regard to the insulting words of which he accuses the forementioned Macina and Bobera and as not proven the exceptions of the abovesaid (prisoners) as to this (charge) but as concerns the atrocity of the crime of mutiny (no) attempts were made against the life of the Captain nor of the Pilot; and in its consequence acquitting them as His Lordship does acquit them of it and he condemned and did condemn them for the forecited insulting words; Antonio Macina to four months imprisonment and Pablo and Francisco Bobera to what they have suffered up to now and to all for the costs jointly and in common. He orders that they be set at liberty, provided that they do not continue their voyage in the said Packet Boat, for the present they will give Juratory security to comply with this. The costs satisfied, which the present Escribano will tax, their property which was seized will be returned to them. And for this that His Lordship provided definitively judging with the advice of his Lieutenant, thus he ordered and signed, to which I attest.

(Signed) Luis de Unzaga y Amezaga; (Signed)
Doctor Cecilio Odoardo.

Pablo Masina is the first to give his Juratory security, who takes oath by God and a Sign of the Cross in conformity to law not to return to the packetboat named "The Virgin of Monte Negro," its Captain, Buena Ventura Babi, for no cause nor reason that may be offered him. He did not sign because he said he did not know how to write. The witnesses signing were Francisco Muñoz (warden of the prison), Salomon Malines and Fernando Rodriguez. Francisco Bobera then gives his Juratory security and both give formal receipts when their possessions are returned to them by Joseph Ducros, General Receiver.

The two prisoners then petition to have Antonio Masina's trunk which was seized and which contains a few pieces of wearing apparel for his own use, returned to them on their Juratory security which they promise to return to him with all due care in their own country when they see him, as he is the brother of one and a friend of the other petitioner. Unzaga rules, "As it is prayed." In their oaths of Juratory security the two sailors promise to take the trunk home with them and to deliver it either to its owner or his wife. They give a formal receipt for the trunk when delivered to them.

Costs taxed December 7, 1774, at 90 pésos, 3 reales.

On February 6, 1775, Buena Ventura Bavi sets forth that this cause has been definitively sentenced in the interval of a voyage made to the city of Havana and whereas he is obligated to give an account of his crew on his return to the city of Barcelona, he asks that he be given a certified copy of this suit which he will need, entire and authorized in due form. Unzaga rules "As it is prayed." This ends the suit.

September 13.

Incidents to the principal proceedings in the settlement of the succession of the deceased Juan Perret prosecuted by Carlos Jouet to annul clause 5 of the decedent's will.

No number. 3 pp.

Court of Alcalde Forstall.

No Assessor.

Escribano, Juan B. Garic.

Luis Ranson, empowered by Carlos Jouet, sets forth that clause 5 of Juan Perret's will is prejudicial to his right and contrary to law, and he wishes to have it annulled. Perret had two children, viz: Alphonse Perret, who had six children, and Maria Anne Perret, who had four. The estate should be divided into two equal parts and each part subdivided, but Perret instead of leaving his property in this manner by clause

5 of his will directs that his estate be divided into eleven equal parts making all the grandchildren share and share alike and not by representation of their respective parents. He asks that this clause be annulled and the estate be divided as the law provides and in order not to impede the course of the suit to settle the succession, he asks that this incident be put in a separate folder and a certified copy of it filed with the main proceedings. Petition granted. Lenoardo Mazange as attorney and curator for the minors agrees to set aside the provision of clause 5 and divide the estate as the law requires. This ends the "Incidents."

September 22.

**Francisco Blache vs.
Philip de Mandeville.**

No. 3761. 20 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

For the return of the originals of two notes.

This is an interesting story, reflecting the terror of the people of New Orleans during the first days of O'Reilly's rule. The charge is made that de Mandeville had taken advantage of the plaintiff to compel him to give up rights against de Mandeville and he tells a tale of rough treatment from the latter, but plaintiff apparently was afraid to push the matter and he was non-suited by the Governor.

edge to owe to Madame de Mandeville by reckoning to have received this day the sum of 9155 livres in a bill of exchange. At New Orleans this 21 of June, 1767. (Signed) D. Carrewis. De Mandeville's endorsement is "I have received from Mr. Blache the amount of the note on the other side this 20 of September, 1769. (Signed) De Mandeville."

Plaintiff then sets forth that it is convenient to his right that Don Philippe de Mandeville take oath in due form and without delay declare in what money he received the amounts stipulated in the two above notes and that the taking of his declaration be entrusted to the Auditor of War and done it be delivered to him.

In due course of time Antonio Philippe Marigny de Mandeville declares before the Auditor of War that he never made nor contracted with Caresses* nor has he received anything from Blache. The Carresses transactions were with his wife while he was in France. When he returned to the city his wife made him give the receipts on the backs of each note and so he does not know if his wife received the money or not. Blache can not be the legitimate party because he was exiled

* (a) The correct name is Pierre Caresse one of the victims of O'Reilly in 1769. See Gayerre History of Louisiana French Domination, Vol. II, p. 303. The scribe in this case was Garic who came over from the French era and it is inconceivable that he did not know the correct spelling of the name.—H. P. D.

(b) The spelling of proper names in these Spanish Records varies according to the disposition, culture and nativity of the writer, and affected also by the effort to convert French into Spanish.—L. L. P.

Plaintiff presents two original notes which read: "I acknowledge that in the different sums that Madame de Mandeville has counted out to me according to the note that I have made out to her, she has given me eight thousand livres in paper money of the Colony, which I promise to return to her in the same kind or in money conformable to the regulations that will be ordered by His Majesty. At New Orleans, the first of January, 1768.

(Signed) D. Carrewis or Carresis. Endorsed across the back in De Mandeville's writing, appears: "I have received from Mr. Blache the amount of the note on the other side, this 20 September, 1769.

(Signed) de Mandeville. The second note reads: "I acknowl-

from the Province and is therefore incapable of taking civil action.

Plaintiff then asks for Mrs. de Mandeville's declaration. Under oath before the Auditor of War when the two obligations signed by Carrewes are shown to her she says they will have to give her time to go to her house to reflect on what she has to answer as His Honor insisted that she speak the truth; she repeated that she would tell them in less than two hours as she did not remember now. They offered to give her the two hours' time in the Auditor's office before the escribano, but she repeated she needed to go home. With this they conclude the proceedings and giving it to her to sign she said that for the payment of the foresaid obligations she received from Blache and Carrewes two negroes and two negresses. (Signed) Fr. Mandeville. (Francisca de Lille Dupard de Marigny de Mandeville.)

Blache then asks to have the following questions put to Mrs. de Mandeville:

1. Q. What transactions did she have with him in particular, if active or passive and when?
 - A. She never has had any transactions with Francisco Blache and those with Carrewes were as stipulated in the two notes.
2. Q. Is it not true that she had made him a note for 2900 livres and another for 4400 livres and a bill for 400 pesos and another for 800 and let her say when these obligations had been paid and if she thinks they are in his possession?
 - A. This question is false in all that it contains. (Signed) Fr. Mandeville.

Francisco Blache then presents a declaration dated September 24, 1769, signed Joseph Garcia Calderon, Manuel Montes, Juan de la Plaza. Francisco Arredondo signs "I have heard what is expressed above." These witnesses certify to the truth of the following statement, which is to the effect that, on the 19th of September Mr. Mandeville entered Mr. Blache's house in an irregular manner, and with little respect not only to those who were present but to the owner of the house, demanding that he give him the notes dated in the months of October and December of the year "66"—the first for 2900 livres and the last for 4400 francs, 7 g., and a current account for 400 pesos and another for 800 pesos and if to the contrary he did not he would see to him. This was said with a threatening air and with little fear of God. Mr. Blache asked him if it was not true that he owed what is contained in the said papers. He answered in a manner most audacious, saying, even if he did owe those sums of money he knew well how to take satisfaction, the least of which was to declare Blache as

an associate of Mr. Cares, the prisoner, in private affairs. Mr. Blache made some answers to him that were in reason, saying he would not submit to his irregular conduct as he was in the most depraved disposition that a man can fall into, but as it appeared clearly to the witnesses Mandeville repeated his demands with more force and in the end carried away the papers that he had demanded, thus preventing Mr. Blache from ever taking legal action against him. This being all true they signed, believing that (anything) to the contrary would be prejudicial to their consciences. (Signed) as above.

On the strength of this declaration Blache says that he had friendship for and business interests with Pedro Caresse, criminal of State, and for this reason when His Excellency Count O'Reilly, arrived in this city and he was arrested the petitioner had great fear that their friendship, although innocent, would cause him to be arrested on a like charge. He was more or less ignorant of the laws, lives and customs of a foreign nation who came armed to take vengeance, which increased his terror. This fear was not in vain because he did not lack enemies who would exaggerate his friendship for the criminal Carresse. At this critical moment, the 19th day of September of the year 1769 (time in which the Señor Conde [Count O'Reilly] had terrorized the public with the punishments meted out, he was full of consternation), it pleased Don Philippe de Mandeville of this vicinity, to enter his house with threats of denunciation as an accomplice in Carresses' crime and to demand the notes and accounts that were contracted in the plaintiff's favor by Francisca de Lisle Dupard, de Mandeville's wife, during the eight years her husband was in France. In place of the notes he took away he delivered to him the Carresses notes (presented at the opening of the suit.—L. L. P.), with his receipt written across the back, as if he, Blache, would have been obligated to pay his friend's private debts; and as he would like this action nullified he can not make it evident in any other way than by the testimony of witnesses of the best integrity, this will appear from the attestation which he duly presents.

He prays the Court to order restored to him 2660 pesos, the full amount of the notes and accounts of which he was violently despoiled; for what the interdicted debt is worth to him or what is best adapted to the restitution that he solicits.

He also asks to have received for him the information attesting to the truth of the evidence taken in the summary investigation (informacion sumaria de abono)* from his fore-

*NOTA: "Informacion de abono." "information to make good an assertion" is called for by the interested party in case of the absence or death of his witness who has testified in the summary investigation and who can not now be summoned to ratify his declaration. This contingency makes it necessary to call other witnesses to certify to the good character, trustworthiness and ability of the absent one to speak the truth.—L. L. P.

mentioned witnesses who are absent, besides taking new testimony from these other witnesses whom he will present in due form who will be asked to declare; if it is not true that the friendship he had for Carresses was innocent; if the public were not in a terror over the prisoners that the Count had ordered executed; also to testify to the arrogant character of Don Philippe de Mandeville and if he did not profit by every occasion to make himself master of the ignorant, reserving (the right) to demand the interest in his time.

He prays to have the said document he has presented (accepted as testimony) and to order information received from his witnesses, the taking of which will be entrusted to the Assessor. He further asks that the Escribanos del numero (notaries, clerks of the Cabildo) certify, in continuation, if any act has been passed before them, or if there has been exhibited in their Archives any criminal cause against him or any decree of exile or expulsion from the Province by the Señor Conde (O'Reilly).

Unzaga rules: To the first petition, the declaration which he mentions having been presented, let the information be received which he offers and let the taking of it be entrusted to the Assessor. To the second request, let the Escribanos certify as he petitions.

Blache's last petition was dated November 23, 1774. Five months later, on April 27, 1775, Antonio Philippe de Marigny de Mandeville states that on request of Francisco Blache some questions were put to him and also to his wife, and as eight months have passed without any proceedings having been put into execution against him or his wife, he asks that Blache be ordered to continue his demands or to desist from them, in consideration that Francisco Arredondo, Captain of a schooner, is now in this city and will promptly return to Havana, who they say has given a certification prejudicial to his honor and tranquility. Unzaga on Odoardo's advice rules: Let Francisco Blache be notified that within the second day he must declare what rights he may have against this party.

Blache answers that it was ordered to receive "informacion de abono" for the witnesses who are absent and who testified in a declaration already presented, and as Francisco Arredondo, one of them is in the city, it is convenient to his right that he recognize his signature and declare according to the tenor of his foregoing petition and done let it be placed in the proceedings at the conclusion of the information admitted. Unzaga rules: Let him swear and declare to the contents as it is prayed and let the other party be cited, let (the taking of his declaration) be entrusted (to the escribano) and done, let the case proceed.

Before Juan B. Garic, Escribano, Francisco Arredondo under oath declares that the signature at the end of the paper presented where it says "Arredondo" is his own proper writing

and as he is accustomed to make and are also the words which say "he oido lo q. se expresa" (I have heard what is stated). (Signed) Franco. Arredondo. Attested before Juan B. Garic.

Mr. de Mandeville sets forth that yesterday Mr. Arredondo's declaration was taken in a lawsuit prosecuted against him by Mr. Blache and that up until now he has not been notified of the nature of Blache's demand nor the purport of Arredondo's declaration and knowing that the latter is about to return to Havana he prays the Court to decree that before he leaves he, de Mandeville, be notified of his aggressor's claims and the other's declaration so that he may answer and to demand from one and the other what would be his right. Unzaga rules: Notify the other party that within one day, precisely, he must use his right with a warning that when that time has passed he will not be heard.

When Blache fails to answer, de Mandeville presents a second petition to the effect that in the last ruling on the 2nd of the current month his opponent was ordered to answer within one day, and in peremptory terms told to formulate his demands and in default of such his (claim) would not be admitted in justice. In consideration that two days have passed without his having done so he asks that he be ordered to desist and drop all proceedings and to condemn him to the payment of all costs.

This petition is sent to Odoardo for legal advice and on May 6, 1775, a judgment is rendered which reads: Considering and whereas; Francisco Blache has not remodeled the action which he was told to prepare against Don Philippe de Mandeville, notwithstanding the long time that has passed at his representation and notwithstanding the warnings that have been given at the instance of the said Mandeville, His Lordship said he must put them in effect. He condemned and did condemn him to perpetual silence and for the costs that he has caused which must be taxed, including two pesos Assessor's fees (for this ruling). The record ends here without a taxation of costs.

September 23.

**Succession of
Francisco Doriocourt.**

No. 22. 39 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almon-
ester.

This testate succession is opened in the usual way with an official notification of the death and filing of a certified copy of the will wherein the testator says he is a native of Morancourt, Province of Champeign, France, son of Luis Doriocourt and Anna Tous-saint, both deceased, and husband

of Francisca Marguerita Seimars de Bellile and father of three children, viz: Francisco aged eight, Maria Antonia aged five, and Maria Francisca aged one year. He names his wife tutrix and curatorix for the children and appoints as his testamentary

executors, his wife and Pedro Maria Cavaret. These named qualify and with the Court's permission make an inventory of the estate.

Note: This document is in very bad condition, water soaked and faded with just a few words left here and there, mostly in the margin.—L. L. P.

October 8.

Francisco Joseph Le Breton vs. Luis Piot De Launay.

No. 21. 112 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

To collect a debt.

The record is useful for its history of the LeBreton family and their financial affairs, particularly those of Cesaire LeBreton, who was assassinated by the negroes. See La. Hist. Qy., 1925, Vol. 8, p. 5.

The record opens with a number of exhibits. No. 1 is a receipt for a power of attorney which has been returned to the plaintiff which appears later in a Spanish translation; No. 2 is a statement of accounts showing an indebtedness of 49,561 livres, 11 sols, 3 deniers, and is dated May 5, 1763; No. 3 is an extract from the register of the Superior Council dated November 5, 1763, and No. 4 is also an extract from the same dated May 19, 1764.

Of these the procuration is the most important as it is an explanation of the claim. It is dated

in Paris August 2, 1773, and in substance is as follows:

Before the Counsellors of the King and Notaries in the Little Castle of Paris appeared Luis Cesaire Le Breton, Esquire, Counsellor of the King in His Court of Monnies in Paris, Lord of Bassan, Charmeaux and other places; resident of Paris on the Street of the Fasters, in the suburb of Monmartre, Parish of St. Eustace in Mr. La. Coudree's house, in his capacity as half owner in a plantation, buildings, mill, lands, negroes, etc., existing upon this said plantation and its dependencies situated in Louisiana, two leagues from New Orleans, besides all and every kind of movable and immovable property he owns in community with his deceased wife Marguerite Chauvin de la Freniere.

He wishes to divide the revenue from his late wife's share, one-half, among his four children, for this purpose he appoints his third son (Francisco Josef) Le Breton Dorgenoy, who lives in Louisiana, to act as his agent. His second son, Le Breton des Chapeles, having died, his share of the income goes to his heirs. He empowers this son, in his name to govern and administer the plantation and all its dependencies.

He does this because Mr. de Macarty has written him on behalf of his daughter, the widow of Le Breton

Deschapeles (Juan Bautista Cesaire Le Bretton, assassinated by his slave, see L. H. Q. Vol. 8, No. I), who does not wish to continue the management of the plantation after the end of the year. Mr. de Macarty has been authorized to act, temporarily, by the Government but this is prejudicial to the procuration sent before.

He tells his son to revoke this judiciary authorization amicably and to take over the plantation from his sister-in-law or her father by inventory for accounts, liquidations, letters, missives and all other papers made by his deceased son. He must examine into the conditions of things as he finds them, the improvements in clearing away timber, the increase in live stock and also the state and situation of the levee on the river.

When his agent has taken charge of and administered the plantation, at the end of the year and annually he must send to the constituent, his father, his one-half interest in the fruits and revenues of the plantation except a remission of ten per cent that he will deduct from the liquid revenues of the cited one-half in indemnification and satisfaction for his care and as a salary. This ten per cent is to be drawn out after the costs and charges of the plantation have been deducted.

Each year his agent must make a summary and concise statement of the fruits and products of the plantation, also the negroes, their young children and the herds. A sworn statement of all the expenses for the administration must be certified to as true by four notable persons of the Colony. This verified statement is not only for himself but for his two other children, in consideration of the minority of his daughter, Miss Le Bretton (Margarita Luisa Victoria Le Bretton.)

He gives him the right to ask a reckoning from his daughter-in-law, Mrs. Le Bretton, or her father, Chevalier de Macarty of the administration of the crops for the years 1770, 1771, 1772 and 1773, or better say from the day of the expiration of the lease made in favor of his deceased son, as since this time the constituent has not received more than 2125 livres in a bill of exchange and 1500 livres that Mr. Le Bretton Deschapeles has paid to him on account. Mr. Le Bretton must take these two payments into consideration in making a settlement with Mrs. Le Bretton or her father.

He further directs him to regulate accounts with Mr. Maxent and Mr. De Launay. The former owes him 20,600 livres as a remainder due on a sale of an out-building sold to him November 19, 1760 for 50,000 livres. The original of this act of sale is deposited with Mr. Garic, in New Orleans. The purchaser has already paid on account 19,400 livres in April, 1765, of which

10,000 were paid to Mr. De La Ferniere. He must be charged interest on the full sum of 50,000 livres from the day the debt began, said interest diminishing in proportion after the payment of the 19,400 livres.

Concerning Mr. De Launay ask him for a settlement of his account for 43,575 livres of principal that he was condemned to pay by the Superior Council to be paid in French money with interest for the entire purchase price of the plantation the constituent sold him, this amount not having been paid he took back his plantation. Mr. de Launay was condemned to pay the interest on the sum mentioned to serve as usufruct and indemnification (the actual amount to be paid is 7104 pesos, 5½ reales). After going into further details about his business affairs in Louisiana, Mr. Le Bretton signs in Paris before Messrs. Guillaume and De Barandel.

The other exhibits are a statement of Mr. De Launay's debts dated May 5, 1765, due Mr. Le Bretton in part payment according to a decree of November 5, 1763, the other dated May 19, 1764, is a certified copy of the proceedings held at a family meeting to consider the real property and slaves sold to Piot De Launay by Louis Cezaire Le Bretton. Both judgments condemn the former to pay the latter for debts incurred in the purchase of a plantation and negroes. The payment was to be made in 2900 livres and 100 boxes of indigo, the purchaser to repair the gallery of the main house, two expert carpenters to be named to testify to the wood and labor necessary for the reparation of the said gallery.

Upon the presentation of the foregoing exhibits Francisco Joseph Cezaire Le Bretton, through his attorney and representing his father in France, sets forth that Luis Piot De Launay owes the Le Bretton estate 7104 pesos, 5½ reales by a decree of the Council dated November 5, 1763. Interest was to be computed on 8715 pesos from said date until April 5, 1765 at 5 per cent. This debt was reduced by 1567 pesos, 5½ reales according to an account adjusted and signed by Mr. Le Bretton dated May 5, 1765. The petitioner goes into much detail about the debt, saying he has made many attempts to collect without success. He now asks for a writ of execution on the judgment already obtained from the Superior Council and that the debtor be ordered to acknowledge and verify the debt. Luis Piot De Launay is ordered to pay the debt within 15 days otherwise a writ of execution will be issued against him.

Luis de Launay denies the debt and asks to have the decree pronounced against him revoked as he has already paid either in cash or in indigo to Mr. Le Bretton or his agent, Nicolas La Freniere, whose receipt dated July 9, 1766 for 1500 livres appears later.

The two parties can not agree so the case is admitted to

proof. After much litigation the Court renders a definitive sentence which is handed down July 14, 1775, to the effect that considering all transactions between the interested parties that have already taken place, it condemns DeLaunay to pay Le Bretton 3955 pesos, $4\frac{1}{2}$ reales, the liquid remains of the debt with special condemnation as to costs which must be paid each one for his own with those in common to be paid by one-half each. Costs will be taxed by Andres Armesto. Le Bretton's share amounts to $570\frac{1}{4}$ reales and De Launay's to $596\frac{1}{4}$ reales or 74 pesos $4\frac{1}{4}$ reales.

When the required time has passed without an appeal being made Le Bretton asks to have the definitive sentence consented to and passed in authority of a thing adjudged. De Launay agrees and Unzaga on Odoardo's advice confirms the sentence on August 4, 1775. However, the debt, 3955 pesos, $4\frac{1}{4}$ reales, is not paid and Le Bretton asks for a writ of execution for this amount. The writ is issued but before it is served Mr. Le Bretton presents a certified copy of a receipt for 1600 pesos in gold and silver money and says the proceedings will be stopped until the last day of October of this year at which time De Launay has agreed to pay the rest up to the total amount due. The writ of execution to remain in force in case the remainder is not paid. A taxation of these last proceedings is made at 19 pesos, $7\frac{3}{4}$ reales.

Year—1774.

Oct. 12.

**Don Santiago Beauregard
vs. The named Estevan,
Carpenter.**

No. 3762.

Judge, Doctor Don Cecilio
Odoardo, Auditor of War.

Escribano, Garic.

This record is printed in full. It was evidently abandoned by Plaintiff after hearing Defendant's answer.

The defendant is Etienne Plauché, the ancestor of all Plauchés now living in Louisiana. He was the father of Gen. J. B. Plauché who led the New Orleans soldiers in the campaign that terminated in the Battle of New Orleans, January 8, 1815, and the great-grandfather of the Editor of the Quarterly.

Interrogatory by the tenor of which the named Estevan, carpenter has to be examined, which Don Santiago Beauregard claims to be of value to him in the proceedings that he has brought against the above for having used his carts and negroes to convey some lumber.

1. Firstly, if it is true that the two carts loaded with lumber that I took possession of yesterday at half past seven o'clock are his?
2. Item what permission has he to make use of my carts and negroes?
3. Item if it is true that he has had the said lumber conveyed by my carts from Bayou Saint John up to the city?
4. Item let him declare how many trips he (the negro) has had to

make, how much he was paid for each trip, in what money, and to whom he has made the payment?

Jues. Toutant Beauregard.

Fran^{co}. Broutin.

Don Santiago Beauregard by means of Don Francisco Broutin, Attorney at the Cabildo petition in due form and according to law before Your Honor, appearing and saying that on the ninth of the current month at half past seven o'clock at night, I, before Mrs. De Grandpré's house, heard carts going by and found two of them were mine, loaded with planks for ships, conducted by a negro, named Guillermo, whom I had rented from Mrs. San Germin at the rate of eight pesos a month; I questioned him as to whose orders he had to bring them here and to whom did they belong. After much difficulty he told me they belonged to the named Estevan, carpenter, of the river who lived opposite Pedro San Pe's house, at that time the said negro was a fugitive; he conveyed the carts in front of my house where the said Estevan, with much impertinence, came to reclaim them. In consideration of which may it please Your Honor to order the abovesaid under the sacredness of an oath, which he must not delay in taking, swear and declare by the tenor of the interrogatory which I duly present and done let it be delivered to me to use for the rights that belong to me. Therefore:

To Your Honor I pray that having presented the said interrogatory, may it please you to provide and order as I have petitioned as it is from justice, costs and I swear it is not from malice and it is necessary &a.
 J^{ques}. Toutant Beauregard. Fran^{co}. Broutin.

The interrogatory having been presented let him swear and declare to its contents as it is prayed, let (the taking of his declaration) be entrusted (to the escribano and done) let (the said declaration) be delivered (to Mr. Beauregard).
 (Signed) Odoardo.

Provided by Senor Don Cecilio Odoardo, Auditor of War and Lieutenant Governor of this Province for His Majesty who signed it in New Orleans the twelfth of October of the year one thousand seven hundred and seventy four.

(Unsigned).

Notifi- cation. The same day month and year, I, the escribano, notified Santiago Beauregard, in person, of the foregoing decree.

(Unsigned).

Declar- ation. In the city of New Orleans on the thirteenth of October of the year one thousand seven hundred and seventy four, I, the escribano, made known the foregoing decree to Estevan Plosest, of whom I received oath that he made by God, Our Lord and a Sign of the Cross, according to law under charge of which he promised to speak the truth and examined by the tenor of the foregoing interrogatory to each one of its questions he said as follows:

To the first he said that it is true that the carts belong to Don Santiago Beauregard and he answered.

To the second he said that the negro, Beauregard's driver, asked him to shorten the lumber for another negro belonging to Don Andres Jung, and that he, the witness, said "Yes" and a little after Mr. Beauregard's negro came without the cart, the witness told him that he must go to ask permission from his master and that the said negro went but he, the witness does not know if the negro went to ask permission, or not, because he has never seen him again. The witness does not know who has loaded the lumber, he only knows from the said Beauregard who has told him that he had taken possession of eighteen pieces of lumber loaded on two carts and he answered.

To the third he said that he referred to the foregoing and he answered.

To the fourth he said that they are the only trips that the said negro has made and that he, the witness, does not know of these same trips. It is true that he had promised four reales for each trip if he had his master's permission but that he has not paid them, because he does not know if he had gotten his master's permission to make the said trips as the witness had only encharged him to ask it for last Saturday at four o'clock in the afternoon and that the said Don Santiago Beauregard had told him that the trip was made on Sunday afternoon, which he did not know anything about as he had not seen any more of the negro. He answered that what he has declared is the truth under charge of his oath made, he is aged thirty seven years, and he signed to which I attest. Emended and made valid.

(Signed) Etienne Plauché.

The record ends here.

October 21.
Juan Renato Gabriel
Fazende vs.
Mr. de L'Hommer.
 No. 3769. 4 pp.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Juan B. Garic.

To collect a debt.

Plaintiff, who is agent in charge of the affairs of the King of France pending in this Colony, presents two exhibits, one dated Balise, January 1, 1766, and is Mr. de L'Hommer's receipt for flour received from Mr. Lecler, keeper of the stores at Balise during 1764 and 1765. On the back of this receipt are entries of payment which reduces the debt to 402 livres, 3 sols, 9 deniers. Exhibit two is an itemized statement of the transaction. On the strength of these two exhibits Fazende asks for a writ of execution as the defendant owes His Majesty the amount stipulated or 80 pesos, 3½ reales. Petition granted. The record ends here.

October 31.
**Juan Renato Gabriel
Fazende vs.
Joseph Maria Armant.**
No. 3772. 8 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect a debt.

be served who reports that Mr. Armant is absent from the city and makes his home in Natchitoches and therefore he could not put the writ into execution. The record ends here.

October 31.
**Juan Renato Gabriel
Fazende vs. The Succession
of Daniel Huberto La Croix.**
No. 3770. 7 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect a debt.

Plaintiff acting as above presents several exhibits of the defendants transactions in obtaining goods from the King's stores, making in all an obligation running from 1764 to 1768 and claims a debt in the King's name of 175 pesos, 4 reales, and asks for a writ of execution for this amount. Petition granted. The writ is entrusted to Nicolas Fromentin to

Plaintiff as above acting on behalf of the French King, presents a number of exhibits relative to transactions and purchases from the King's stores by the deceased de la Croix, which took place between 1754 and 1756, and asks for a writ of execution for the amount of the debt, viz: 106 pesos, 1 real. The writ is ordered issued. This ends the record.

November 7.
**Juan Renato Gabriel
Fazende vs. Antonio
Gilberto Maxent.**
No. 15. 49 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To collect various debts alleged to be due the former French government in Louisiana.

The defendant was a contractor for the public works and contends that the monies charged against him were expended for account of Aubry, the King's representative during and after the Ulloa regime, and that other sums were expended for the King's account and that no part of the claim is chargeable to defendant.

The suit is compromised.

The proceedings are the same as in the foregoing suits. Mr. Fazende as agent in charge of the affairs of the King of France in Louisiana, presents a statement of accounts running from 1762 to 1767, and claims a debt of 4589 pesos, 5 reales, and asks for a writ of execution. Petition granted, however, before it is served Maxent answers saying he owes 74 pesos, 6½ reales only and prays to have the sentence of execution revoked. He presents various interrogatorios upon which he would have witnesses called to answer.

He claims that he does not owe 1600 pesos, the price of a boat charged against him. This was used to take provisions and other

necessities to Arkansas as he was requested to do by Messrs. Aubry and Foucault.

Nor does he owe 881 pesos, 6 reales for the provisions delivered to the crew of the Frigate "El Volante," as this was paid to His Majesty by Carlos de la Chaise, Keeper of the Stores of this place.

He disputes another item of 23 pesos, 2½ reales for provisions consumed by the sailors who conducted the boat that took Nicolas Foucault when he went to visit Antonio Ulloa at the Balise accompanied by Luis Andry Nicolas La Size (Delasize), Ulloa's secretary (Riez), Mr. Faures, and many others.

Another item disputed is an entry of 717 pesos, 3½ reales as there was a shipwreck and the boat with all its effects was lost in the river above Natchez. This boat was going to Illinois for the King's account.

He does not owe the item of 390 pesos, 1 real for effects entrusted to him that the Keeper of the Stores never received because these said effects were delivered to Mr. Laclede Leguest in Illinois on Mr. San Angel's order, then Commander of Illinois. Laclede paid Angel for them. The witness called for him will testify to the truth of what he has just stated.

He asks also that Mr. Fazende present the estimate of the layout and measurements of the office or workshop that he (Maxent) made for His Majesty, where the Accountant Martin Navarro now makes his home, or a copy of the certification where will be clearly seen at the end the layout of measurements of the workshop. The full amount for the two boats came to 900 pesos. This debt has been reduced by the full amount of work that he, Maxent, has done at the workshop. When the layout of measurements has been presented to him it will be seen that he has paid for the boats with his labor. He asks to have this layout of measurements delivered to him so that he can prove what he alleges.

The writ of execution which was ordered issued is now put into effect by Carlos Juan B. Fleuriau, the sheriff, who seizes 26 slaves and places them with Joseph Ducros, general receiver, who receipts for them. These slaves are then appraised on Fazende's request, who names Francisco Liotau as his appraiser. Maxent consents and appoints Esteban de Quinones to act for him. Both qualify and make an estimate of the slaves seized.

The estimate for the layout for building the two boats which Maxent asked to have Martin Navarro present is filed here. According to this statement, between March 20, 1764, and January 29, 1765, Maxent received from the French Treasury 79,950 livres, 15 sols, 5 deniers for his building as contractor of the works for the King. This statement of accounts is taken from the registry of the Treasury, the original is certified to and signed by Messrs. Foucault, Bobe, Destrehan and Thomassin. The documents to sustain this have been sent to the Court of France. This copy is made and signed by

Fazende October 28, 1778. (It is called in the text "the estimate of the layout or measuring of the counting house where the Contador Martin Navarro now lives.") Maxent still claims that he owes 74 pesos, 7½ reales only.

February 8, 1775, Unzaga on Odoardo's advice summons the two litigants for the definitive sentence but before it is pronounced, though more than a year later, May 8, 1776, Maxent pays Fazende 2938 livres, 5 sols, 8 deniers. This payment has been arranged by notarial act, a copy of which he asks to have filed with the suit and the case dismissed, and the costs taxed. The Court agrees to cancel the suit and orders Andres Lopez Armesto to tax said costs. The certified copy of the agreement to compromise ends the suit. The debt being arranged the embargo is raised and the seized property returned to the owner.

November 8.

Succession of Juana Kerrole, wife of Luis Populus de San Prother.

No. 3779. 100 pp.

Courts of Alcaldes Nicolas Forstall, Carlos de la Chaise, and Santiago Livaudais. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

The record opens with the filing of the will, dated April 27, 1774, by which the testatrix, whose name is spelled Kerrourete or Kerouret, says she is a native of Villa del Poulay, Bishopric of Vanes in Brittany, Province of France, daughter of Francisco Kerrole and Jacaba de Kerma-beau and wife of Luis de Populus de San Prother. She is sick in

body and a paralytic in her right arm.

She declares she was married three times, her first husband was Esteban Dubourdieu, Senor de Heullet, whom she married August 24, 1724; her second husband was Bertrand Joseph Boissy whom she married September 26, 1736; and her third, Luis Populus, whom she married June 18, 1758. She has had no children by any of her marriages nor has she any forced heirs.

By her marriage contract she made a donation intervivos of all her estate except 1200 pesos, which she may dispose of at her will. She confirms and ratifies this donation to her husband and likewise the other dispositions made in her marriage contract in favor of Maria Populus, 1000 pesos and 200 to the two brothers of Maria (her step-children) which must be taken from the body of her estate.

The 1200 pesos extra that she has reserved she disposes of in this manner: to Juana Grondel, wife of Alexandro Latil, 300 pesos; to the children of Mr. and Mrs. Carlier, residents of Guarico, 300 pesos to be divided equally among them; to Agatha Pinsd , called Bolonais, 200 hard pesos; to Ferdinand Pradier, her god-son, 200 pesos. In remuneration for good offices made to her daily she wills 25 pesos to Thomas Poree. She appoints Francisco Braquier her testamentary executor

and gives him the necessary power to sell her property at public auction and to settle her succession.

Braquier presents the foregoing will and asks to make the inventory with the consent and assistance of the interested parties. Forstall on Odoardo's advice orders the inventory taken and also that the executor and guardian must name an appraiser, the heirs and legatees doing likewise. Braquier names Francisco Liotau who qualifies. Luis Populus' son (stepson) of age, absent, appoints Francisco Broutin, as attorney to look after his interests. Luis Populus de St. Prothes names Esteban de Quinones as his appraiser, Maria Joachine Populus de San Prothes grants her power of attorney to Thomas Poree upon leaving for France. Thomas Poree having died in the meantime, his widow, Maria Vicente or Vincente, represents her husband's client.

On November 14, 1774, the inventory is begun in the presence of Alcaldè Nicolas Forstall and the escribano, Juan B. Garic. There were also present appraisers Francisco Liotau and Esteban de Quinones, Francisco Braquier, testamentary executor, Leonardo Mazange, Francisco Broutin, attorneys representing Alexandro Latille for his wife, Maria Vicente, widow of Thomas Poree, empowered by Maria Jacine or Joachine Populus, Luis Pradier and Thomas Poree, legatees.

The estate consists of household furnishings, wearing apparel, slaves, and papers. Among these are the testatrix' marriage contracts with her first and second husband. The other papers mostly refer to leasing slaves, or leaving them in trust for debts, receipts, etc. As the deceased has left some wrought silver, this has to be appraised separately, and at the request of Luis Populus and his son this is done by Pedro Coudrain, a silversmith, who values the table silver at 32 pesos, 1 real.

The interested parties then ask to collect outstanding debts and to sell the estate to save expenses and to effect a partition.

At this stage of the proceedings the testatrix' husband presents a codicil that his wife added to her will dated August 11, 1773, by which she wishes to free a slave named Francisca, aged 38, that she inherited from her husband, Mr. Boissy, on condition that she serve her husband for the rest of his life.

The house furnishings, wearing apparel and silver are offered at auction and adjudicated to the highest bidders. The heirs ask to have this sale approved and that all abide by it. As this sale brings so little they ask for a sale of the slaves. Luis Populus says that among them is one named Marguerite who suffers continually from heart disease which was unknown to the appraisers when they put a value on her which is in excess of her real worth; he asks to have her reappraised.

In March, 1775, the case is resumed in Alcalde de la Chaise's Court. Three public calls are given and the slaves offered for sale at auction, one at a time and in each case adjudicated to the highest bidder.

After the sale Luis Antonio Decallogne, Nicolas Lambert, Pedro Chabert, Simon Calpha, Luis and Joseph Populus, creditors suing Luis Populus (another folio Concursus of Creditors vs. Luis Populus), say that all the property of Mrs. Populus has been sold except Marguerita, the slave with a bad heart, who was appraised at 200 pesos. They ask that she be re-appraised with her infirmity taken into consideration. The Court orders a new appraisal made of Marguerita which is effected by Esteban Joseph de Quinones and Francisco Lio-tau at 80 pesos. She is offered for sale at auction and sold to Antonio Reboul for 30 hard pesos.

The creditors ask for a taxation of costs of this succession which must be taken from the body of the estate. The Court orders Manuel Andres Lopez Armesto to tax the costs of the succession, which he does on April 15, 1776, at 97 pesos, 3 reales. The body of the estate must pay 97 pesos, 3 reales, Luis Populus must pay 39 pesos, 1 real, and Maria Poachina Populus 35 pesos. There is a table of general costs amounting to 103 pesos, 1 real, without stipulating who is to pay this tax, probably the universal legatee, Luis Populus de St. Prothier. There is an earlier taxation made by Garic January 26, 1775, of the proceedings in Alcalde Forstall's Court. There is no indication that these costs or the legacies were ever paid. The succession is evidently merged in the Concursus of the creditors of Populus, as the creditors insist on holding his inheritance from his wife's estate.

November 11.
**Juan Baptiste Samuel
 Pellier vs. The Succession
 of Juan Baptiste Grevem-
 berg.**
 No. 3789. 14 pp.
 Court of Governor Unzaga.
 Escribano, Juan B. Garic.

Plaintiff, as syndic for the cred-
 itors of Wilhiem Christian Em-
 merth of La Rochelle, France,
 presents a number of exhibits, a
 procuration and original notes.

He claims that J. B. Grevem-
 berg, called Flaman, or his suc-
 cession, owes his clients through
 debts to Emmerth, namely, 1200
 pesos for the full amount of the
 debt besides 1223 pesos for in-
 terest due and running from 1765 in virtue of the protest of
 the notes which brings the debt up to 2383 pesos, 3½ reales.
 He asks for a writ of execution for this amount.

To collect a debt.

This petition is sent to Ana Judith Chenal, widow of the
 deceased Juan B. Grevemberg, called Flamand, who claims
 her husband has paid this debt and asks to have the suit dis-
 missed, the plaintiff paying costs.

Mr. Pellier does not answer for three months and then
 alleges the widow's exceptions are frivolous and asks to re-
 ceive his legitimate payment. Mrs. Grevemberg still main-
 tains that the notes were paid and the case is ordered to pro-
 ceed to trial. Signed by Galvez. This ends the proceedings.

The last entry, June 12, 1775, is signed by Unzaga.

November 16.

**Santiago Jacquelin vs.
Juan B. Macarty.**

No. 3776. 2 pp.

Cecilio Odoardo, acting as
Judge.

Escribano, Juan B. Garic.

Defendant summoned to
give information.

asks that Macarty be ordered to declare and acknowledge that
this debt exists. Odoardo orders him to do so.

November 24, plaintiff declares they have come to an
agreement and asks to have the notes returned and the costs
taxed which he will promptly pay. This ends the record.

NOTE:—Odoardo besides being Assessor General and Auditor of War (legal adviser) was also Lieutenant Governor and possibly acted in this and the subsequent cases owing to the absence or indisposition of the Governor or perhaps for some reason personal to the latter.—L. L. P.

November 17.

**Santiago Jacquelin vs.
Luis Morant.**

No. 3777. 6 pp.

Cecilio Odoardo acting
Judge.

Escribano, Juan B. Garic.

To collect a note.

Plaintiff presents a note for 86
pesos, 4 reales, dated December
20, 1771, signed Docmeny de Mo-
rand, which he asks to have ver-
ified. This being done he asks
for a writ of execution, which is
ordered issued.

December 5.

**Manuel Lopez Luby vs. The
La Caze Succession.**

No. 8. 4 pp.

Court of Governor Unzaga.

No Assessor named.

Escribano, Andres Almon-
ester.

To collect a note.

Plaintiff presents a note for 30
piastres dated September 23,
1767, signed La Caze, and asks
that the deceased's widow ver-
ify her husband's signature. The
record ends here.

December 9.

**Santiago Jacquelin vs.
Vincent Morant.**

No. 3778. 6 pp.

Cecilio Odoardo, acting
Judge.

Escribano, Juan B. Garic.

To collect several notes.

Jacquelin presents three original
notes and one statement of ac-
counts all dated December, 1771,
and asks to have a debt of 187
pesos, 4 reales verified and paid.
The defendant is absent. This
calls for a writ of citation which
is ordered issued and is served
by Nicolas Fromentin, deputy
sheriff, who reports the fact to the escribano, January 28, 1775.

(To Be Continued)

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November 16.

**Santiago Jacquelin vs.
Juan B. Macarty.**

No. 3776. 2 pp.

Cecilio Odoardo, acting as
Judge.

Escribano, Juan B. Garic.

Defendant summoned to
give information.

asks that Macarty be ordered to declare and acknowledge that this debt exists. Odoardo orders him to do so.

November 24, plaintiff declares they have come to an agreement and asks to have the notes returned and the costs taxed which he will promptly pay. This ends the record.

NOTE:—Odoardo besides being Assessor General and Auditor of War (legal adviser) was also Lieutenant Governor and possibly acted in this and the subsequent cases owing to the absence or indisposition of the Governor or perhaps for some reason personal to the latter.—L. L. P.

November 17.

**Santiago Jacquelin vs.
Luis Morant.**

No. 3777. 6 pp.

Cecilio Odoardo acting
Judge.

Escribano, Juan B. Garic.

To collect a note.

Plaintiff presents a note for 86 pesos, 4 reales, dated December 20, 1771, signed Docmeny de Morand, which he asks to have verified. This being done he asks for a writ of execution, which is ordered issued.

December 5.

**Manuel Lopez Luby vs. The
La Caze Succession.**

No. 8. 4 pp.

Court of Governor Unzaga.

No Assessor named.

Escribano, Andres Almon-
ester.

To collect a note.

Plaintiff presents a note for 30 piastres dated September 23, 1767, signed La Caze, and asks that the deceased's widow verify her husband's signature. The record ends here.

December 9.

**Santiago Jacquelin vs.
Vincent Morant.**

No. 3778. 6 pp.

Cecilio Odoardo, acting
Judge.

Escribano, Juan B. Garic.

To collect several notes.

Jacquelin presents three original notes and one statement of accounts all dated December, 1771, and asks to have a debt of 187 pesos, 4 reales verified and paid. The defendant is absent. This calls for a writ of citation which is ordered issued and is served by Nicolas Fromentin, deputy

sheriff, who reports the fact to the escribano, January 28, 1775.

(To Be Continued)

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