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File #119) PROCEEDINGS INSTITUTED BY NARCISO
 Apr. 1, 1789.) ALVA AS OWNER OF THE BRIGANTINE
 Judge: Estevan) "AMABLE CELESTE" IN ORDER TO RECOV-
 Miro.) ER THE VALUE OF AN ANCHOR AND ITS
 CC: R. Perdomo.) STOCK FROM THE UNDERWRITERS OF SAID
 P. 1 to 8.) VESSEL.
 Spanish.)
 _____)

Narciso Alva, a resident and merchant of New Orleans, as owner of the brigantine "Amable Celeste", instituted proceedings in order to prove that while preparing to weigh anchor with a cargo of tobacco for Veracruz, Mexico, under the command of Captain Lorenzo Delvaux and owing to strong winds and the failure of having bow-fast said vessel lost its anchor and stock and he was compelled to purchase a new anchor from Clemente Baudin for 165 pesos 5 1/2 reales and a new stock from Arnaldo Magnon for 12 pesos. In order to prove his claim and so as to recover the value of the said anchor and stock from the underwriters of his vessel, the petitioner presented a certified copy of the declaration rendered by Captain Delvaux in connection with the loss suffered and two receipts signed by Baudin and Magnon who, upon petition from Alva, acknowledged the contents thereof and the signatures affixed thereto.

The petitioner then in order to enforce his claim applied for a certified copy of the records of these proceedings which the Court granted after having approved and declared as sufficient the evidence he presented.

The Court also ordered the petitioner to pay for said copy and for the costs of these proceedings which amounted to nine pesos six and one half reales.

File #2283.)	
Apr. 1, 1789.	)	SUCCESSION OF SALOMON MALLINES.
Judge: Estevan Miro.)	
CC: P. Pedesclaux.)	
P. 1 to 96.)	
Spanish.)	

The Court was informed that Salomon Mallines had died of blows given him by Juan Bautista Deflandre, leaving a last will and testament in which he instituted Maria Rillieux, his wife as testamentary executrix of his estate. He also appointed her tutoress and curatrix of his minor children Maria Emelia Rosella and Salomon Mallines who he instituted as his legitimate heirs.

The Court attested the death of Mallines and took charge of the keys of his residence to protect his estate, making an inventory and appraisal of it and of his documents.

The Court found that the succession of the deceased had not been closed therefore it appointed Francisco Dupy Curator-Ad-litem for the minors Emilia Rosalia and Juan Bautista Salomon Mallines in order that he may look for the interests of the minors in the closing of the succession.

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File #2172)
Apr. 2, 1789.)
Judge: Joseph)
de Ortega.)
CC: P. Pedesclaux.)
P. 1 to 4.)
Spanish.)

PROCEEDINGS INSTITUTED BY LUIS
BRUNO GIREAUDEAU TO SELL A YOUNG
NEGRO NAMED CHERVUBIN.

Luis Bruno Gireau, a resident of New Orleans, petitioned the Court to order the Court Clerk to draw a deed of sale of a young bush negro named Chervubin whom he purchased in the French Guarico to use as his servant during his voyages and whom he now wishes to sell to the person he will name later.

The Court ordered the petitioner to prove by information from witnesses his ownership of the said negro which he did to the satisfaction of the Court, in view whereof the court granted his petition and ordered him to pay for the costs of the proceedings which amounted to five pesos and six reales.

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File #2287)	CASE OF
Apr. 2, 1789.)	JUAN MONGET LALIMME
P. 1 to 3.)	VERSUS
Judge: Don E.)	THE SUCCESSION OF DON LUIS BOIS-
Miro.	)	DORE.
CC: P. Pedesclaux.)	
Spanish.)	

The plaintiff, a resident of this city, brought action to recover from the succession of Don Luis Boisdore, the past due sum of 140 pesos, for personal work that the petitioner rendered to said deceased Boisdore, as evidenced by the account presented, wherefore, petitioner begs the Court to order that from the proceeds of the sale of the property of said succession his claim be paid in preference to other creditors.

On Apr. 2, 1789, the court ordered to bring the record to court and to forward a copy of the plaintiff's petition to the widow of said deceased, but he was informed that she was residing in the country.

The record is incomplete.

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File #2296)
Apr. 2, 1789.)
Judge: Don E.)
Miro.)
P. 1 to 6.)
CC: P. Pedeschaux.)
Spanish.)

PROCEEDINGS INSTITUTED BY CARLOS
NORWOOD, FOR THE PURPOSE OF OB-
TAINING A PERMIT TO SELL A NE-
GRESS SLAVE OF HIS OWNERSHIP.

Don Carlos Norwood, a resident of this City hav-
ing purchased certain negress slave in a private sale
from Don Jorge Proffit, and Don David Ross, for the
sum of 280 pesos petitioned the court to issue him
a license in order that he may be able to dispose of
said slave.

In compliance with the aforesaid petition the
Court ordered the two persons who signed the bill
of sale to acknowledge their signatures affixed there-
to which they did, in consideration whereof the court
granted the petitioner's request.

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File #2333)
Apr. 2, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish and French.)

CASE OF
GABRIEL RAFATHE
VERSUS
JUAN BAUTISTA LUQUET.

The plaintiff, a resident of New Orleans, through his attorney, Felipe Guinault, brought action against the defendant, a resident of the Post of Cabahannoco, to recover the sum of 550 pesos value of a certain small plantation which the plaintiff sold and surrendered to the defendant as per the document he presented to the Court whereby the defendant acknowledged to have received the said plantation and to owe the sum claimed. Wherefore he petitioned the Court to issue a warrant directing Miguel Cantrelle, Commander of the Post of Cabahannoco, to compel the defendant to pay said sum and once he has done so to remit it to this city.

The Court granted the plaintiff's petition.

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File #2364)	CASE OF
Apr. 2, 1789.)	JUAN BAUTISTA WILTZ
Judge: Estevan)	VERSUS
Miro.)	SUCCESSION OF PEDRO BIDOU HERBERT.
CC: P. Pedesclaux.)	
P. 1 to 9.)	
Spanish and French.)	

The plaintiff, a resident of New Orleans, filed suit to recover the sum of 216 pesos for various personal services rendered to the deceased Pedro Bidou Herbert, as per the itemized statement he presented, signed by him. The plaintiff petitioned the Court to order that he be paid said sum from the funds of the succession.

Pedro Sauve, testamentary executor, Antonio Mendez, attorney for the widow of the deceased, and Santiago Felipe Guinault, Curator ad litem of the minor heirs, were notified of the plaintiff's petition and promptly agreed to the payment of his claim, in view of which the Court ordered the testamentary executor to do so in preference to the claims of other creditors giving as reason the fact that the plaintiff's claim arose from personal work.

The costs of the proceedings amounted to ten pesos and five reales.

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File #2375.)
Apr. 2, 1789.)
Judge: Don E.)
Miro.)
CC: P. Pedesclaux.)
Spanish.)
P.1 to 2.)

PROCEEDINGS INSTITUTED BY
DON JUAN BTA. SEIZANT, FOR
THE PURPOSE OF OBTAINING A
PERMIT TO SELL TWO NEGRO
SLAVES OF HIS OWNERSHIP.

Don Juan Bta. Seizant filed a petition for a permit to sell at public auction two negro women slaves that he bought from Don Josef Villard.

The Court granted his petition, and the Court Clerk announced said slaves at public auction for three consecutives times, and although there were several persons present, no bidder appeared.

The record is incomplete.

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File #2328)
Apr. 3, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 8.)
Spanish.)

CASE OF
GABRIEL RUFAT
VERSUS
PEDRO BOURG.

The plaintiff, a resident of New Orleans, instituted proceedings to recover the sum of 1575 pesos, value of two slaves sold to the defendant, alleging that on several occasions he had demanded payment, the defendant failing to comply; wherefore, he begged the Court to order the defendant to appear and under oath declare whether the mark affixed to the promissory note presented was his and whether he owed the sum claimed; he also requested a copy of the defendant's declaration to use at his convenience.

The plaintiff's petition was granted, but the Court's decree could not be carried into effect because the defendant was absent from the city at the time.

The plaintiff then, having learned that the defendant was at his plantation situated in the district of Cabahannoce, petitioned the Court to issue a warrant instructing Miguel Cantrell, the Commandant of said district, to enforce the Court's decree, seizing enough of the defendant's properties to satisfy the sum claimed once he admitted that he owed it, and in the event he had no properties the plaintiff further petitioned the Court to compel said commandant to pay the sum in question as guarantor of the defendant as evidenced by the promissory note presented, which bore his signa-

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ture.

The Court issued the warrant requested which was not necessary to carry out because the defendant paid the plaintiff's claim in full, in view whereof and on plaintiff's petition the promissory note in question was detached from the records and delivered to the defendant who was ordered to pay for the costs of the proceedings which amounted to seven pesos and seven reales.

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File #110)
 Apr. 16, 1789.)
 Judge: Estevan)
 Miro.)
 CC: R. Perdomo.)
 P. 1 to 78.)
 Spanish and English.)

CASE OF
 THOMAS DURNFORD
 VERSUS
 ALEXANDER MOORE.

The plaintiff, a merchant of New Orleans, filed suit to recover the sum of 300 pesos, value of three earthenware crates, alleging that the defendant agreed with David Hodge, also a merchant of New Orleans and agent of the plaintiff, to purchase the said crates from him; that after closing the agreement the defendant asked Hodge to hold them in his store until said defendant had an opportunity to ship them to Natchez; that the defendant also asked Anthony Bennet, Hodge's clerk, to make a copy of the invoice of the said merchandise which he did, and that in the meanwhile a fire destroyed said crates, the defendant then refusing to pay for them. The plaintiff's allegations were corroborated by David Hodge and by his clerk.

In answering the plaintiff's suit, the defendant contended that he did agree to purchase the three crates in question on the condition that he would pay for them when David Hodge delivered to him the invoice thereof which Hodge failed to do before the fire destroyed them, and he also admitted to have asked Hodge to keep temporarily in his store the said crates if he like them as described in the invoice, but did not actually see the merchandise which was only described to him. The defendant further contended that from Hodge's failure to deliver him the said invoice he inferred that Hodge had disposed of them in some other manner, and that since Hodge failed to deliver him the invoice before the fire destroyed the crates he was not obliged to pay for them. This last contention of the defendant was refuted when David Hodge and his clerk Anthony Bennet rendered declarations, the first stating that the invoice aforementioned was made by his clerk upon the closing of the deal; that the crates re-

mained in his store on account of the defendant and that neither the crates nor the invoice could be delivered because they were destroyed by the fire of March 21, 1788. Clerk Anthony Bennet declared that on one occasion he met the defendant who asked him for the said invoice and upon being informed that it had already been made answered that he would go that same day to get it which he failed to ^{do} and that he knew the crates in question had remained in Hodge's store on the defendant's account.

After due consideration of the facts, the Court rendered judgment in favor of the plaintiff, holding that he proved his allegations whereas the defendant did not prove his exceptions. Wherefore the Court ordered the defendant to pay the 300 pesos claimed plus the costs of the suit.

The defendant appealed the Court's decision, and because the amount of the claim did not exceed 300 pesos the case was referred to Carlos De Reggio and Francisco Pascalis de la Barre, Aldermen of the City Council, but later the court decided that the said Aldermen had no jurisdiction over the matter and affirmed its judgment.

The costs of the suit amounted to 76 pesos and the appeal to 25 pesos and four reales.

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File #2087) PETITION FILED BY DON IGNACIO JOSEF
 Apr. 20, 1789.) DE LOVIO, FOR THE PURPOSE OF PROVING
 P. 1 to 8.) THE LOSS THAT HE SUSTAINED IN THE
 Judge: Don E.) FIRE THAT OCCURRED ON MARCH OF THE
 Miro.) PREVIOUS YEAR.
 CC: R. Perdomo.)
 Spanish.)

Don Ignacio Josef de Lovio, petitioned the Court to issue a certificate to prove the losses that he suffered in the fire which occurred on March 21, of the previous year, and that the facts would be substantiated by the witnesses he would produce in court. He wished the following statements to be corroborated:

First: Whether in said fire, the petitioner lost his residence adjoining the back yard of the house of Don Vicente Nunez, where said fire started. Second: Due to the violence of the fire, petitioner was unable to save any of his belongings with the exception of two barrels containing some documents, and clothes, for which reason petitioner went to live in the house of Don Manuel Serrano. Third: The petitioner was forced to send his wife and his young son to his mother-in-law in Havana, Cuba, because he was unable to support them, due to lack of funds. Wherefore, for his protection he begged the Court to issue an original certificate with copies.

On Apr. 20, 1789, by order of the Court, Don Ignacio Josef de Lovio, presented his witnesses to Court, who after being duly sworn stated: That all what said Lovio declared in his petition was true. The Court after hearing the witnesses, granted the certificate and copies requested by the petitioner.

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File #2291) PROCEEDINGS INSTITUTED BY SANTIAGO
Apr. 20, 1789.) MONLON AS TESTAMENTARY EXECUTOR OF
Judge: Josef de) THE ESTATE OF LAZARO ESTARDI TO
Ortega.) PROVE THE VALIDITY OF A CERTAIN
CC: P. Pedesclaux.) PROMISSORY NOTE SIGNED BY THE DE-
P. 1 to 3.) CEASED FELIPE CHESNE.
Spanish.)

Santiago Monlon, as testamentary executor of the estate of Lazaro Estardi, filed a petition in the insolvency proceedings instituted by the creditors of the deceased Felipe Chesne in order to have the widow of said deceased view the signature affixed to a promissory note he presented showing an unpaid balance of fifty pesos in favor of the deceased Lazaro Estardi as per endorsement of Monsieur Boyaval, and declare whether it was the signature of her deceased husband. The petitioner further requested the Court to deliver him the widow's declaration to use at his convenience.

In compliance with a court order, Eulalia St. Amand, widow of Felipe Chesne, appeared and recognized the said signature as that of her deceased husband and declared that the sum claimed was due the succession of Lazaro Estardi.

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File #2292.)
Apr. 20, 1789.)
Judge: Josef)
de Ortega.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish and French.)

CASE OF
SANTIAGO MONLON
VERSUS
SUCCESSION OF FELIPE CHESNE.

The plaintiff, a resident of New Orleans, instituted proceedings to recover the sum of thirty-eight pesos and six reales for bread furnished to the deceased Felipe Chesne as per his promissory notes and the itemized statement signed by the plaintiff who petitioned that since the properties of the succession were being sold and because of the nature of his claim the Court order that it be paid in preference to those of the other creditors.

In compliance with a Court decree, the Clerk compared the promissory notes with the itemized statement and found it to be correct, and Eulalia St. Amand, widow of Felipe Chesne, recognized the signatures affixed to said promissory notes as those of her deceased husband and declared the plaintiff's claim as legitimate. The Court decided to keep said notes and not to add them to the records of the case in order to avoid confusion.

The record is incomplete.

File #165.	)	CASE OF
Apr. 21, 1789.	)	DON JUAN LAFITTE, MERCHANT
P. 1 to 36.	)	VERSUS
Spanish.	)	COL. DON GILBERTO ANTONIO DE
Judge: Gov. Estevan	)	ST MAXENT LT. GOVERNOR.
Miro.)	
CC: Don Rafael Perdomo.)	

Attention is called to this case as the defendant was an influential official of this Province who either pressed by his debts or relying on his station tried to impose on an ordinary merchant.

Colonel, Lieutenant Governor Don Antonio de St. Maxent (the defendant) was given a promissory note for 20,000 livres by one Laclede Siguet, which note St. Maxent endorsed to Don Juan Lafitte (the plaintiff) merchant in this city, for value received. After the note became due and was protested the plaintiff made a trip to France and left the aforesaid note in the hands of Don Leonardo Mazange for collection.

When the defendant was called upon to pay the note he directed Mazange (the collector) to see one Miguel Labranche who made a part payment of 12,945 livres for account of St. Maxent. Mazange then reported said payment to St. Maxent who asked to see the note which he kept for three days. When Mazange went back to get either the balance due or the note he was greatly surprised to find that St. Maxent had deliberately converted that note into a receipt by merely acknowledging the 12,945 livres Miguel La-

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branche paid for his account directly above his (St. Maxent) signature on the reverse of the note, which signature originally he had affixed as endorsement. Mazange was at a loss to understand St. Maxent's attitude; however, due to the latter's station he refrained from calling his attention to the matter and left with the note.

In the proceedings which followed, the Court tried to dodge any responsibility by referring the case to the receivers who at that time were representing the absent creditors of St. Maxent. The receivers felt very much embarrassed and tried to shirk the task, but the Court insisted quite emphatically that they had to handle this affair, however they kept a respectful silence and when the plaintiff, growing impatient, petitioned the Court for action, he obtained no satisfaction from the defendant, who claimed that as the note was then overdue 10 years he did not owe anything. In reply the plaintiff asked how he was to collect, Did not Laclede Siguet who gave the note to St. Maxent die of grief when St. Maxent himself had the unkindness to seize all his property? In 1783 when the plaintiff came back from France the defendant owed him 60,000 pesos for the chartering and cargo of the frigate "Margarita" of which the defendant still owed at the time of the trial 50,000 pesos plus the amount of the note in dispute. Did not the King seize all St. Maxent's property at the beginning of 1784? How was he to collect anything under such circumstances? When St. Maxent failed to pay the note the plaintiff had it protested so he might not lose his legal rights; the defendant was notified of it and did not give any reply, which proved that he acknowledged that debt. In view of these facts the plaintiff prayed the Court to seize any property the defendant might have.

St. Maxent through his attorney Don Antonio Mendez petitioned the Court to translate the note in

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question which petition was granted.

For whatever reason the record ends here the
outcome of the case is unknown.

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Continuation
of record
is at
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File #2040.)
Apr. 21, 1789.)
P. 1 to 8.)
Judge: Don E.)
Miro.)
CC: P. Pedesclaux.)
Spanish.)

CASE OF
DON ALEXANDRO BAURE
VERSUS
DON ANTONIO BOISDORE.

The plaintiff, brought action alleging that the deceased Don Luis Boisdore, mortgaged to him a milk-dairy located in Opelousas, that he owned in partnership with his brother Don Antonio Boisdore, as guaranty for various sums of money that the petitioner loaned to said deceased, and that now said Don Antonio Boisdore, sold half of that mortgaged milk-diary. Wherefore, he begs the Court to order said Boisdore, to pay him the equivalent of the share that correspond to his deceased brother.

The defendant answered the preceding petition contending that he bought the share of said dairy without knowing that it had been mortgaged in favor of said Baure, and that he had no objection that the Court annul this transaction, provided that he would be allowed to sue the estate of his deceased brother in order to recover the money that he had already paid for the share in question.

After the Court examined the records, granted the defendant's petition, and nullified the transaction involving the share that belonged to said deceased.

The record is incomplete.

File #2081)
Apr. 21, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 217.)
Spanish.)

CASE OF
ILARIO BOUTET
VERUS
CARLOS LORTY.

The plaintiff, a native of the post of Attakapas residing provisionally in this city filed suit against the defendant to recover the sum of 12,000 pesos.

The complainant alleged that he gave the defendant 12,000 or more pesos worth of merchandise to be sold for his account; that the defendant failed to comply with part of the agreement and refused to render an account of the business, therefore petitioner prayed the Court not to issue a passport to the defendant who was planning to leave the City for said post of Attakapas and to compel him (the defendant) to submit the account in question within the time prescribed by the law.

The Court ordered that a copy of the plaintiff's petition be forwarded to the defendant, who was enjoined from leaving the City by the Court.

The defendant in answer to the plaintiff's petition contended that he had come to this City two months ago for the purpose of rendering the plaintiff an account of the merchandise entrusted to him but that the plaintiff had refused to examine it and instead instituted proceedings against him without any founded reason; therefore he prayed the Court to order the plaintiff to examine his account within the time of threeé days.

The Court ordered the Clerk to forward a

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copy of the defendant's answer to the complainant and instructed him to examine the account in question within the term of six days.

The defendant presented his account but the plaintiff did not accept it, contending that the account was presented without any documents to credit it, and therefore he petitioned the Court that the account be examined by arbitrators, one for each part, who will decide accordingly.

The arbitrators appointed examined the account presented by the defendant and they found it to be correct, deciding that the defendant must surrender to the plaintiff all the promissory notes and other documents which he has in his possession covering the merchandise which he sold on credit and which amounts to 8899 pesos 1 1/2 reales; and to pay him cash the sum of 3,658 pesos 1 1/2 real to complete the payment of the value of the merchandise which was entrusted to him.

The Court approved the decision of the arbitrators but the defendant appealed the case to the Supreme Court contending that the salaries he earned from the plaintiff to sell the merchandise was not deducted from the cash amount which he was ordered to pay the plaintiff.

The record does not show the decision of the Supreme Court.

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File #2069)	
Apr. 21, 1789.)	
Judge: Don Josef)	CASE OF
de Ortega.)	DON ALEXANDRO BAUDIN
P. 1 to 17.	)	VERSUS
CC: P. Pedesclaux.	)	DON LUIS LALANDE DAPREMOND.
Spanish.)	

The plaintiff, a merchant of this City, instituted proceedings to recover from the defendant, the past due sum of 991 pesos and 4 reales, alleging that although he requested said sum the defendant failed to pay. Wherefore, the petitioner begged the Court to compel the defendant to acknowledge his signature on the promissory note and declare whether he owed the sum claimed.

On Apr. 21, 1789 in compliance with the Court decree the defendant appeared in Court and acknowledged the plaintiff's claim.

The plaintiff, further petitioned the Court alleging that in view of the fact that the defendant had promised to pay part of the sum claimed, petitioner be delivered the promissory note presented, and the defendant be ordered to pay for the costs of the proceedings which amounted to 18 pesos and 7 reales. The Court after having examined the records granted the plaintiff's petition.

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File #2153
Apr. 21, 1789.
Judge: Estevan
Miro.
CC: P. Pedesclaux.
P. 1 to 13.
Spanish French and
English.

CASE OF
MARIA GAUDIN, WIDOW OF JUAN
VILLENEUVE,
VERSUS
OLIVERO POLLOCK.

The plaintiff, a resident of New Orleans, through her attorney Felipe Guinault, instituted proceedings to recover the sum of 370 pesos, balance due on a certain bill of exchange drawn on the defendant by G. R. Clark, of Virginia, to the order of Margarita Millon who indorsed it to Juan Villeneuve, deceased husband of plaintiff. The plaintiff presented as evidence of her claim the said bill of exchange and a letter dated March 29, 1779, addressed by Margarita Millon to the Count of Galvez, then Governor of Louisiana, asking him to order the defendant to pay said bill, the Count having written on the back of the letter an order directing the defendant to pay or present himself to give an account on said bill.

The record shows that the defendant, in compliance with Galvez's order, paid thirty pesos, but in answering the plaintiff's suit he declared that he did so as a donation to Margarita Millon who was in a critical financial condition at the time, but not on account of the said bill, the payment of which he rejected because he had no funds belonging to Clark. Witnesses Sufroy Monbrun and Alex Reaud testified that on one occasion the defendant had told them he had donated thirty pesos to Margarita Millon because he had been asked by Count of Galvez

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to help her in connection with the bill of exchange in question because she needed financial aid.

The Court dismissed the plaintiff's suit.

Note: Evidently when Gov. Galvez ordered the defendant to pay the bill in question or give an account on same, the defendant explained Gov. Galvez that he had no funds belonging to Clark nor did he owe Clark anything, which fact entirely cleared him from any obligation to honor the said bill, in view of which the Governor, bearing in mind the critical financial condition of Margarita Millon, asked him to help her in whatever he could which he did by donating to her the sum of thirty pesos. Under these circumstances the Court dismissed the case.

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DOCUMENT NO. 2095.
BOX 54.

File #2164.)
Apr. 21, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 7.)
Spanish and French.)

CASE OF
LOUIS GIOVELLINA
VERSUS
SUCCESSION OF PEDRO BIDOU HEBERT.

The plaintiff, a surgeon of New Orleans, filed a petition to have the Court order Pedro Sauve, testamentary executor, to pay him the sum of thirty-one pesos for professional services and medicines ministered to the deceased Pedro Bidou Hebert, as per the account presented.

The testamentary executor and Antonio Mendez, attorney for the widow of the deceased, and Felipe Guinault, curator ad litem of the minor heirs, acknowledged the legitimacy of the plaintiff's claim and agreed to the payment thereof, in view of which the Court ordered the testamentary executor to do so as soon as he had funds belonging to the succession.

The testamentary executor complied with the court order.

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

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File #2214
Apr. 21, 1789.
Judge: Josef de Ortega.
CC: P. Pedesclaux.
P. 1 to 6.
Spanish.

CASE OF
LUIS DELALANDE DAPREMONT
VERSUS
MONSIEUR CROIZE.

The plaintiff, a resident of New Orleans, through his attorney Felipe Guinault, instituted proceedings to recover the sum of 281 pesos covering a certain past due promissory note signed by the defendant, which was presented as evidence.

On plaintiff's petition the defendant, who resided at his plantation situated twenty leagues on the west side of the river, was notified by Felipe Ravina, Lieutenant Chief Constable, of the plaintiff's claim and he immediately presented himself in Court and paid his debt in full, whereupon he was delivered his promissory note and was ordered to pay for the costs of the proceedings which amounted to nineteen pesos and two reales.

File #2215)
Apr. 21, 1789.)
Judge: Josef de)
Ortega.)
CC: P. Pedesclaux.)
P. 1 to 7.)
Spanish and French.)

CASE OF
LUIS DELALANDE DAPRIMONT
VERSUS
VERLOIN DEGRUY.

The plaintiff, through his attorney Felipe Guinault, filed suit to recover the sum of 887 pesos and four reales covering a certain past due promissory signed by the defendant, which was presented as evidence. The plaintiff petitioned the Court to order the defendant to appear in Court to identify the signature affixed to said note and declare under oath whether it was his and whether he owed the sum claimed. The plaintiff further petitioned the Court to furnish him with the copy of the defendant's declaration.

The Court granted the plaintiff's petition, and the defendant was notified of the Court's decree through Santiago Massicot, Commander of the district of Des Allemands wherein the defendant made his residence at his plantation, seven leagues from the city, whereupon he came to the city and paid his debt in full, plus the costs of the suit which amounted to 15 pesos 5 1/2 reales.

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File #2256)
Apr. 21, 1789.)
Judge: Josef de Ortega.) LUIS LALANDE DAPREMONT
CC: P. Pedesciaux.) VERSUS
P. 1 to 12.) JUAN BAUTISTA DEGRUY.
Spanish.)

The plaintiff, a resident of this City, through his attorney, filed suit against the defendant to recover the sum of 1000 pesos.

The complainant alleged that as evidenced by the promissory note duly presented the defendant is indebted to him in the above mentioned sum which he has refused to pay although requested on many occasions.

Therefore petitioner prayed the Court to summon the defendant who resided in the Post of Allemands, in order to acknowledge his signature affixed on said promissory note and to declare under oath whether he is indebted to petitioner in the sum claimed.

The defendant admitted the plaintiff's allegations and the Court on petition of the complainant issued a writ of execution against the person and property of the defendant to satisfy the sum claimed of 1000 pesos plus interest and costs of these proceedings.

However, this writ of execution was not enforced for the reason that one Joseph Labie agreed to pay the plaintiff his claim for account of the defendant. The promissory note was returned to the plaintiff who binded himself to pay the cost of the proceedings which amounted to 19 pesos and 4 reales.

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File #2351)
Apr. 21, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 8.)
Spanish.)

CASE OF
PABLO SEGOND
VERSUS
BENITO ALOM.

The plaintiff, one of the residents of New Orleans who sustained losses in a fire occurred in the city but did not avail himself of the moratorium granted them to pay their debts, through his attorney Felipe Guinault, instituted proceedings to recover the sum of 801 pesos and five reales, covering a certain past due promissory note signed by the defendant which was presented as evidence. The plaintiff petitioned the Court to order the defendant to appear and declare under oath whether he owed the sum claimed and whether the signature affixed on said note was his.

The Court granted the above petition, the defendant acknowledging the debt, in view of which and upon plaintiff's petition the Court issued a writ of execution against the person and property of the defendant to satisfy the sum claimed, plus the interest and costs of the suit until the settlement of the case.

However, before the Court's writ of execution was carried into effect, the defendant paid his debt in full, the plaintiff then petitioning the Court to deliver him his promissory note and to order that an itemized statement of the costs of the suit be made to be paid by the defendant.

The above petition was granted.

File #277)
Apr. 23, 1789)
P. 1 to 8.)
Judge: Don)
Josef Ortega.)
CC: R. Perdomo.)
Spanish.)

CASE OF
CARLOS CARREL
VERSUS
DON CARLOS LASONSER.

The plaintiff, testamentary executor of the estate left by his deceased wife Petrona Duval, as evidenced by the power of attorney presented, instituted proceedings against the defendant to recover the past due sum of 123 pesos, alleging that said sum arises from several effects that the defendant bought at an auction sale, from the succession of his wife. Wherefore, he begged the Court to issue a writ of execution against the property of the defendant, sufficient to cover the sum claimed, plus 10 per cent interest and the costs of these proceedings.

On Nov. 18, 1789, by order of the court, the defendant, was notified of the plaintiff's petition, and he acknowledged the debt, and promised to pay same immediately.

The record is incomplete.

#23
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File #2049)	
Apr. 23, 1789.)	
P. 1 to 7.)	CASE OF
Judge: Don E.)	DON ALEJANDRO BAUDIN
Miro.)	VERSUS
CG: P. Pedesclaux.	)	DON MANUEL MONSANTO AND BROS.
Spanish.)	

The plaintiff, instituted proceedings alleging that as evidenced by the promissory note presented, the defendants were indebted to him in the past due sum of 1701 pesos and 4 reales. Wherefore, petitioner begged the Court to order the defendants to acknowledge their signatures on said note, and declare under oath whether they owed the sum that he claimed.

On Apr. 25, 1789, the defendant, petitioned the Court to disregard the plaintiff's claim, as they had already agreed to pay him that sum in bonds of the Royal Treasury, which bonds were accepted by the merchants of this City as cash money. Wherefore they begged the Court to order the plaintiff to receive said bonds in payment as it was impossible for them to pay in any other kind.

The plaintiff petitioned the court to return the promissory note he presented, as he had reached an agreement with the defendants, and to order them to pay for the costs of the proceedings which amounted to 6 pesos and 1 1/2 reales.

On May 8, 1789, the court granted the plaintiff's prayer.

File #2186) PROCEEDINGS INSTITUTED BY SAN-
Apr. 23, 1789.) TIAGO HOLLIER TO OBTAIN AN EX-
Judge: Estevan) TENSION OF TIME FROM HIS CREDI-
Miro.) TORS GERONIMO LA CHIAPPELLA AND
CC: P. Pedesclaux.) JUAN SENAC.
P. 1 to 22.)
Spanish.)

Santiago Hollier, a resident of New Orleans, filed a petition alleging that owing to the fact that the largest part of his properties was destroyed by the fire of March 21, of the previous year, he had been able to pay only the sum of 2764 pesos and four reales on account of the sum of 3714 pesos which he owed to several persons, leaving an unpaid balance of 950 pesos as follows: 300 silver pesos due Geronimo La Chiapella and 650 pesos in current money due Juan Senac, of which statements the petitioner offered to present evidence if necessary. The petitioner further alleged that he was entirely deprived of means not only to pay the said debts but to support his wife and six children owing to the meagerness of his earnings, and that the only recourse left him to alleviate his situation was to go personally to Puerto Principe, in the French dominions, place of residence of a brother of his who possessed certain means, to ask him for financial or other aid so that by working petitioner might pay his debts and support his family which was on the verge of poverty. Wherefore, and in order that his creditors would not impede his voyage, the petitioner begged the Court to order them to appear so they would be informed of his honest intentions and to order them to consent to his voyage, granting him enough time for the payment of his debts.

Hollier's creditors were notified of the above petition, the granting of which they strongly opposed,

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(Doc. #2102)
cont'd.

wherefore the Court denied said petition.

Santiago Hollier then filed another petition wherein he attempted to have the Court decree the cession of the properties he had left in favor of his two creditors so that they would collect proportionate amounts on their respective claims in accordance with the priority thereof, the petitioner offering to pay them in full when able to do so.

The creditors of the petitioner also were notified of the above petition, and they contended that before the proposed cession of the petitioner's properties could be made he should be detained in jail and present a statement of his properties. To this contention the petitioner answered that he was exempt from detention because the law excluded from imprisonment those debtors who became insolvent through losses suffered by fire, shipwreck, etc., and also prohibited that they be sued for more than what they possessed, and then only after setting aside an appropriate amount for their sustenance, all of which his creditors disregarded taking from him the sum of 2764 pesos and four reales, which constituted the only amount he had been able to salvage from the fire, and leaving him and his family in poverty; ^{as} for the statement of the properties he proposed to cede to his creditors, he declared not to be able to render it because he had no properties. He then begged the Court to authorize the cession of properties he solicited.

(Note: There is a contradiction in the statements of petitioner, who first proposed to cede his properties to his creditors and then admitted not to have any.

(cont'd)

(Doc. #2102)
cont'd.

What the petitioner probably sought was to cede to his creditors some worthless effects in order that by so doing his debts would be cancelled and he be allowed to leave the city; but when he was asked to list them he refused to do so fearing that his creditors would reject them.)

The creditors again opposed said cession, alleging that the petitioner had failed to prove the losses he claimed to have suffered, and they insisted that he present the statement they had previously requested.

The Court then rejected the cession of properties proposed by the petitioner, holding that in order to carry it into effect the usual formalities should be fulfilled.

The costs of the proceedings amounted to 45 pesos and four reales.

#22
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File #2204)	CASE OF
Apr. 23, 1789.)	PEDRO LAVERGNE
Judge: Estevan)	VERSUS
Miro.)	HILARIO BOUTTE.
CC: P. Pedesclaux.)	
P. 1 to 17.)	
Spanish and French.)	

The plaintiff, a resident and merchant of this City, filed suit against the defendant to recover the sum of 158 pesos and 4 reales.

The complainant contended that as evidenced by the promissory note duly presented the defendant is indebted to him in the above mentioned sum which he (the defendant) has refused to pay although requested on several occasions.

Therefore petitioner prayed the Court to order the defendant to acknowledge his signature affixed to said promissory note and to declare under oath whether he is indebted to petitioner in the sum claimed.

The record shows that the defendant admitted the plaintiff's allegations, and that the Court on plaintiff's petition issued a writ of execution against the person and property of the defendant to satisfy the sum claimed, plus interest and costs of these proceedings.

The record further shows that Francisco Pascalis de la Barre, chief constable, enforced said writ of execution on a negro slave belonging to the defendant. The Chief Constable seized the slave and placed him at the disposal of the Court.

The slave in question was estimated by the public appraisers for the sum of 340 pesos and the court ordered to sell him at public auction.

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

File #2231)	
Apr. 23, 1789.)	
P. 1 to 10.	)	PETITION FILED BY MARIANA
Judge: Don Josef	)	LAMBERT, FOR THE PURPOSE OF
de Ortega.	)	OBTAINING HER EMANCIPATION.
CC: P. Pedesclaux.)	
Spanish.)	

Mariana Lambert, a resident of this City, legitimate daughter of the deceased Luis Lambert, and Catalina Lepine, petitioned the Court to be emancipated stating that she would bring witnesses to testify as to her legal, honesty and ability to administrate the share of the estate left by her deceased parents which belongs to her. She begged the Court that once these facts would be established to order the testamentary executor of said succession to deliver the share that legally belonged to her, in accordance with the partitions that were made of said estate.

On the same day, by order of the court, petitioner, brought three witnesses: Don Thomas Poree, Don Juan Bautista Hornes, and Don Santiago Maricot, who after having been sworn stated: That they knew to be true that the petitioner was the legal daughter of the deceased Luis Lambert, and Cataline Lepine, that she was capable and of legal age to take care of her property, as evidenced by her birth-certificate.

On May 25, 1799, the court in consideration with the declaration given by the witnesses who testified, granted to said Maria Lambert, the emancipation she solicited, and further ordered her to pay for the costs of the proceedings which amounted to 12 pesos and 4 reales.

#23
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File #2259)
Apr. 23, 1789.)
Judge: Don Joseph)
de Ortega.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish.)

CASE OF
DON SANTIAGO ESTEVAN LEMAIRE
VERSUS
THE SUCCESSION OF DON FELIPE CHESNE.

The plaintiff, a resident of this city, instituted proceedings alleging that the succession of Don Felipe Chesne, is indebted to him in the past due sum of 25 pesos, as evidenced by the promissory note presented. Wherefore, he begged the Court to order the widow of said Chesne, to identify the signature of her deceased husband on said note, and declare under oath whether she had any knowledge of said debt, and after this would be accomplished to further order that from the proceeds of the sale of said succession's property he be paid the sum claimed.

On April 13, 1789, in compliance with the Court decree, the Clerk went to the residence of Madam Eulalia St. Amand, widow of said Chesne, to receive her sworn declaration which she gave and also acknowledged the plaintiff's claim.

The record is incomplete.

#23
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File #2293
Apr. 23, 1789.
Judge: Estevan
Miro.
CC: P. Pedesclaux.
P. 1 to 11.
Spanish.

CASE OF
ANDRES MONTON
VERSUS
SUCCESSION OF FRANCISCO CASTRO.

The plaintiff, a resident and merchant of New Orleans, instituted proceedings to recover the sum of 108 pesos and seven reales, balance due on a certain account for lemonades, beer, wine and other effects and money lost by the deceased Francisco Castro through gambling in the plaintiff's establishment. As evidence of the legitimacy of his claim, the plaintiff presented the said account which was sworn to and signed by him, and offered the testimonies of Filiberto Leonard, Ignacio Dominguez, Jose de Ocon, Christoval Badia and others.

The plaintiff then petitioned the Court to order that he be paid from the funds of the succession, stressing the fact that he was in great need of the money owing to the many obligations he had contracted by reason of the losses he had suffered in a fire, which obligations he was being pressed to meet.

In view of the fact that Gilberto Leonard, testamentary executor, and Santiago Felipe Guinault, attorney for Christoval Badia, heir of Francisco Castro, agreed to the payment of the plaintiff's claim, the Court granted the preceding petition.

The record does not show the costs of the suit.

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DOCUMENT NO. 2107.
BOX 54.

File #2335)
Apr. 23, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 4.)
Spanish and French.)

PROCEEDINGS INSTITUTED BY
JUAN REYNAUD TO OBTAIN PAY-
MENT OF A PAST DUE PROMISSORY
NOTE.

Juan Reynaud, a resident and merchant of New Orleans, filed a petition to have the Court order the Commandant of Natchitoches to exact payment of the properties of the succession of Juan Bautista Bossier which were sold to several persons, and to prorate the proceeds thereof among the creditors of said successinn in order that petitioner may collect the sum of 650 pesos and five reales due on a certain promissory note signed by Juan Bautista Bossier in his favor.

The Court granted Reynaud's petition.

#22
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CASE OF
JUAN REYNAUD
VERSUS
FRANCISCO HIMELL.

File #2323)
Apr. 23, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish.)

The plaintiff, a resident and merchant of this City, filed suit against the defendant to recover the past-due sum of fifty-three pesos.

The petitioner contended that as evidenced by the promissory note duly presented, the defendant, a resident of the Coast of the Allemands, is indebted to him in the above mentioned sum.

Therefore the complainant prayed the Court to forward a warrant to Santiago Masicot, Commandant of said post, ordering him to summon the defendant to acknowledge his signature affixed to said note and to declare under oath, whether he is indebted to the complainant in the sum claimed, and if so, to compel him to pay the sum in question.

The Court ordered as petitioned by the plaintiff and instructed the Commandant of said Post that in the event the defendant admits owing said sum and refuses to pay, he is to seize and to sell at public auction enough of his property to satisfy the plaintiff's claim, plus interest and cost of these proceedings, remitting the proceeds of the sale to this Court.

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

File #2354)	
Apr. 23, 1789.	)	CASE OF
P. 1 to 8.	)	MADAM EULALIA ST. AMAND
Judge: Don Josef	)	VERSUS
de Ortega.	)	THE SUCCESSION OF HER DECEASED
CC: P. Pedesclaux.	)	HUSBAND DON FELIPE CHESNE.
Spanish.)	

Don Antonio Palao, as attorney for the plaintiff, petitioned the Court for the purpose of obtaining a copy of the marriage contract of his client, and that of Don Felipe Chesne, cost of which he is ready to pay.

On Nov. 21, 1788, the Court ordered the Clerk, to issue the certified copy solicited by the petitioner.

The plaintiff, further petitioned the Court, alleging that as evidenced by the documents she presented, the estate of her deceased husband Don Felipe Chesne, owed her the sum of 1,300 pesos, which constituted her paternal share of inheritance and certain donation that Don Luis Mevillon, made in her favor. Wherefore, she begged the Court to order the testamentary executor of said succession to satisfy her the sum claimed, in preference to other creditors.

On Apr. 23, 1789, the Court ordered Don Juan Joseph Duforest, public translator to translate into Spanish the French documents which intervened in the case.

The record is incomplete.

#23
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File #2033)
Apr. 24, 1789.)
Judge: Don E.)
Miro.)
CC: P. Pedesclaux.)
Spanish.)

pp 1 to 34)

DOCUMENT NO. 2110

BOX 54.

CASE OF
DON MATHIAS ALPUENTE
VERSUS
DON PEDRO BERTONIERE.

One Fernando Rodriguez issued a note for 436 pesos payable to the Treasury, which was accepted by Francisco Blache in charge of it. When Blache resigned this position he left said note in the Treasury which was taken by Pedro Bertoniere. Some time later Mathias Alpuente succeeded Bertoniere who also left the aforesaid note, its amount reduced to 150 pesos.

He, Alpuente was compelled to pay this balance past due and he instituted proceedings against Bertoniere to recover said amount. He begged the Court to compel the defendant to declare whether said promissory note was left by him as funds of the Treasury.

On Apr. 25, 1789, by order of the Court the defendant declared that the plaintiff was right but that the note in question was left to him in the Treasury by his predecessor Francisco Blache. The defendant however failed to explain to the Court that he had written a letter to Alpuente ordering him to save him from the situation by advancing the funds for him to the Treasury. This letter was introduced as evidence in another petition of the plaintiff to the Court. Finally on April 30, 1789, the plaintiff informed the Court that the defendant had settled accounts with him. The defendant turned plaintiff against his predecessor Francisco Blache for the same sum. He secured from the Court a writ of execution against Blache.

The record ends here.

#23
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File #2373)	CASE OF
Apr. 24, 1789.)	BASILIO XIMENEZ
Judge: Estevan)	VERSUS
Miro.)	THE SUCCESSION OF PEDRO BIDOU
CC: P. Pedesclaux.	)	HERBERT.
P. 1 to 9.)	
Spanish.)	

The plaintiff instituted proceedings in order to collect from the defendants the sum of one thousand six hundred eighty-seven pesos and five and one-half reales, half of the value of eighty pieces of "Beaufort" (material for clothes) which the plaintiff and the late Pedro Bidou Herbert purchased in partnership. The plaintiff also demanded his half of the profits obtained from the sale of said material.

In order to prove his allegations the plaintiff presented several documents. The Court, taking into consideration the validity of these documents, and that the payment of the claim was approved by the Testamentary Executor of said deceased, ordered that should defendants have enough funds, the plaintiff be paid the sum that he demanded.

#24

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File #2226)	CASE OF
Apr. 27, 1789.)	LUIS DELALANDE DAPREMONT
Judge: Josef de)	VERSUS
Ortega.	)	HILARIO BOUTTE.
CC: P. Pedesclaux.)	
P. 1 to 7.)	
Spanish and French.)	

The plaintiff, a resident of New Orleans, filed suit to recover the sum of 900 pesos balance due on a certain promissory note for the sum of 1000 pesos, signed by the defendant in favor of Joseph Verloin Degruy who endorsed it to the plaintiff. The said note was presented to the Court as evidence, the plaintiff petitioning that the defendant be ordered to appear to declare under oath whether he owed the sum claimed and whether the signature affixed to said note was his.

The Court granted the above petition, the defendant appearing and declaring that the signature borne by the note presented was his, but that he owed nothing to the plaintiff inasmuch as he had accounts pending with Joseph Verloin Degruy, the endorser, which were in process of adjustment.

The plaintiff refuted the defendant's declaration by setting forth the following facts: That the promissory note in question had been duly endorsed to him; that the defendant had acknowledged his signature and had paid an installment of 100 pesos on said note to the endorser, and that if the latter was indebted to him in any sum he had the right to file suit to recover it, but not to refuse payment of plaintiff's claim on that ground. Wherefore, the plaintiff petitioned the Court to issue a
(cont'd)

(Doc. #2112)
cont'd.

writ of execution against the person and property of the defendant to satisfy the sum claimed, plus the interest and costs of the suit.

The Court, however, granted the defendant three days within which to pay the plaintiff's claim, warning him that in default thereof the writ of execution petitioned would be issued.

The defendant paid his debt in full plus the sum of seven pesos and one real, costs of the suit, within the time prescribed by the Court and the case was closed.

#22
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File #2343)	PROCEEDINGS INSTITUTED BY PEDRO
Apr. 27, 1789.)	SAUVE, AS TESTAMENTARY EXECUTOR
Judge: Estevan	)	OF THE ESTATE OF PEDRO BIDOU HER-
Miro.	)	BERT, TO HAVE THE COURT ORDER A
CC: P. Pedesclaux.	)	MEETING OF HERBERT'S CREDITORS
P. 1 to 6.	)	TO DISCUSS THE SALE OF HIS PROPER-
Spanish.	)	TIES.

Pedro Sauve, as testamentary executor of the estate of Pedro Bidou Herbert, filed a petition asking the Court to order a meeting of the creditors of Herbert for the purpose of deciding whether Herbert's properties should be sold cash or on installments for the payment of their claims.

The Court granted Sauve's petition, setting April 30, 1789, for the meeting which was held as scheduled, and after a long discussion the testamentary executor and creditors Basilio Ximenes; Manuel de Lanzos; Gilberto Andry; Santiago Deuvousseaux; Vivant, Duclobet and Soulie; Juan Bautista Wiltz; Luis Giovellina; David Hodge; Monsieur Poeyfarre, representing Madame widow of Salomon; David Ross; Beltran Gravier; Antonio Fabre; Angela Monget; Manuel and Jacobo Monsanto; Santiago Leduc; Juan Escau; Juan Lapierre and Alexandro Baudin, agreed that owing to the bad economic conditions of the Province they did not deem it advisable to sell the mortgaged properties on a cash basis just then because the sales price would not suffice to cancel the mortgages and to pay the creditors holding simple promissory notes, wherefore they decided to sell the mortgaged properties as well as the slaves and the plantation to be paid in a one year term, paying the creditors holding said mortgages the customary interest from the date of

(cont'd)

(Doc. #2113)
cont'd.

the sale, the other effects to be sold on a cash basis in order to satisfy the debts for food, personal work etc.,

The costs of the proceedings amounted to eleven pesos and two reales.

#22
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File #2173)	CASE OF
Apr. 28, 1789.)	DON FELIPE GUINAULT
P. 1 to 13.)	VERSUS
Judge: Don Joseph)	DON CARLOS VIVANT, DON ANDRES DU-
de Ortega.	)	CLOT AND COMPANY.
CC: P. Pedesclaux.)	

The plaintiff, a resident of this City, as attorney for Don Juan Santiago Salva, a resident and merchant of the Port of Guarico, instituted proceedings alleging that as evidenced by the promissory notes duly presented, the defendants were indebted to his Principal in the past due sum of 6301 pesos and 5 1/2 reales. Wherefore he begged the Court to order the defendants to identify their signatures on said notes and declare under oath whether they owed the sum claimed.

On Apr. 29 by order of the Court the defendants appeared and acknowledged the plaintiff's claim.

The plaintiff further declared that he had come to a friendly agreement with the defendants, and begged the Court to return them their promissory notes as they were willing to pay for the costs of the proceedings which amounted to 11 pesos.

On May 8, 1789, the Court ordered as petitioned.

#23
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File #2197)
Apr. 28, 1789.)
P. 1 to 6.)
Judge: Don E.)
Miro.)
CC: P. Pedesclaux.)
Spanish.)

CASE OF
DON JAYME JORDA
VERSUS
DEGRUY.

Don Jayme Jorda, a resident of this City, instituted proceedings to collect from the defendant, who is residing about 2 leagues up the river, the value of 400 pounds of indigo, as evidenced by the two promissory notes presented. Wherefore he begged the Court to summons the defendant, to appear in Court to identify his signature affixed on said notes, and declare whether he owed said amount of indigo.

On Apr. 30, 1789, by order of the Court the defendant appeared to render his declaration and after having been sworn he acknowledged the plaintiff's claim.

The plaintiff, further petitioned the Court, to return him the two promissory notes he presented, due to the fact that he had come to an agreement with the defendant, and that he was willing to pay for the costs of the proceedings which amounted to 5 pesos.

On May 22, 1789, the court granted the petition.

#23
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File #65)
Apr. 29, 1789.)
P. 1 to 3.)
Judge: Don E.)
Miro.)
CC: R. Perdomo)
Spanish.)

CASE OF
DON SANTIAGO MATHER
AND DON ARTURO ESTROTHER
VERSUS
DON JUAN BAUTISTA FAVIER.

in

The plaintiffs, filed a petition/order to prove the damages and losses caused to their brigantine named "El St. Juan Bautista", alleging that they cleared said boat from this Port to the Port of Havana, under the command of Don Juan Bta. Favier, who instead of bringing said boat to New Orleans he brought her to the Port of Campeche, where she was wrecked due to the carelessness of the defendant who according to information, misbehaved badly in Havana and Campeche. Wherefore, the petitioners begged the Court to send orders to the Judge at Campeche, to compel the defendant, to appear before a lawyer in that Port, whom they had appointed to represent them, to whom the defendant should answer these charges, reserving the petitioners for themselves the right to institute proceedings against the defendant, whenever he should come to this City.

On Apr. 29, 1789, Don Estevan Miro, Governor of this Province ordered the Judge of the Port of Campeche to compel the defendant to render his declaration before the attorney appointed by the plaintiffs.

The record is incomplete.

#23
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	CASE OF
File #2235) BERNARDO LAEURTHE
Apr. 29, 1789.) VERSUS
Judge: Estevan Miro.) PEDRO DESSALLE, A FREE MULATTO.
CC: P. Pedesclaux.)
P. 1 to 11.)
Spanish and French.)

The plaintiff, a resident and merchant of New Orleans, filed suit to recover the sum of 167 pesos and five reales, alleging that the defendant was indebted to him in said sum for various merchandise which said defendant purchased on credit from plaintiff's store. In order to substantiate his claim the plaintiff presented to the Court a certified itemized account of said merchandise, and petitioned that the defendant be summoned and ordered to declare under oath whether he owed the sum claimed, furnishing the plaintiff with the original copy of the defendant's declaration to use at his convenience.

The Court granted the plaintiff's petition, the defendant appearing and acknowledging the debt, in consideration whereof and on plaintiff's petition, the Court issued a writ of execution against the person and property of the defendant in order to satisfy the 167 pesos and five reales claimed, plus the interest and costs of the suit.

The Court's writ was then executed by Felipe Ravina, Lieutenant-Chief Constable, who upon failure of the defendant to pay his debt, attached one
cont'd)

(Doc. #2118)
cont'd.

of his negro slaves named Silvestre, aged 15, and placed him in the custody of the General Receiver.

However, it later developed that when on plaintiff's petition the attached slave was appraised in order to be sold, owing to the fact that he was suffering from epilepsy his appraised value was fixed at the sum of fifty pesos which was not enough to cover the plaintiff's claim. This fact prompted the plaintiff to petition the Court to lift the attachment from the said slave and place it on a certain cargo of tobacco which the defendant had shipped to the Royal Warehouses, until the defendant paid his debt.

The Court granted the above petition.

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

#22
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File #2252)
Apr. 29, 1789.)
Judge: Estevan Miro.)
EC: P. Pedesclaux.)
P. 1 to 5.)
Spanish and French.)

CASE OF
BERNARDO LABURTHE
VERSUS
CLAUDIO FREME.

The plaintiff, a resident and merchant of this City, filed suit against the defendant to recover the sum of 101 pesos, which he owes as evidenced by the promissory note duly presented that he refused to pay although requested on various occasions.

Therefore, petitioner prayed the Court to order the defendant to acknowledge his signature affixed to said promissory note and to declare under oath whether he is indebted to petitioner in the sum claimed.

The record shows that the Court ordered as petitioned by the plaintiff and that the defendant paid the plaintiff his claim.

#24
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File #2324
Apr. 29, 1789.
Judge: Estevan
Miro.
CC: P. Pedesclaux.
P. 1 to 3.
Spanish and French.

CASE OF
JUAN REYNAUD
VERSUS
VARIOUS RESIDENTS OF
THE COAST OF THE ALLEMANDS.

The plaintiff, a resident and merchant of the City, brought action against various residents of the coast of the Allemands to recover the sum of 259 pesos for merchandise furnished them as specified in the account duly presented.

Therefore the petitioner prayed the Court to issue a warrant to Santiago Misicot, Commandant of said Post, ordering him to summon said parties to declare whether they owe the sum claimed, and if so, to urge them to pay the petitioner.

The Court ordered as petitioned by the plaintiff.

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

#24
#10

File #2329)
Apr. 29, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish and French.)

CASE OF
JUAN REYNAUD
VERSUS
VARIOUS RESIDENTS
OF THE COAST OF THE ALLEMANDS.

The plaintiff, a resident and merchant of the City, brought action against various residents of the coast of the Allemands to recover the sum of 883 pesos and 4 reales for merchandise furnished them as specified in the account duly presented.

Therefore the petitioner prayed the Court to issue a warrant to Santiago Misicot, Commandant of said Post, ordering him to summon said parties to declare whether they owe the sum claimed, and if so, to urge them to pay the petitioner.

The Court ordered as petitioned by the plaintiff.

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

#24
#10

File #31)
 Apr. 30, 1789.)
 Judge: Estevan)
 Miro.)
 CC: R. Perdomo.)
 P. 1 to 21.)
 Spanish and French.)

CASE OF
 JOSEF OCON
 VERSUS
 JOSEF PETIT.

The plaintiff, a resident of this City, filed suit against the defendant to recover the sum of two hundred eleven pesos which he owed him for medicines and groceries, as evidenced by the promissory note duly presented.

The complainant petitioned the Court to order the defendant to acknowledge his signature affixed to said promissory note and to declare whether he owed the sum claimed, and if so, to seize the salaries of the defendant, and to order the Treasury Department to withhold the sum of 120 pesos (equivalent of four months' salaries) which the defendant has earned as a surgeon in the Army.

The Court granted the petition.

Narciso Alba, Captain of the Militia of this City appeared before the Court and stated: That as evidenced by the deed duly presented, the defendant purchased from him a negress slave for the sum of three hundred sixty pesos to be paid with his monthly salaries of 300 pesos; that the defendant has failed to pay him the balance of 120 pesos (equivalent of four months' salaries) because the Court on petition of the plaintiff seized the salaries to pay the plaintiff part of his claim; that since Apr. 3, 1788, the salaries in question were turned to him by the defendant as evidenced

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(DOC. #2122.
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by the above mentioned dee, therefore he petitioned the Court to lift the seizure on the salaries and to order the Treasury Department to release them to pay him his balance of 120 pesos.

The defendant declared that on petition of the plaintiff the Court seized his salaries of 30 pesos earned in the Army and ordered the Treasury Dept. to withhold them since January 1789; that he purchased a negress slave from Narciso Alba, mortgaging his salaries and said slave to secure the payment of same; that a balance of 120 pesos is still due on said negress, and that the Treasury Dept. is indebted to him for eight months' salary since the seizure took place; therefore he petitioned the Court that said eight months' salary be equally divided between the plaintiff and said Narciso Alba.

The Court, with the consent of the plaintiff and Alba, ordered as petitioned by the defendant.

#24
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File #2217)

Apr. 30, 1789.)

Judges: Andres)

Almonester y)

Roxas; Pedro)

de Marigny and)

Josef de la)

Peña.)

CC: P. Pedesclaux.)

P. 1 to 57.)

Spanish.)

CASE OF
FRANCISCO LAPORTE
VERSUS
SUCCESSION OF RENATO BELUCHE.

The plaintiff, a resident of New Orleans, filed suit to recover the sum of 2279 pesos and four reales which he alleged was due him for salaries he had earned as head shepherd at the plantation of the deceased Renato

Beluche, at 45 pesos per month from January 1, 1785, up to April 30, 1789, when he was forced to leave the plantation because the slaves working there had been judicially attached and the work suspended. The plaintiff, therefore, petitioned the Court to order the payment of his claim with preference to the other claims against the succession on the ground that the money owed him was for personal services. The plaintiff offered to deduct from the sum he claimed the sums which had been paid to him on account and which as yet had not been ascertained.

Santiago Felipe Guinault, attorney and curator ad litem of the minor heirs of Renato Beluche, was notified of the plaintiff's suit, and in answering it he petitioned the Court to dismiss said suit on the ground that the sum claimed was grossly exaggerated, offering as evidence thereof the inventory of Beluche's estate wherein the money owed to the plaintiff was estimated at from 600 to 700 pesos.

The plaintiff refuted Guinault's contention by presenting to the Court an itemized statement
(cont'd)

ment of the salaries he had earned and of the money paid and merchandise delivered to him on account, which showed a balance of 1956 pesos and three reales in his favor. This statement was in turn checked against Beluche's books and found to be correct except for a disparity found in the price of a certain quantity of lumber; however, the incident was promptly settled by Beluche's widow who gave the right price, bringing the amount received by the plaintiff fifteen pesos and two reales below the sum he had fixed in his statement. However, the litigants disregarded this fact and the plaintiff's claim stood at the original sum of 1956 pesos and three reales which the Court ordered it be paid to the plaintiff from the funds of the succession, with preference to the claims of the other creditors.

The record shows that the plaintiff was paid the sum of 1772 pesos on account, as follows: 964 pesos, value of two slaves given to him and 808 pesos in cash, which left an unpaid balance of 184 pesos and three reales.

Nearly two years after, the plaintiff again filed suit to recover the 184 pesos and three reales still due him, the Court ordering Antonio Ramis, who was trustee of the properties of the succession, to pay said sum, holding that it should have been paid with priority to Ramis' claim.

A lengthy litigation ensued, with Ramis contending that he was not the trustee of Beluche's properties but merely one of his creditors, holding a mortgage, and that the plaintiff's action should be brought against Beluche's widow who, he alleged, was indebted to the succession of her deceased husband in the sum of 900 pesos.

However, the defendant was unable to prove his contentions, in consideration whereof he was ordered to pay the 184 pesos and three reales due the plaintiff, plus the sum of 47 pesos and six reales, costs of the proceedings, ^{with} which the defendant complied in the presence of Court Clerk Pedro Pedesclaux.

File #2237	)	PETITION FILED BY SANTIAGO
Apr. 30, 1789	)	LIVAUDAIS TO HAVE THE COURT
Judge: Estevan	)	CLERK REGISTER AND FILE A
Miro.	)	CERTAIN RECEIPT IN HIS OFFICE.
CC: P. Pedesclaux.)	
P. 1 to 2.)	
Spanish and French.)	

Santiago Livaudais, an officer in the service of the King and Commandant of the district of Tchoupi-toulas, filed a petition alleging that the receipt which he attached to his petition, issued by Colonel Gilberto Antonio De Maxent in favor of Monsieur Trouard Sr., for the sum of 1200 French pounds, paid to Maxent through the petitioner on account of the balance which said Trouard might owe Maxent for the sums the latter had advanced the former, should be forwarded to petitioner's correspondent in the City of Paris, France. Wherefore the petitioner asked the Court to order Pedro Pedesclaux, Court Clerk, to register and file said receipt in his office, giving him a copy thereof.

The Court granted Livaudais' petition.

#22

#10

File #2288)
 Apr. 30, 1789.)
 Judge: Estevan Miro.)
 CC: P. Pedesclaux.)
 P. 1 to 3.)
 Spanish and French.)

CASE OF
 BENJAMIN MONSANTO
 VERSUS
 HILARIO BOUTTE.

The plaintiff, a resident and merchant of New Orleans, filed suit alleging that the defendant, also a resident of New Orleans, was indebted to him in the sum of 500 pesos covering a certain past due promissory note which was introduced as evidence and which was issued by the defendant in favor of Louis Boidore who endorsed it to David Williams who in turn endorsed it to the plaintiff.

On plaintiff's petition the defendant was summoned by the Court to identify the signature affixed to the promissory note presented and to declare under oath whether he owed the sum claimed. The defendant appeared before the Court and identified said signature as his, declaring however that he owed only the sum of 400 pesos, but failed to explain why.

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

#22

#10

File #2365)	
Apr. 30, 1789)	
Judge: Don E.	)	CASE OF
Miro.	)	JOSEF VALLEN
CC: p. Pedesclaux	)	VERSUS
P. 1 to 6.	)	THE SUCCESSION OF DON PEDRO
	)	BIDOU HERBERT.

The plaintiff, a resident of this City, instituted proceedings to recover from the succession of Don Pedro Bidou Herbert, the past due sum of 19 pesos, alleging that said sum arised from groceries that he supplied to Don Francisco Pinot, Captain of the Brigantine named "New Orleans" owned by said deceased Herbert, as evidenced by the promissory note presented. Wherefore the petitioner begged the Court to order that payment be made of the sum he claimed, from the proceeds of the sale of the property of said succession.

On Apr. 23, 1789, the Court ordered to send a copy of the plaintiff's petition to Don Pedro Saure, testamentary executor of said succession, who after having been informed, stated that as said note was signed by Don Francisco Pinto, Captain of said boat, he should be ordered to identify his signature.

On July 27, 1789, by order of the Court Don Francisco Pinot, Captain of the aforesaid Brigantine, appeared before the Court and acknowledged the plaintiff's claim.

In consideration that this debt arose from the purchase of food, the Court ordered the testamentary executor to place this claim in the preferred list, the succession to pay for the costs of the proceedings which amounted to 6 pesos 6 reales.

#23

#10

CASE OF
ROBERTO JONES
VERSUS
JUAN JOSEPH DUFORST.

File #2196)
May 2, 1789.)
Josef de Ortega.)
CC: P. Pedesclaux.)
P. 1 to 5.)
Spanish.)

The plaintiff filed suit against the defendant to recover the sum of 1113 pesos and five reales, contending that as evidenced by the account he duly presented, the defendant was indebted to him in the sum of 1745 pesos and five reales of which sum according to the commercial invoice he also presented the defendant paid only 632 pesos in merchandise, leaving a balance of 1113 pesos; therefore the petitioner prayed the Court to order the defendant to examine said account and invoice and declare whether he owed the balance of 1113 pesos and five reales.

The Court granted the petition.

The defendant answered, admitting owing the full amount of 1745 pesos and 5 reales and declared that the invoice submitted covered merchandise turned over to plaintiff to liquidate another account, and was not to be applied to his credit on the debt of 1745 pesos and 5 reales.

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

File #2205
May 2, 1789.
P. 1 to 4.
Judge: Don
Josef de Ortega
CC: P. Pedesclaux.
Spanish.

CASE OF
DON ALEXO LAMASTRES
VERSUS
PEDRO MARIGNY MANDEVILLE (FREE
MULATTO)

The plaintiff, a merchant of this City, instituted proceedings against the defendant a (free mulatto) to recover the past due sum of 83 pesos, balance of the sum of 105 pesos; alleging that the defendant had only paid on account the sum of 22 pesos as evidenced by the promissory note presented. Wherefore, the petitioner, begged the Court to issue a writ of execution against the property of the defendant sufficient to cover the sum claimed plus interest and the costs of the proceedings until its final payment.

On May 2, 1789, the Court ordered the defendant to pay the sum claimed to the plaintiff, within the term of three days, in default whereof a writ of execution would be issued against his property.

The record is incomplete.

#23
#10

File #2273	)	CASE OF
May 2, 1789.	)	ANGELA MONGET, widow of DEJAN,
Judge: Estevan	)	VERSUS
Miro.	)	SUCCESSION OF PEDRO BIDOU HERBERT.
CC: P. Pedesclaux.)	
P. 1 to 9.)	
Spanish and French.)	

The plaintiff, a resident of New Orleans, instituted proceedings in order to recover the sum of seventy - one pesos and five reales for various tools supplied and for ironworks performed by her deceased husband for the deceased Pedro Bidou Herbert, as per the itemized statement introduced as evidence. The plaintiff therefore petitioned the Court to order that she be paid the sum claimed from the funds of Bidou's succession with preference to the claims of the other creditors on the ground that her claim was for personal services.

The Court sent notice of the plaintiff's petition to Pedro Sauve, testamentary executor; Antonio Mendez, attorney for the widow of Pedro Bidou Herbert, and Santiago Felipe Guinault, curator ad litem of the minor heirs. Said parties, after having checked the itemized statement presented by the plaintiff against Bidou Herbert's books and found it to be correct, agreed to the payment of plaintiff's claim, in view whereof the Court ordered the testamentary executor to do so with preference to the claims of the other creditors.

The costs of the proceedings amounted to thirteen pesos and two reales.

#22
#10

File #2320)
May 2, 1789.)
Judge: Don)
Andres Almonester)
y Rojas.)
CC: P. Pedesclaux.)
P. 1 to 8.)
Spanish.)

CASE OF
DON JUAN PALLET
VERSUS
DON JUAN BTA. RONGIER.

The plaintiff, a merchant of this City, brought action against the defendant, to recover the past due sum of 197 pesos 6 1/2 reales, balance of a past due sum that the defendant owed petitioner, as evidenced by the document presented. Wherefore, petitioner asked the Court to compel the defendant to identify his signature affixed at the foot of said document and declare under oath whether he owed the sum claimed. As the defendant was about to take a trip abroad, the petitioner also begged the Court not to issue him a passport until he had settled this account.

On May the 11, 1789, by order of the Court the Clerk went to take the declaration of the defendant who after having examined the promissory note presented acknowledged his signature and admitted owing the sum stipulated in it.

The plaintiff further notified the Court, that he had settled the account with the defendant, therefore, he begged the Court to return him the document and condemn the defendant to pay for the costs of the proceedings which amounted to 7 pesos and 5 reales.

On May 28, 1789, the court ordered as petitioned.

#23
#10

File #2326	)	CASE OF
May 2, 1789.	)	JUAN REYNAUD
Judge: Estevan	)	VERSUS
Miro.	)	SUCCESSION OF TOMAS BERVICK.
CC: P. Pedesclaux.)	
P. 1 to 3.)	
Spanish and French.)	

The plaintiff, a resident and merchant of New Orleans, petitioned the Court alleging that as evidenced by the past due promissory note presented the defendant was indebted to him in the sum of 128 pesos. The plaintiff therefore asked the Court to issue a warrant ordering Nicolas Forstall, Commandant of the Post of Opelousas wherein the properties of the succession were located, to exact payment of plaintiff's claim.

The Court granted the plaintiff's petition.

#22
#10

File #2336	)	CASE OF
May 2, 1789.	)	ALEXO REAUD
Judge: Estevan	)	VERSUS
Miro.	)	CLAUDIO CHABOT.
CC: P. Pedesclaux.)	
P. 1 to 7.)	
Spanish and French.)	

The defendant, as evidenced by the promissory note duly presented is indebted to the plaintiff in the sum of 320 pesos for which the plaintiff through his attorney filed suit.

The plaintiff petitioned the Court to order the defendant to acknowledge his signature affixed to said promissory note and to declare whether he is indebted to him in the above mentioned sum.

The Court granted the petition.

The defendant admitted the allegations of the plaintiff and the Court on his petition issued a writ of execution against the person^{and} property of the defendant to pay the sum claimed plus interest and cost of these proceedings.

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

#24
#10

File #2050)	
May 4, 1789.	)	DON HILARIO BUTET, REQUESTING
P. 1 to 4.	)	HIS CREDITORS TO GRANT HIM AN
Judge: Don E.	)	EXTENSION OF TIME TO PAY HIS
Miro.	)	DEBTS.
CC: P. Pedesclaux.)	
Spanish.)	

Don Hilario Butet, a resident of this city in charge of the distribution of meat, petitioned the Court alleging that the delay he has had in collecting several sums of money which amounted to 4350 pesos, (which amounts were due by persons of the Posts of Attakapas and Opelousas, and of this city,) has been the cause which prevented him from paying his creditors in due time. The petitioner proposed to pay his debts within the term of four months from the daily collections he made for the distribution of the meat supply in this city. Wherefore, petitioner begged the Court to order his creditors to accept his offer as it is the only way he can satisfy his debts.

On May 8, 1789, the Court ordered the Clerk to notify the creditors of Don Hilario Butet.

The record is incomplete.

#23

#10

File #2166	)	PETITION FILED BY SANTIAGO
May 6, 1789	)	FELIPE GUINAULT, AS CURATOR
Judge: Estevan	)	AD LITEM OF THE MINOR HEIRS
Miro.	)	OF PEDRO BIDOU HERBERT, TO
CC: P. Pedesclaux.	)	HAVE TODOS SANTOS CHABOT
P. 1 to 3.	)	IDENTIFY THE SIGNATURE AF-
Spanish and French..	)	FIXED TO A CERTAIN PROMISSORY
	)	NOTE.

Santiago Felipe Guinault, attorney, as curator ad litem of the minor heirs of Pedro Bidou Herbert, filed a petition alleging that Todos Santos Chabot was indebted to the succession of Pedro Bidou Herbert in the sum of 105 pesos as evidenced by his past due promissory note which petitioner presented. The petitioner further alleged that Chabot had repeatedly been requested to pay said sum but failed to do so. He therefore asked the Court to order said Chabot to identify the signature affixed to said note and to declare under oath whether he owed the sum claimed. The petitioner also asked to be given the original copy of Chabot's declaration.

The Court granted Guinault's petition, but when the Court Clerk inquired of Chabot's whereabouts in the city to notify him of the Court's decree, he was informed that Chabot made his residence in the country.

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

Costs of the proceedings amounted to two pesos and one real.

#22
#10

File #2175	)	PETITION FILED BY SANTIAGO
May 7, 1789	)	GUENON, OF CABAHANOCÉ, THROUGH
Judge: Josef	)	HIS AGENT IN NEW ORLEANS,
de Ortega.	)	PEDRO CARRABY, TO BE AUTHORIZ-
CC: P. Pedesclaux	)	ED TO SELL A CERTAIN SLAVE OF
P. 1 to 6.	)	HIS OWNERSHIP.
Spanish and French.)	

The record shows that Santiago Guenon, a resident and merchant of the post of Cabahanoce, conferred power-of-attorney to Pedro Carraby, of New Orleans, to represent him in obtaining from the New Orleans Court authorization to sell a certain negress slave of his ownership named Ester, aged 25, whom he had brought to New Orleans from Jamaica, as a bush-negress, ten years previous to the filing of this petition.

In compliance with his commission, Pedro Carraby filed a petition asking for authorization to sell said negress, but stated that his principal, Santiago Guenon, lacked the proper title with which to prove his ownership of said slave, wherefore in order to remedy this deficiency he offered the testimonies of three witnesses who were to testify as to their knowledge on the matter.

The Court admitted the testimonies offered, and Clerk Pedro Pedesclaux received the declarations of witnesses Carlos Vivant, Juan Herve and Juan
(cont'd)

(Doc. #2135)
cont'd.

Soulie, all of whom testified to the fact that they knew Santiago Guenon to be the rightful owner of the aforementioned slave.

The Court then, holding that the information furnished by the witnesses was sufficient evidence, granted the authorization solicited and ordered the petitioner to pay for the costs of the proceedings, which amounted to six pesos and six reales.

#22
#10

File #2056)
 May 8, 1789)
 Judge: Estevan)
 Miro.)
 CC: P. Pedesclaux.)
 P. 1 to 5.)
 Spanish.)

CASE OF
 MARIUS BRINGIER
 VERSUS
 JUAN BAUTISTA SEIZANT.

As evidenced by the document duly presented, the plaintiff performed before Santiago Massicot, Commandant and Judge of the Parish of St. Charles of the Al-lemands a public auction in which he sold to the defendant two negro slaves for whom the defendant was to pay with 874 lbs of white indigo.

However, the defendant failed to give the plaintiff the indigo and, therefore, he filed suit to recover it or its value.

The plaintiff, petitioned the Court to issue a writ of execution against the person and property of the defendant to satisfy the value of the indigo, plus interest and costs of these proceedings.

The Court granted the petition.

Felipe Ravina, Lieutenant Chief Constable, enforced the writ of execution on two negro slaves belonging to the defendant to pay only for the value of 655 1/2 lbs of indigo as the defendant presented a receipt issued by the plaintiff wherein he admitted having received from the defendant 218 1/2 lbs of the indigo.

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

File #2169	)	CASE OF
May 8, 1789.	)	DON LUIS JULIAN AND DON
P. 1 to 5.	)	FRANCISCO GUERIN
Judge: Don E.	)	VERSUS
Miro.	)	DON CLAUDIO CHAVOT.
CC: P. Pedesclaux.)	
Spanish.)	

The plaintiffs, both residents of this City, instituted proceedings alleging that as evidenced by the promissory note they presented, the defendant is indebted to them in the past due sum of 297 pesos and 4 reales, and although they have requested said sum, the defendant failed to pay. Wherefore the petitioners begged the Court to order the defendant to identify his signature affixed on said note, and declare whether it is true that he owed the sum claimed.

On May 9, 1789, by order of the Court the defendant appeared in the office of the Court Clerk, identified his signature and admitted that he owed the aforesaid sum.

After the plaintiffs, established their claim, they begged the Court to issue a writ of execution against the property of the defendant sufficient to cover said sum plus the interest and costs of the proceedings.

On May 28, 1789, the Court after having examined the documents ordered as petitioned by the plaintiffs.

The record is incomplete.

#23

#10

File #2228	)	CASE OF
May 8, 1789	)	DON LUIS LALANDA DAPREMON
P. 1 to 5.	)	VERSUS
Judge: Don E.	)	LUIS CHAMARD.
Miro.)	
CC: P. Pedesclaux.)	
Spanish.)	

As evidenced by the document presented the defendant, a resident of the Post of Natchitoches, is indebted to the plaintiff in the sum of 1,000 pesos, which the defendant although requested on several occasions refused to pay.

Therefore the plaintiff petitioned the Court to forward a warrant with a copy of this petition and the document presented to Luis Blandon Commandant of said post ordering him to issue a writ of execution against the person and properties of the defendant to pay the sum claimed plus interest and the costs of the proceedings. However said Commandant did not comply with the order of the Court and failed to issue said writ of execution against the defendant, and the plaintiff petitioned the Court to again order the Commandant of said Post to comply with said warrant, instructing him that in the event that he cannot sell the properties that he is to seize from the defendant to pay the claim to send them to this City, where they will be sold.

#23

#10

File #2232	)	CASE OF
May 8, 1789.	)	LUIS DELALANDE DAPREMONT
Judges: Estevan	)	VERSUS
Miro and the Baron	)	FRANCISCO OZANNE.
of Carondelet.)	
CC: P. Pedesclaux.)	
P. 1 to 92.)	
Spanish.)	

The record shows that Luis Delalande Dapremont, a resident of New Orleans, loaned to Francisco Ozanne, a resident of Attakapas, the sum of 2505 pesos and 4 reales which Ozanne agreed to pay back without interest in the month of March of the year 1789. To guarantee payment of said loan, Ozanne mortgaged to Dapremont a certain plantation situated in the post of Attakapas.

When Ozanne failed to comply with the agreement, Dapremont filed suit to recover the above mentioned sum, but, for reasons which he failed to state, instead of bringing action against the plantation mortgaged in his favor, Dapremont petitioned the Court to attach and sell at public auction ninety-nine heads of cattle belonging to Ozanne. The Court granted this petition, and after a short litigation promoted by Joseph Bonneville, who was holding in his possession the said heads of cattle for Ozanne, and who attempted to compel Dapremont to take charge of the cattle in order to clear himself of any responsibility, said cattle was finally sold at public auction and adjudicated to Alexandro Baudin for the sum of 495 pesos which Baudin paid cash and which was placed in the custody of the General Receiver, pending action by the Court.

Dapremont then filed a new petition to recover the unpaid balance of his claim. The
(cont'd)

Court granted Dapremont's petition, issuing an order whereby the Commandant of the Post of Attakapas, Ozanne's place of residence, was directed to exact full payment of Dapremont's claim, plus the costs of the proceedings. However, before the Commandant carried into effect the Court order, Marguerite Deuir, wife of Francisco Ozanne, filed a petition whereby she asked the dismissal of Dapremont's action on the ground that she held a privileged claim against her husband for the sum of 3921 pesos which she alleged he owed her partly for her matrimonial rights and partly as her share of the inheritance she received from her parents. However, she could prove only that the value of her husband's properties amounted to 3845 pesos, but was unable to prove any of her other allegations, in consideration of which the Court dismissed her petition and ordered that Dapremont be delivered the 495 pesos, value of the cattle sold to Alexandro Baudin, previous deduction of the sum of 91 pesos and two reales, costs of the proceedings so far. The Court also provided that the records of the case be given to Dapremont so that in view thereof he may enforce his claim further.

It later developed that Dapremont and Baudin got involved into a litigation when Dapremont insisted that Baudin pay for the costs of the proceedings, alleging that when Baudin purchased the cattle he agreed with the General Receiver to pay for said costs. However, this incident was amicably settled by the litigants who had accounts pending between them which they also settled with the 495 pesos value of the said cattle.

The record then shows a petition filed by Santiago
(cont'd)

(Doc. #2139)
cont'd.

Felipe Guinault, Dapremont's attorney, stating that Dapremont had not been able to pay for the costs of the proceedings as he had been ordered to do, owing to the fact that his properties and funds had been attached on petition of Andres Armesto, Accountant of the Army and Secretary of the Government. He therefore asked the Court to order the General Receiver to pay for said costs on the ground that he showed negligence in the handling of the 495 pesos entrusted to his care because he disposed of said sum.

The record is incomplete and ends with an order of the Court, directing the General Receiver to render an information on the matter.

#22

#10

File #2276	)	CASE OF
May 8, 1789.	)	ANGELA MONGET, WIDOW
Judge: Estevan	)	OF DEJAN,
Miro.	)	VERSUS
CC: P. Pedesclaux.	)	SUCCESSION OF PEDRO BIDOU HERBERT.
P. 1 to 11.)	
Spanish and French.))	

The plaintiff, a resident of New Orleans, filed suit to recover the sum of 900 pesos, value of a certain slave named Charlo whom she sold to the deceased Pedro Bidou Herbert who agreed to pay for said slave on the last day of the year 1788, and mortgaged said slave to the plaintiff to guarantee payment, all of which was stipulated in a public instrument drawn before Notary Public Fernando Rodriguez, a certified copy of which was introduced as evidence. The plaintiff alleged that Bidou Herbert failed to comply with the agreement, wherefore she petitioned the Court to order that she be paid the 900 pesos due her from the funds of the succession with priority to the claims of the other creditors.

The record shows that Pedro Sauve, testamentary executor; Antonio Mendez, attorney for the widow of Bidou Herbert, and Santiago Felipe Guinault, curator ad litem of the minor heirs, agreed to the payment of the plaintiff's claim, in consideration of which the Court ordered said payment with the provision that it was to be made with priority to any other claim from funds derived principally from the sale of the mortgaged slave and as soon as the succession became in possession of said funds.

(cont'd)

(Doc. #2140)

On Aug. 1, 1790, the testamentary executor complied with the Court order, paying the plaintiff's claim in full.

The costs of the proceedings amounted to 12 pesos and 4 1/2 reales.

#22

#10

File #2037.)	
May 9, 1789.	)	SUCCESSION OF THE FREE NEGRESS
Judge: Joseph de	)	ANGELICA, INVENTORY AND APPRAIS-
Ortega.	)	AL MADE OF HER ESTATE.
CC: P. Pedesclaux.)	
P. 1 to 64.)	
Spanish and French.)	

The last will and testament of Angelica (free negress) shows that she married the late Roberto Horry. They had two children: Juan Bautista and Francisca (both deceased). The latter married and had two children named Maria and Juan Bautista, who according to the last will and testament of Angelica were instituted sole and legitimate heirs of the estate. The last will and testament also shows that the personal belongings of the deceased were to be given to Maria and that Juan Bautista Hugon was instituted Testamentary Executor. In accordance with the inventory made, the estate consisted of personal belongings given to Maria and a house appraised only at 250 pesos because the land on which it was built belonged to the heirs of Bautista Prevost (alias Horry) illegitimate son of the deceased. Maria contended that the inventory made of the properties left by the deceased was not valid because it was not signed by the Court Clerk, and because one of the appraisers was not sworn in before it was made. She also contended that she was not given all the belongings left by the deceased and petitioned the Court to again make the inventory and to order the Testamentary Executor to give her a list of the belongings existing when the inventory was made. The Testamentary Executor petitioned the Court to disregard the contentions made by Maria alleging that the inventory was valid because it was signed by the Judge and

(cont'd)

(Doc. #2141)
cont'd.

and that the Court Clerk did not sign it through carelessness but that he was present when it was made and that it was not necessary to swear in an appraiser before taking inventory but after accepting such appointment. The Testamentary Executor introduced, as a witness Goton Fung, (free negress) who declared that she had personally given the belongings left by the deceased to said Maria.

The Testamentary Executor deposited in the office of Leonardo Mazange the sum of 250 pesos, value of the house sold, which sum produced 80 pesos interest. He also petitioned the Court to compel said Maria to accept the above mentioned sums after deducting the share of her brother Juan Bautista and the costs of the proceedings. At the beginning Maria refused to accept the arrangements of the Testamentary Executor, alleging that the house had produced additional revenue from rent, but the Testamentary Executor proved the contrary and they compromised, Maria accepting the money deposited in the office of Leonard Mazange.

#24
#10

File #2035)
May 11, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish.)

CASE OF
LUIS ALEGRE
VERSUS
MIGUEL ESLAVA.

As evidenced by the promissory note duly presented, the defendant, a resident of the City of Mobile, is indebted to one Jose Dias in the sum of 233 pesos, the latter being indebted to the plaintiff in the same amount. Jose Dias in order to pay the plaintiff endorsed said promissory note, which the defendant although requested on several occasions has refused to pay.

Therefore, plaintiff filed suit against the defendant to recover the above mentioned sum and petitioned the Court to issue a warrant to the Commandant of said City of Mobile, ordering him to serve a summons to the defendant to acknowledge his signature affixed to said promissory note, and once the signature is acknowledged by him and in the event he refuses to pay to seize enough of his property to pay the sum claimed plus interest and costs of these proceedings.

The Court granted the petition.

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

#24
#10

File #2266.)
May 11, 1789.)
Judge: Don E.)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 10.)
Spanish.)

CASE OF
DON SANTIAGO MASICOT
VERSUS
DON THOMAS POREE.

Don Santiago Masicot, Commandant of the Post of Al-
lemands, as curator of the minors grand-sons of the de-
ceased Catalina Chenel, widow of Linclot, petitioned the
Court alleging that in order to protect the paternal
share corresponding to said minors, it was necessary
that the Court order Don Thomas Poree, testamentary ex-
ecutor of the succession of said deceased Catalina Chenel,
to deliver to him whatever property or funds he might
have in his possession, belonging to said succession.

On May 11, 1789, the Court ordered Don Santiago Masi-
cot to present his title of curator of said minors. The
Court after having examined the document which had been
originally written in French and translated into Spanish,
ordered the Clerk to forward a copy of it to Don Thomas
Poree, testamentary executor of said succession.

The record is incomplete.

#23
#10

File #2314	)	CASE OF
May 11, 1789.	)	LUIS DAUBECH
Judge: Andres	)	VERSUS
Almonester y Roxas.	)	SUCCESSION OF GENOVEVA DECALOGNE.
CC: P. Pedesclaux.)	
P. 1 to 11.	)	The plaintiff, a resident of New
Spanish and French.	)	Orleans, through his agent Juan
	)	Paillet, instituted proceedings

to recover the sum of 1760 pesos which he alleged was due him as per certain promissory note executed in his favor by Pedro St. Martin, husband of Genoveva Decalogne deceased. The plaintiff further alleged that the said promissory note had been entrusted to the care of Pablo Segond and that it had been destroyed in the fire of Mar. 21, 1787, in lieu whereof the plaintiff introduced as evidence a document whereby St. Martin acknowledged to owe the sum claimed. The plaintiff petitioned the Court to obtain the declarations of St. Martin and of Segond in connection with his allegations, and then to deliver him the original copy of said declarations in order that he may enforce his claim.

The record shows that St. Martin and Segond in rendering their declarations substantiated the plaintiff's allegations, and that the latter, basing his claim upon their testimonies, petitioned the Court to order the trustee of Genoveva Decalogne's properties to satisfy his claim.

The Court then, before acting on the above petition, sent notice of it to Luis Antonio Decalogne, tutor of the children of Genoveva Decalogne by her first husband Antonio Chouriac. The tutor answered that he would not oppose the payment of plaintiff's claim provided he was guaranteed that

(cont'd)

(Doc. #2144)

cont'd.

the paternal inheritance of the Chouriac minors whom he represented would remain complete and would be delivered to him in full, paying the said claim out of the rest of the funds of the succession, the other creditors to be paid by prorate out of the same funds.

The record, however, is incomplete and only shows that the Court ordered that the plaintiff be notified of Luis Antonio Decalogne's answer to his petition.

The costs of the proceedings thus far amounted to eight pesos and one real.

#22

#10

File #2319	)	CASE OF
May 12, 1789.	)	DON JUAN PAILLET
Judge: Don	)	VERSUS
Josef de Ortega.	)	DON LEONARDO MAZANGE.
CC: P. Pedesclaux.)	
P. 1 to 7.)	
Spanish.)	

The plaintiff, a merchant of this City, brought action to collect from the defendant a resident of the coast of Tchoupitoulas, the past due sum of 200 pesos in Mexican coin, which the defendant failed to pay although requested several times. Wherefore, the petitioner begged the Court to order the defendant to appear and declare whether the signature was his and if he owed the sum claimed.

The plaintiff again petitioned the court alleging that the defendant failed to render his declaration, due to the fact that he resided in his plantation. Wherefore he begged the Court to summons the defendant to appear in Court.

On May 14, 1789, the Court ordered as petitioned.

Finally the plaintiff informed the Court that the defendant had paid him the aforesaid sum of 200 pesos, so he requested the Court to return to the defendant his promissory note and condemn him to pay the costs of the proceedings which amounted to 9 pesos and 4 and 1/2 reales.

The petition was granted.

CASE OF
DON DANIEL CLARK
VERSUS
DON DAVID HODGE.

File #2071.)
May 13, 1789.)
P. 1 to 6.)
Don Josef de)
Ortega.)
CC: P. Pedesclaux.)
Spanish.)

Don Daniel Clark, a merchant of this City, instituted proceedings alleging that Don David Hodge, was the former agent for Don David Monrro, but that now he had superceeded him by being also appointed agent of said Monrro, in this City, as evidenced by the power of attorney that he was presented. Wherefore, the petitioner begged the Court to annul Hodge's power attorney and to order him to make a formal delivery of all the properties, business, and documents that he may have in his possession belonging to his principal.

On May 13, 1789, the Court granted Don Daniel Clark's petition.

Don Daniel Clark, again petitioned the Court, alleging that in order to be able to receive the properties that belonged to his principal, it was necessary that the Court deliver him the original copy of the power of attorney that he presented: he also offered to pay the cost of the proceedings and requested the Court to make an estimate of them.

On May 27, 1789, the court granted the plaintiff's prayer.

File #2145)
May 16, 1789.)
P. 1 to 6.)
Judge: Don)
Josef de Ortega.)
CC: P. Pedesclaux.)
Spanish.)

CASE OF
DON JOSEPH FOUCHER
VERSUS
GUILLERMO MARRE.

The plaintiff, a resident of this City, through his attorney, petitioned the Court alleging that as evidenced by the public instrument presented the defendant, also a resident of this City, was indebted to him in the past due sum of 330 pesos and that although requested on various occasions the defendant failed to pay. Wherefore the petitioner begged the Court to issue a writ of execution against the person and properties of the defendant sufficient to cover said sum plus interest and the costs of the proceedings.

On June 3, 1789, by order of the Court Don Felipe Ravina, Chief Constable, went to the defendant's residence to request him to pay the sum of 330 pesos, the defendant stating that he had already settled said account with the plaintiff.

File #129.

May 19, 1789.

Judge: Estevan

Miro.

CC: R. Perdomo.

P. 1 to 24.

Spanish.

PROCEEDINGS INSTITUTED BY OLIVERO
POLLOCK AND THOMAS PATERSON TO
SETTLE THEIR ACCOUNTS.

The record shows that Olivero Pollock and Thomas Paterson, both businessmen of New Orleans, had many accounts pending between them which they decided to settle amicably by arbitration. For this purpose they filed joint petitions asking the Court to summon certain witnesses and with the Courts' approval they appointed Patricio Morgan, Edgar Gallaudet and Santiago Blair as arbitrators. It appears that only one witness was called named Jason Laurens, who in answering an interrogatory made by Pollock and Paterson, testified that he knew Thomas Paterson to be the sole owner of a certain schooner named "Los dos amigos", but he explained that at the time of the purchase of said schooner Paterson showed to the seller, Felix DeMatterre, a letter of credit from Olivero Pollock. He further stated that he never knew Pollock to own an interest on said schooner.

The three arbitrators, after having carefully examined the petitioners' accounts of which they made an itemized statement, rendered their award ordering Olivero Pollock to surrender a certain conditional note for 434 dollars issued by Thomas Paterson to Juan Prieto and with which Paterson had charged Pollock in their account current, the value of which note Pollock acknowledged to have received from Paterson. They further named Olivero Pollock debtor to Thomas Paterson for the sum of 1306 Mexican dollars the payment of which they declared would settle in full all debts, damages, claims, accounts or demands of whatever nature Paterson may have against Pollock.

(Doc. #2148)
cont'd.

The record further shows that only Olivero Pollock could be notified of the arbitrators' award, Thomas Paterson having left the city for an unknown destination.

The Court, in view of the fact that the case was ended, ordered that the costs of the proceedings which amounted to 38 pesos and 4 1/2 reales be paid by Olivero Pollock out of the funds which he had in his possession belonging to Paterson.

Olivero Pollock then filed a petition to be given a certified copy of the records of the proceedings to use at his convenience.

The Court granted this petition.

#22
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Doc. #2148 A.

Box 54.

File #183)

May 20,)

1789.)

PP. 1 to 9)

Spanish.)

Judge:)

Governor Es-
tevan Miro.)

CASE OF

DON JUAN JOICE

VERSUS

DON MIGUEL ESLABA.

CC: Dn. Rafael
Perdomo.

) Plaintiff, instituted this action,
) for the purpose of compelling the
) Defendant to pay a past due debt of
2184, pesos in Mexican silver coin.

The Plaintiff, through his Attorney brought action against the Defendant, a store-keeper of Mobile, alleging that as it is evident by the documents presented and certified by Juan Bautista Macarty, the Defendant's guarantor, the Defendant was indebted to Plaintiff for the sum of 15,725 pesos in Mexican silver coin of which sum he has paid all but 2184 pesos, and that he has demanded the Defendant to pay said balance of 2184 pesos, and that the Defendant has refused. Wherefore he petitions His Lordship to instruct the commander of the Post of Mobile to seize the properties of the Defendant and to sell said properties at public auction, until the full sum of 2184 pesos, plus costs has been paid.

On May 20th, 1789, Governor Estevan Miro, the presiding Judge order that the documents presented by the Plaintiff, be translated by Juan Joseph Duforst, the Official translator and that said documents after translated be returned to him.

The record shows that on the same day the Court Clerk informed Dn. Juan Joseph Duforest of his appointment in the preceding decree, which appointment he accepted.

The translation shows that Macarty and Eslaba owe to Joyce and MacGuillivray, since Jan.

(cont'd)

8, 1788, for the balance due on Account 1977 pesos, 3 reales, and for the interest on said sum from said date 206 pesos, 5 reales, which amount to 2184 pesos. This account was certified by Don Juan Bautista Macarty that (Trevino) and Eslaba owe to Joyce and Mac Guillivray for the balance due on certain furs they bought in Natchez on May, 1784, said sum of 2184 pesos.

On May 21st, 1789, Governor Miro ordered that a warrant be issued and forwarded to the Commander of the Post of Mobile, Don Vicente Folc, so that he may with said warrant and certify account request the Defendant Miguel Eslaba to pay said account of 2184 pesos which he owed to the Plaintiff, and if he refuses to comply with said payment to seize his properties and sell them at public auction to the highest bidder, to cover said debt of 2184 pesos plus the costs of this proceeding.

The record shows a note from the Court Clerk in which he stated that he has issued and forwarded a warrant with the documents necessary for this purpose to the Commander of the Post of Mobile, as ordered in the preceding decree.

The record ends with an itemized statement of the costs of this proceeding which amounted to 9 pesos 5 reales. This statement was submitted by Luis Liotau, the judicial appraiser on May 23, 1789.

File #131	)	PROCEEDINGS INSTITUTED BY ISIDRO
May 20, 1789.	)	ILLA IN ORDER TO PROVE THAT THROUGH
Judge: Estevan	)	MERE FORGETFULNESS OF CAPTAIN PEDRO
Miro.	)	GUARCH OF THE BRIGANTINE "NUESTRA
CC: R. Perdomo.	)	SEÑORA DE LOS DOLORES" A MISTAKE
P. 1 to 5.	)	WAS MADE IN THE REGISTRATION OF THE
Spanish.	)	CARGO OF SAID VESSEL.

Isidro Illa, resident and merchant of New Orleans, filed a petition alleging that in the month of Feb. of 1789, he shipped to the port of Havana, Cuba, on board the brigantine "Nuestra Señora de los Dolores", under the command of Captain Pedro Guarch, 3690 shooks to make sugar boxes, and that through mere forgetfulness said Captain before sailing registered the aforesaid shipment in the customhouse as consisting only of 2990 shooks. The petitioner further alleged that he wished to prove through the witnesses he offered to present that the true quantity of shooks shipped by him was 3690. Wherefore the petitioner asked the Court to receive the deposition of said witnesses, and give him the original copies of said deposition so that he may enforce his rights.

The record shows that the Court received the declarations of witnesses Luis Macarty and Marie Colgnard both of whom substantiated the petitioner's allegations, in view of which and on Illa's petition the Court declared the testimonies of said witnesses as sufficient evidence which proved that he actually shipped 3690 shooks on the aforementioned vessel. The Court further ordered that Illa be given certified copies of the records of the proceedings upon his request, and that he pay for the costs of said proceedings which amounted to seven pesos and two reales.

File #166)
 May 20, 1789.)
 Judge: Estevan)
 Miro.)
 CC: R. Perdomo.)
 P. 1 to 6.)
 Spanish and French.)

CASE OF
 SANTIAGO MATHER VERSUS
 JUAN JOYSE, AS TESTAMENTARY
 EXECUTOR OF JOSEF COLVERT.

The plaintiff, through his attorney, filed suit against the defendant to recover the sum of 37 pesos and six reales, contending that as evidenced by the promissory note and account he presented the succession of Josef Colvert was indebted to him in the above mentioned sum; therefore the petitioner prayed the Court to order the defendant, as Testamentary Executor of said deceased to pay him the sum claimed.

The Court ordered to forward a copy of the plaintiff's petition to the defendant.

The defendant expressed his willingness to pay the plaintiff his claim, provided said plaintiff would give him a receipt and release in order that he (defendant) might have evidence of all the disbursements made by him from funds of the state.

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

#24

#10

File #156) PROCEEDINGS INSTITUTED BY DON BENJAM-
May 20, 1789.) IN FARRAN, TO OBTAIN A LICENSE TO
Judge: Don E.) SELL HIS SHARE OF THE BRIGANTINE
Miro.) NAMED "EL NAVARRO".
P. 1 to 6.)
CC: R. Perdomo.)
Spanish.)

Don Benjamin Farran, a resident of this city, petitioned the Court alleging that as evidenced by the document he presented, he owned in partnership with Don Guillermo MacFaden, the schooner named "El Navarro", which share he wanted to sell to his partner. Wherefore he begged the Court to grant him the corresponding license in order to effect the sale.

On May 20, 1789, the Court, granted Benjamin Farran, the license requested.

#23
#10

File #196)
 May 20, 1789.)
 Judge: Estevan)
 Miro, and the)
 Baron of Carondelet.)
 CC: R. Perdomo.)
 P. 1 to 56.)
 Spanish and French.)

CASE OF
 SANTIAGO MONLON; LUIS DELA-
 LANDE DAPREMONT AND ANA MARIA
 GREVENBERG, WIDOW OF CAVALIER,
 VERSUS
 LUIS CHAMARD.

The plaintiffs, all residents of New Orleans, filed separate suits against the defendant, a resident of Natchitoches, to recover various sums of money. Their claims represented various mortgages and promissory notes, of which certified copies were introduced as evidence.

The plaintiffs asked the Court to issue writs of execution against the properties mortgaged in their favor which they further asked be sold at public auction in order to satisfy their respective claims, plus the costs of the suits.

The Court issued the writs of execution as petitioned, but the enforcement thereof was suspended when the defendant filed a petition to have the Court order the sale of all his properties in order to pay his creditors and to deliver the sum of 600 pesos to his wife, Catalina Bardou, which he owed her as per their marriage contract.

The record shows that in granting the defendant's petition the Court had itemized statements made of his assets and liabilities, the former amounting to 5635 pesos and the latter to 8918 pesos and 7 reales, and of his property losses which amounted to 7700 pesos. Then an inventory and appraisal showed that the defendant owned properties valued at 892 pesos and 4 reales.

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(Doc. #2152)
cont'd.

The Court then, through Luis Deblanc, Commandant of Natchitoches wherein the defendant's properties were located, proceeded to sell said properties at public auction, but this was not possible to carry out owing to the fact that not enough number of bidders appeared at the auction.

Plaintiff Santiago Monlon, having been notified of the above, petitioned the Court to adjudicate to him as partial payment of his claims, which amounted to 1337 pesos and one real, the negress named Feliciana whom the defendant had mortgaged in his favor and who Monlon offered to take at the price of 500 pesos, which was 275 pesos higher than said negress' appraised value.

The Court granted Monlon's petition, but before the final steps could be taken to adjudicate the aforementioned slave to Monlon, the defendant's wife filed a petition opposing said adjudication on the ground that she held a privileged claim for 600 pesos against her husband's properties by virtue of her dotal rights which she expected to satisfy in part with said slave, who she alleged was the only one her husband owned.

The record, however, is incomplete and only shows that Santiago Monlon was notified of the above petition.

#22
#10

File #2247)
May 20, 1789.) PROCEEDINGS INSTITUTED BY FRAN-
Judge: Josef) CISCO JULIA SAULET, TO HAVE AN
Ortega.) INVENTORY AND APPRAISAL MADE OF
CC: p. Pedesclaux.) THE PROPERTIES LEFT BY HER DE-
P. 1 to 12.) CEASED HUSBAND, ESTEVAN LA RUE.
Spanish.)

Francisea Julia Saulet, widow of Estevan La Rue, appeared before the Court and stated: That as evidenced by the contract of matrimony she duly presented, when she married said Estevan La Rue, she brought as dowry the properties shown on the contract; therefore the petitioner prayed the Court that an inventory and appraisal be made of all the property acquired during her marriage, as well as the property she brought into it so that she may separate her property from the one belonging to the community, or its equivalent, adding that she renounced her rights to the estate of her deceased husband.

The Court granted the petition and ordered the Clerk to summon all the creditors of the estate of the deceased, so they may witness the inventory and appraisal.

The estate was left in possession of the petitioner who bound herself to keep it at the disposal of the Court until requested.

File #2270
May 20, 1789.
Judge: Estevan
Miro.
CC: P. Pedesclaux.
P. 1 to 3.
Spanish.

CASE OF
FRANCISCO MAYRONE
VERSUS
ALEXANDRO DUPONT & CO.

The plaintiff, a resident and merchant of this City, brought action against the defendant to recover the sum of 1280 pesos, in new Mexican coin, contending that as evidenced by the promissory note he presented, the defendants were indebted to him in the above mentioned sum; therefore the petitioner prayed the Court to forward a warrant with a copy of this petition and the original of said promissory note to Luis de Blanc, Commandant of the Post of Natchitoches, ordering him to serve a summons to Alexandro Dupont one of the defendants who resided in said Post, for the purpose of questioning the defendant whether the signature affixed to the promissory note, was his and whether he was indebted to the petitioner in the sum claimed, and if so, to issue a writ of execution against the person and properties of said Alexandro Dupont, to liquidate the sum claimed plus interest and costs of the proceedings.

The Court granted the petition.

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

#24
#10

File #2139)
May 22, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 3.)
Spanish and French.)

CASE OF
PEDRO JOSE FABROT
VERSUS
ANTONIO BOUDOUSQUE.

The plaintiff, Captain of the permanent regiment of this City, filed suit against the defendant to recover the sum of 2524 pesos, which has been past due for sixteen months, contending that as evidenced by the promissory note he presented, the defendant was indebted to him the above mentioned sum, which the defendant had refused to pay although requested on several occasions.

Therefore, the petitioner prayed the Court to order the defendant to acknowledge his signature affixed to said promissory note and declare whether he was indebted to the petitioner in the sum claimed, and if so, to issue a writ of execution against the properties of the defendant to liquidate the sum claimed, plus interest and costs of these proceedings.

The Court ordered as petitioned by the plaintiff.

The record shows that the Court Clerk complying with the decree of the Court tried to locate the defendant but he was informed that the defendant was living in the country.

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

#24

#10

File #166	)	CASE OF
May 23, 1789.	)	GEORGE PROFFIT
Judge: Estevan	)	VERSUS
Miro.	)	FRANCISCO CHEVALIER.
CG: R. Perdomo.)	
P. 1 to 8.)	
Spanish.)	

The plaintiff, a resident and merchant of New Orleans, through his attorney Antonio Mendez, filed suit to recover the sum of 355 pesos in Mexican currency which he alleged the defendant, a resident of the post of Iberville, owed him as per the certified copy of a public instrument which he introduced as evidence. The plaintiff petitioned the Court to issue an order directing the Commandant of the post of Iberville to request the defendant to pay said sum or, in default, to attach enough of his properties to satisfy said sum, and especially to attach two negroes he mortgaged in favor of plaintiff which guaranteed payment of his debt. The plaintiff further asked the Court to order said Commandant to sell at public auction said properties or slaves and to remit the proceeds thereof to this City.

The Court issued the order as petitioned by the plaintiff, but before it was carried out the defendant died, in consideration of which and after denying a petition of the plaintiff whereby he asked that the Commandant of Iberville be ordered to remit to this City the two mortgaged negroes, the Court decided that the said commandant defer the remission asked by the

(cont'd)

plaintiff until the Court received the records of the succession of the defendant.

The case is incomplete and the cost of the proceedings so far amounted to six pesos and three reales.

#22

#10

File #2157)	
May 23, 1789.	)	CASE OF
Judges: Josef	)	THE ABSENT HEIRS OF GASPAR PICTET,
de Ortega and	)	THROUGH THEIR ATTORNEY SANTIAGO
Manuel Serrano.	)	FELIPE GUINAULT,
CC: P. Pedesclaux.	)	VERSUS
P. 1 to 52.	)	JOSEPH VERLOIN DEGRUY AND HIS WIFE
Spanish	)	MARIANA COUTURIER.

The record shows that previous to the filing of this suit, defendant Joseph Verloin Degruy, as husband by second marriage of Mariana Couturier, at the death of Gaspar Pictet, first husband of said Mariana Couturier, filed suit to obtain the annulment of clause thirteenth of said Gaspar Pictet's last will and testament whereby Pictet's nephews were named as his heirs in the event his only son, Gabriel Gaspar Pictet, whom he named as his sole heir, died while still a minor.

It developed that at the death of Gaspar Pictet his entire estate was adjudicated to his wife, Mariana Couturier, as tutoress of their minor son Gabriel Gaspar Pictet, and when the latter died still in his minor age, defendant Joseph Verloin Degruy, who had married the widow, Mariana Couturier, filed suit to have the above mentioned clause annulled on the ground that it abrogated his wife's right to inherit the estate of her deceased son. Gaspar Pictet's nephews through their attorney contested Verloin Degruy's suit, and the Court, after having carefully studied the case, rendered judgment in favor of Pictet's nephews, upholding the validity of the contested clause and ordering Degruy, as the representative of his wife, to surrender the sum of 7878 pesos and two reales, appraised value of Pictet's
(cont'd)

entire estate, plus the sum of 4890 pesos and seven reales interest on the first sum at the rate of 5% per year.

Joseph Verloin Degruy then appealed the Court's judgment and the case was remitted to the Superior Court at Havana, Cuba, for final decision, but he failed to deposit in the custody of the General Receiver, within the time prescribed by law for cases of that nature, the amount he had been ordered to surrender which totalled 12,776 pesos and one real. This fact prompted Pictet's nephews to file this suit to compel Degruy to make said deposit.

The record further shows that upon Degruy's failure to obey a Court decree whereby he was ordered to make the required deposit, properties valued greatly in excess to the amount he owed were attached from him through the error of the persons commissioned for the attachment. Consequently he brought this fact to the Court's attention, and the latter released some of said properties, leaving the attachment stand on properties valued at 13,520 pesos which the Court judged enough to cover the sum owed, plus interest and ~~the~~ costs. The Court also granted a petition by Degruy, letting him remain in possession of the attached properties as the lessee thereof for the annual rent of 676 pesos which was to be paid to Rodulfo Josef Ducros, permanent Alderman and General Receiver of New Orleans.

Then, upon petition of attorney Santiago Felipe Guinault, Degruy was ordered to deliver to Guinault the sum of 500 silver pesos to pay for the costs of the appeal which was to be heard by the Superior Court at Havana, Cuba.

The record is incomplete and ends with a petition filed four years later by the General Receiver whereby he informed the Court that Degruy was 1128 pesos in arrears. The record fails to show what action the Court took in this regard.

File #2358	)	CASE OF
May 23, 1789.	)	SANTIAGO TIXERRAN (FREE
Judge: Don Joseph	)	NEGRO VERSUS DON LUIS
de Ortega.	)	LIOTAU.
CC: P. Pedesclaux.)	
P. 1 to 34.)	
Spanish.)	

The plaintiff a (free Negro) resident of this City, petitioned the Court alleging that he had agreed to build a house for the defendant for the sum of 500 pesos, to be paid when said house would be finished, in accordance with a contract drawn in the presence of several witnesses. After the petitioner had finished the aforesaid house, the defendant failed to pay, alleging that he had already made several payments on it. Wherefore, the petitioner begged the Court to compel the defendant to declare under oath whether he owed the sum claimed.

On May 26, 1789, by order of the Court the defendant appeared and denied the plaintiff's allegations on the ground that he did not comply with all the clauses stipulated in the contract, which caused him damaged and losses. The document further shows that both parties compromised and agreed to equally share the costs of the proceedings which amounted to 21 pesos and 4 reales.

File #2054
 May 25, 1789.
 Judge: Estevan Miro.
 CC: P. Pedesclaux.
 P. 1 to 8.
 Spanish and French.

CASE OF
 ANTONIO BIENVENU
 VERSUS
 THE SUCCESSION OF PEDRO BIDOU
 HERBERT.

The plaintiff, a resident of this city, filed suit against the defendants to recover the sum of 3625 pesos, in Mexican coin. The plaintiff contended that as evidenced by the promissory note he presented, the late Pedro Bidou Herbert was indebted to him in the sum of 4125 pesos of which amount the deceased paid him 500 pesos leaving a balance of 3625; therefore, the petitioner prayed the Court to order the Testamentary Executor to pay his claim from the proceeds of the sale of the properties left by said deceased.

Pedro Saure, Testamentary Executor, Antonio Mendez, Attorney for the widow of the deceased and Santiago Felipe Guinault Curator ad-litem of the minor children acknowledged the claim of the plaintiff and recommended same for payment. The Court taking into consideration these acknowledgements ordered the Testamentary Executor to pay the plaintiff his claim and those of the other creditors at prorata.

#24

#10

File #2142)
 May 25, 1789.)
 Judge: Estevan)
 Miro.)
 CC: P. Pedesclaux.)
 P. 1 to 9.)
 Spanish and English.)

CASE OF
 JAMES FERGUSON
 VERSUS
 THE SUCCESSION OF JOSEPH
 CALVERT.

The plaintiff, a resident of New Orleans, brought action against the succession of Joseph Chavert to recover the sum of 59 pesos 1 1/2 reales. The petitioner contended that as evidenced by the two promissory notes he presented, the deceased Joseph Calvert who died in Mobile was indebted to him in the above mentioned sum for food furnished; therefore petitioner prayed the Court to order Juan Joyce, Testamentary Executor who at that time was in N. O. to pay him his claim.

Juan Joyce, acknowledged the claim of the plaintiff and recommended same for payment. The Court taking into consideration this acknowledgement ordered him to pay the claim which he did, and obtained from the plaintiff a proper receipt.

#24
 #10

File #2171)	
May 26, 1789.)	
Judge: Estevan	)	PROCEEDINGS INSTITUTED BY EDGAR
Miro.	)	GALLAUDET, TO OPEN AND MAKE PUBLIC
CC: P. Pedesclaux.	)	THE LAST WILL AND TESTAMENT OF THE
P. 1 to 16.	)	LATE CRISTOVAL BEARD.
Spanish.)	

Edgar Gallaudet, a resident of this City, appeared before the Court and stated: That according to his knowledge Cristoval Beard before dying made an holographic will and filed it in the office of Pedro Pedesclaux, Court Clerk; therefore on the assumption that he had been appointed Testamentary Executor he petitioned the Court to open and make public said last will and testament in the presence of the witnesses who signed it.

The Court opened said last will and testament and the witnesses declared to be that of the late Christoval Beard. The will showed that the deceased did not institute any heir. In this case the Court explained the estate would be inherited by the father and mother, but in the absence of these by the nearest relatives. As the decedent failed to institute any heirs he was considered as partly intestate, however since he appointed Edgar Gallaudet as his Testamentary Executor the Court abided by the decedent's will and considered said decedent as partly testate. The Court officially approved the will and ordered it to be filed in the office of the Court Clerk for future use.

#24
#10

File #135.	)	PROCEEDINGS INSTITUTED BY ANTONIO
May 27, 1789 . 1789	)	BOUDOUSQUIE TO OBTAIN A MORATORIUM
Judge: Estevan	)	OF FIVE YEARS TO PAY HIS DEBTS.
Miro.)	
CC: R. Perdomo.)	
P. 1 to 12.)	
Spanish and French.)	

Antonio Boudousquie, a resident and merchant of New Orleans, presented to the Court a letter written in French addressed to his creditors requesting a moratorium of five years to pay certain sums of money he was credited to them. Boudousquie emphasized the fact that the heavy losses he sustained have prevented him to meet his obligations but that he is endeavoring to rebuild his business with the aid of his relatives and friends and pay his creditors with the profits at the end of each year which he would divide among them at prorata.

In his petition Boudousquie request that the letter be translated into Spanish and that the creditors who agreed to the moratorium and signed their names in said letter appear to identify their signatures.

On petition of the Court the creditors, with the exception of two, who were absent from the city, acknowledged their signatures affixed on the letter and by so doing officially granted Boudousquie the five years moratorium.

#24

#10

File #2239)
May 27, 1789.)
Judge: Joseph)
de Ortega.)
CC: P. Pedesclaux.)
12 pages.)
Spanish and French.)

PROCEEDINGS INSTITUTED BY DON
BERNARDO LAFOSEE TO OBTAIN A
PERMIT TO SELL AT PUBLIC AUCTION
A MULATRESS SLAVE.

Don Bernardo Lafosee resident of New Orleans, petitioned the Court alleging, that being empowered by Monsieur Lapauze, resident of Port-au-Prince, French Santo Domingo to sell a mulatress named Margarita of his ownership, which said Sr. Lapauze acquired by purchase from Monsieur Romain, as evidenced by documentary evidence duly presented in the French language. Wherefore petitioner begged the Court to examine his witnesses under the usual oath and ask them to identify the signature of Sr. Lapauze and attest to the fact that said Sr. Lapauze delivered the aforesaid mulatress to petitioner in order to be sold by him in New Orleans.

On May 27, 1789, the Court granted petitioner's prayers and ordered the documentary evidence to be translated into Spanish by Don Juan Josef Duforest official court translator. After the translation was made the Court granted Don Bernardo Lafosee a permit to sell at public auction the mulatress Margarita, property of Sieur Lapauze, now in his possession.

#21

#10

File #127) PROCEEDINGS INSTITUTED BY OLIVERO
 May 28, 1789.) POLLOCK FOR THE PURPOSE OF OBTAINING
 Judge: Estevan) THE SEIZURE OF THE SUM OF 10,000
 Miro.) PESOS BELONGING TO HIS DEBTOR DON
 CC: R. Perdomo.) PEDRO WHITESIDE, A RESIDENT OF LONDON
 Spanish and) ENGLAND, WHICH SUM WAS IN THE POSES-
 English.) SION OF CLARK AND REAUD, MERCHANTS
 P. 1 to 25.) OF THIS CITY.

Olivero Pollock, a resident and merchant of New Orleans, instituted these proceedings for the purpose of securing the seizure of the sum of 10,000 pesos belonging to Pedro Whiteside, a resident of London, England, who Pollock claimed was indebted to him in the sum of 15,747 pesos by reason of having entrusted said sum to Whiteside to pay certain bills of exchange drawn by Pollock which Whiteside failed to do, using instead said sum to finance his own personal business. In his petition Pollock alleged that Clark and Reaud, merchants of this City, had in their possession money belonging to Whiteside which in his opinion was enough to cover his claim. He further alleged that Whiteside was in an impoverished condition in the City of London, wherefore he could not hope to obtain the payment of his claim directly from Whiteside. He then petitioned the Court to order Clark & Reaud to hold in their possession Whiteside's money and especially the sum of 10,000 pesos which Clark and Reaud were ready to deliver to Pollock as soon as the latter proved the legitimacy of his claim and posted a bond to cover whatever damages may result from that claim.

The Court granted Pollock's petition and instructed Clark and Reaud not to dispose of the 10,000
 (over)

(Doc. #2164)

cont'd.

pesos they had in their possession pending the presentation of Pollock's documentary evidence.

The record shows that Olivero Pollock fully established the legitimacy of his claim which when it was itemized in the account current he presented as part of his documentary evidence, was reduced to the sum of 14,676 pesos and two reales.

The record further shows that at this stage of the proceedings one Santiago Blair who had already collected from Clark and Reaud the sum they had for Whiteside filed a petition to have the Court award him the money claimed by Pollock alleging that it was due the firm of Cholet and Co., merchants of the Dominican Islands, whom he represented in this City. He explained that through certain business transactions Clark and Reaud became indebted to Whiteside who empowered his principals Cholet & Co., to collect that debt, and that he in turn has been commissioned for that purpose. (Note: It seems strange that Blair, having received the money which he believed was due his principals, should now petition the Court to award him same. However, Blair's attitude may be explained by the fact that he knew this suit was pending since he acted as witness for Pollock and consequently he wished to avoid legal entanglements and possible responsibilities by having the Court declare his principals as the rightful claimants to the money in question.)

The Court then, in view of the evidence presented by Pollock and that Blair presented none, denied the latter's petition and ordered him to pay Pollock's claim out of the funds he had received from Clark and Reaud and also in the event he had disposed of said

(cont'd)

(Doc. #2164)
cont'd.

funds and so that Pollock's claim may be paid in full to surrender an obligation signed by Clark & Reaud in favor of Cholet and Co., amounting to 12,500 pesos.

The record ends with a petition filed by Olivero Pollock asking to be delivered the documents he had presented as evidence. The Court granted his petition.

The costs of the proceedings amounted to 27 pesos and one real.

#24(a)
#10

File #2043)
May 28, 1789.)
Judge: Gov. Miro.)
CC: P. Pedesclaux.)
P. 1 to 5.)
Spanish.)

CASE OF
DON JOSEPH BRAU
VERSUS
DON JACQUES FAURTIN.

Don Joseph Brau, through his attorney Felipe Guinault, filed suit to recover the sum of 600 pesos value of a creole negress, which he sold to defendant, and as evidenced by bill of sale he duly presented, the defendant promised to pay the aforesaid sum within one year from Sept. 23, 1787. The plaintiff petitioned the Court to order Don Alexandro DeClouet, Commander of the Attakapas District to subpoena the defendant who resided in said district, to either pay said sum, or to have his property seized and sold at public auction.

The Court ordered that a translation into Spanish be made of the said bill of sale*, and issued a warrant to the said commandant of the Attakapas district, asking the defendant to appear and declare if he was indebted to plaintiff in the said sum; also sent a summons to Mr. Lachaussee witness to said note to acknowledge his own signature at the foot of said note.

The record ends here and the outcome is not known.

*The bill of sale written in French, mentioned in these proceedings is not included in the file.

#21
#10

File #2241	)	CASE OF
May 28, 1789.	)	DON LUIS DAPREMONT
Judge: Don	)	VERSUS
Joseph Ortega.	)	A FREE MUIATTO LUIS DAUNOY.
CC: P. Pedesclaux.)	
P. 1 to 8.)	
Spanish and French.)	

The plaintiff, petitioned the Court alleging that the defendant owed him 445 pesos, which sum he failed to pay, and he requested the Court to order said defendant to appear before the Court to acknowledge his debt to the petitioner.

By order of the Court the defendant appeared, and acknowledged his debt but in view of defendant's refusal of payment the plaintiff petitioned the Court to issue a warrant of arrest against the defendant who was incarcerated and compelled to pay the plaintiff's claim.

Said plaintiff later declared before the Court to have received in full the sum claimed, and begged the Court to free the defendant and make him pay for the costs of these proceedings which amounted to 11 pesos and 7 reales.

#24(a)
#10

File #2274)	
May 28, 1789	)	CASE OF
Judge: Governor	)	DON BENJAMIN MONSANTO
Miro.	)	VERSUS
CC: P. Pedesclaux.	)	THE SUCCESSION OF DON PEDRO BIDOU
P. 1 to 10.	)	HERBERT.
Spanish and French.)	

Don Benjamin Monsanto, merchant and resident of N. O. filed suit to recover four hundred and forty three pesos, six reales, which sum owed him the succession of Don Pedro Bidou Herbert, as evidenced by the promissory note duly presented; therefore he petitioned the Court to order Don Pedro Sauve, Testamentary Executor of said succession to pay the sum claimed.

The Court ordered the translation of the aforesaid note from French into Spanish which was done by Don Estevan Quinones, and then served notice on Don Pedro Sauve.

Don Pedro Sauve, Testamentary Executor of said succession; Don Antonio Mendez, attorney for the widow, and Don Santiago Felipe Guinault attorney for the minors answering the summons of the Court, unanimously declared that after examining the note in question and the records of the decedent found the claim just and recommended it for payment, the claim to be prorated together with that of other creditors.

The Court ordered Don Pedro Sauve, to pay said sum at prorata provided there were sufficient funds.

#21
#10

File #2285	)	CASE OF
May 28, 1789.	)	DON JUAN BENTURA MORALES
Judge: Don	)	VERSUS
Joseph Ortega.	)	DON CARLOS LAFONCHERE DAUNOY.
CC: P. Pedesclaux.)	
P. 1 to 12.)	
Spanish and French.)	

The plaintiff, as one of the creditors of the succession of Don Francisco Birot, brought action against the defendant in order to compel him to pay the sum of 42 pesos 4 reales for which purpose he was served summons to appear in Court in order to identify the signatures affixed to several unpaid orders for effects taken from the store of the late Francisco Birot, and to declare whether he owed the aforesaid sum detailed in said notes.

In accordance with the above petition the Court ordered the defendant to appear to identify his signature.

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

#24(a)
#10

File #2306)
May 28, 1789.)
Judge: Estevan)
Miro.)
CC: P. Pedesclaux.)
P. 1 to 5.)

CASE OF
THOMAS PORRE
VERSUS
JUAN FRANCISCO ESCOFFIER
(resident of Opelousas).

The plaintiff, a resident and merchant of this city, through his attorney, brought action against the defendant, a resident of Opelousas, to collect the sum of 1550 pesos balance due on six slaves sold to said defendant.

The plaintiff begged the Court to order the Commandant of Opelousas Don Nicolas Forstall to seize the defendant's property and to sell it at public auction to cover the sum claimed plus interest and the costs of the proceedings.

The Court issued the order as petitioned by the plaintiff, but the record is incomplete and the outcome of the case is now known.

#24 (a)
#10

File #113)
May 29, 1789.)
Judge: Estevan)
Miro.)
CC: R. Perdomo.)
Spanish.)
P. 1 to 38.)

CASE OF
DANIEL CLARK AND
DAVID ROSS, AS AGENTS AND ATTORNEYS
IN FACT OF ENRIQUE BAYLY OF HAVANA
VERSUS
GILBERTO ANTONIO DE ST. MAXENT.

The plaintiffs, residents and merchants of New Orleans, as agents of Enrique Bayly, a resident of Havana, Cuba, filed suit for the purpose of recovering the sum of 51,445 pesos and fifty cents covering a certain bill of exchange drawn by the defendant, originally in favor of Felipe Alwood against Mr. Flon of Havana, Cuba. Said bill of exchange was subsequently indorsed to George Stoney and finally by the latter to the plaintiff's principal, who previous to the filing of this suit had instituted proceedings before the Court of Havana, in order to have the defendant's signature identified and thus gain time, for the plaintiff had been told that St. Maxent wanted to divide his property. In his petition Bayly requested that the Court in New Orleans enjoin the defendant from transferring his properties to his heirs which, according to the plaintiffs' principal, the defendant intended to do. A warrant to this effect was issued, which was presented by the plaintiffs to the Court requesting that the recorder of mortgages be notified of it so the defendant may not dispose of his property until the settlement of this case.

The defendant in his declaration before the Court admitted the legitimacy of the plaintiffs' claim, but stated that said sum was involved in a transaction of
(cont'd)

(Doc. #2170)

illicit trade in which Felipe Alwood had also participated, on account of this the government had attached property of the defendant in the city of Havana, valued at about 39,000 pesos. He further denied his intention of disposing of his properties and asked the Court to suspend action in the plaintiff's claim until the Supreme Council of Indies had passed its decision on the trial pending for the aforesaid illicit trade. However, the plaintiffs insisted on pressing the claim and petitioned the Court to seize the defendant's property, but as one Patricio Morgan had already instituted proceedings against the defendant, Bayly's claim was referred to the receivers of St. Maxent who petitioned the Court to nonsuit Bayly on the ground that against all good legal business practices he had neglected to protest the note in due time.

Finally the Court decreed to suspend these proceedings until the Secretary of Indies had passed sentence upon the contraband suit; and let the defendant pay for the costs of these proceedings which costs amounted to 80 pesos 4 1/2 reales.

The plaintiffs disagreed with the preceding decision and with the consent of the Court brought this suit to the Superior Tribunal in Havana.

#24(a)

#10

File #162	)	PROCEEDINGS INSTITUTED BY DON
May 29, 1789.	)	DANIEL CLARK AS AGENT FOR DON
Judge: Gov. Miro.	)	DAVID MUNRO TO SUBSTITUTE DON
CC: Perdomo	)	DAVID HODGE IN THE COLLECTION
1 to 9.	)	OF A DEBT FROM THE SUCCESSION
Spanish.	)	OF PIERRE CHABERT.

Don David Munro of Natchez, had empowered Don David Hodge of New Orleans, to collect a debt from the Succession of Pierre Chabert. Later, Munro decided to appoint Don Daniel Clark, merchant of New Orleans to substitute Mr. Hodge in the proceedings for the collection, wherefore the newly appointed agent presented the Power of Attorney and petitioned the Court to recognize him as the sole agent of Don David Munro, in connection with the aforesaid collection; he also prayed that David Hodge be notified.

After notice had been served of the above on Don David Hodge he answered the Court that he had no objection to be released of his commission and let Daniel Clark handle the affairs against the Succession of Pierre Chabert.

The Court accepted the petitioner as the only agent for Mr. David Munro and revoked the Power of Attorney formerly held by David Hodge.

#21
#10

File #167) PROCEEDINGS INSTITUTED BY DON
May 29, 1789.) JUAN LOUIS MARTINENG TO PROVE
Judge: Governor Miro.) HIS MARRIAGE ~~WIT~~ DOÑA ANNE
CC: R. Perdomo.) PEQUI BOTIN.
P. 1 to 13)
Spanish.)

Don Juan Louis Martineng, resident of New Orleans, thru his attorney Don Antonio Mendez, petitioned the Court alleging that he arrived in this city accompanied by his wife in the year 1785, and in possession of their marriage certificate; that having to leave this colony as a seaman, he left certain papers and the said certificate in the care of Don Juan. Bte. Hornes, merchant of this city; that on his return last year Hornes notified the petitioner that the papers he intrusted him had been burned in the great fire of March 21, 1788; that desiring to certify said loss, the petitioner prayed the Court to admit the testimony of Don Pierre Bonne, Don Joseph Consollat and Don Juan Bte. Hornes, residents of New Orleans, who testified under oath; that they had for the past five years known petitioner and that it was publicly known Doña Anne Pequi Botin was his legitimate wife and that they lived together as such.

Governor Miro, decreed that the evidence produced by the witnesses was insufficient because it did not prove the absolute legitimacy of the petitioner's status.

On June 10, 1789, thru his attorney Don Juan Louis Martineng, again petitioned the Court to admit the testimony of additional witnesses to prove his marriage ~~with~~ the said Doña Annie Piqui Botin in accordance with the laws of our Holy Catholic Church.

(cont'd)

(Doc. #2172)
cont'd.

The Court ordered the admission of the testimony of the following additional witnesses presented by petitioner.

Don Juan Baptiste Rougier, seaman, /^{who} declared that the wedding had taken place a few days after he had called at the port called Baltimore. When on various occasions he visited the parents of the bride he had heard them refer to the wedding of their daughter to the said Juan Louis Martineng.

Don Jacques (Santiago) Duref, seaman who declared that he had been employed as seaman aboard the vessel commanded by Juan Louis Martineng; and felt certain that in the year 1785 said Martineng contracted matrimony with Doña Anne Pequi Botin, resident of Baltimore.

Don Antonio de Leo, who declared that, while in Baltimore about 4 years ago, Don Juan Louis Martineng was legitimately married with Doña Anne Pequi Boton; he knew because he assisted at the wedding.

The Court granted the petitioner a certificate of his matrimony.

#21
#10

File #~~2380~~²¹
May 29, 1789.
Judge: Don
Joseph Ortega.
CC: P. Pedesclaux.
P. 1 to 4.
Spanish.

)
) PROCEEDINGS IN THE SUCCESSION
) OF FELIPE CHESNE TO EFFECT A
) COLLECTION.
)

Don Antonio Palda petitioned the Court alleging that he had spent on the succession of Don Felipe Chesne the sum of 183 pesos as evidenced by the account he presented, and inasmuch as the property of the succession had been sold for cash he prayed the Court to order the administrator to pay his claim.

The Court ordered that the account be added to the files of the succession so that it may be taken care of in due time.

#24(a)
#10

File #2368)
 May 29, 1789.)
 Judge: Don Joseph)
 Ortega.)
 CC: P. Pedesclaux.)
 P. 1 to 5.)
 Spanish.)

PROCEEDINGS INSTITUTED BY
 DON JOSEPH WILTZ IN ORDER
 TO RECOVER A STOLEN HORSE

Don Joseph Wiltz, through his attorney Santiago Felipe Guinault, petitioned the Court, alleging that in the month of April 1784, he purchased from Don Francisco Sumars de Belille a resident of Tchoupitoulas District, several horses, among which was a brown one that he branded with the letters IV in the presence of Don Eugenio and Don Roberto Fortier and two negro slaves named Charlot and Riton. The petitioner further alleged that several of the aforesaid horses were stolen from him in the year 1784 and that recently he found the horse described above in the possession of one Joseph Rivero, a cart-driver. Wherefore he made a formal claim of said horse as his own, inasmuch as in addition to the aforementioned identification marks there were many persons who knew the petitioner as its legitimate owner, whose testimony the petitioner offered the Court to prove the truth of his allegations; he also asked that the said Joseph Rivero be ordered to bring the horse in question so that the witnesses may identify it.

The Court issued a decree granting Joseph Wiltz's petition, but the record is incomplete and the outcome of the case is not known.