





BOORUM & PEASE "NOISEAR" ®

Sale of a plantation by Sr. Macnemara to Sr. Latil 12-19

Preparing for departure for France aboard the Royal Frigate " l'Opalle", Sr. Pierre Germain, fearful of some unforeseen accident during the voyage & wishing to leave his temporal affairs in order; by notarial act entrusts all of his property to his brother-in-law Jean Milhet, appointing him his residuary Legatee... 12-22

Last will & testament of Mrs. Anne Galbrun, wife of Barthelemy Dubic 12-23

Agreement between Nicholas Chauvin Lafreniere, and Mr. and Mrs. Claude Tourangin 12-26

Copy of marriage contract: Jean B. Dublanc, native of Bordeaux, & Rose Toureil, widow of Chas. Haudoyer, native of the Borough of St. Pierre, Isle of Martinique
True copy of original deposited for registry in N.O. by Mrs. Dublanc 12-29

By act passed at N.O. before undersigned Notary & 2 witnesses. J.B. Garic, Attorney for Vacant Estates, & his wife, Marie Antoinette Fourennes de la Masse, sell a house & lot on Bourbon & Dumaine Sts., to Pierre Henry Derneville 12-30

Appearing before undersigned Royal Notary, Louis Barbeau Boisdore, Surgeon, declares that, by judgment rendered by S.C of this province he is authorized to collect 20,000 300 French pounds due in the succession of Francois Noyon # 55310-11

Pierre Rene de Harpain de la Gautrais, hereby acknowledges a legitimate debt to Mme. Francois Petit de Coulange, widow of D'Auberville 12-30

Before royal notary, and in presence of witnesses, appeared Nicolas Le Duff & Denis Braud, who said & declared that they sold & guarantee to free of all debts, etc to the Sr. Jean Arnoult, merchant of this city, a plantation situated about 4 leagues above the city at the Choupitoulas... 11-23

Before royal notary & in presence of witnesses Dame Marguerite Pierremont, widow Canette, who is dying in her house on Conti St., makes this her last will and testament 11-23

Succession of Sr. & Dame Fazende 11-25

Succession of Jean Jadart de Beauchamp, Knight of St. Louis Lt. of the King at Mobile 12-3

Marriage Contract: Louis Collet, & Marie Rose Frederic, native of Des Allemands 12-4

Dame Felicite Dubreuil, wife of Hypolite Amelot de la Roussille, conveys to her brother Villars Dubreuil, all of her rights, title & interest in & to the succession of their mother, Mme. Felicite de la Chaise, Dubreuil 12-5

Power of Attorney given by the undersigned to Quarter-Master Toutan Beauregard 12-11

Personally appeared Dame Marie Anne Barret, spouse of Sr. Cazelas, who declares he left the colony 6 years ago, and has not been heard from since, Mme. Cazelas prays in her name as universal legatee to have estate settled 12-12

Surety Bond of Sr. Pierre Hardy de Boisblanc 12-16

Auction Sale: Effects of Sr. & Dame Fazende 12-17

Succession of Sr. Louis Besse & Dame Laby, his wife 12-

Lastwill & testament of Mme. Marie Catherine Minique, wife of Sr. Pons 12-

Succession of Dubreuil. Opposition. Mr. Malo, Commissioner of Marine at Havre de Grace, protests & makes opposition to the distribution of funds proceeding from the succession of Dubreuil, until Mr. Ballot, recovers the sum of 10,000 livres... 9-12

By notarial act, Laurent Rivoire, merchant in N.O. granted a procuracy to Louis C. LeBretton, associated Councillor of the S.C of La. Rivoire is about to sail for France, so he empowers LeBretton as his attorney and for him to collect annuity bonds of the City Hall of Paris or any other of the King's Revenues, the arrears due for 1756, 1757, & 1758 9-14

Deed of gift to the survivor. Paul Augustin Le Pelletier de la Houssaye, knight of the Royal & Military of St. Louis, & Dame Madeleine Victoire Petit de Levilliers his wife, not having any children & not expecting any, make a mutual donation to the survivor of all their properties... 9-15

Succession of Jean Jadart de Beauchamp & his wife 9-20

BURAT

Marriage Contract: Joseph Durand, native of Mobile, and Louise Milhet, native of N.O. 9-23

Declaration by Francois de Reggio, ratifying actions of wife in a transaction involving her patrimonial property 9-25

Certification of death of two slaves, these slaves were shipped to Louisiana on the boat "La Judith", some were transferred to the boat "Lopal", since the transfer 1 negro fell overboard & was drowned & 1 died on arrival in N.O. 10-2

Before the clerk of the S.C. Julien Vienne, merchant of this city, declares that Jos. Hannoteau, about to sail for France has not had time to publish & advertise his departure. Vienne declares that he has posted a

(posted a) surety bond & will be responsible for & pay
all debts that Hamnoteau may have contracted 10-6

Succession of Daniel Hubert, known as La Croix 10-7

Manumission of a slave. Negress slave Fanchon, having
attended & nursed her master Pierre Germain, during a period
of illness, the said Germain, in recognition of her devoted
services. Wishes to give her full freedom...10-16

Widow Daunoy, in her name & as tutrix of her minor children
declares that she has 5 lots of ground in this city & a
plantation called " le petit desert" situated 2 leagues
from the city, as she has not the strength to cultivate,
in order to make them pay...she petitions the S.C to grant
her a convocation of parents & friends to deliberate on
sale of above properties 10-8

Acknowledgment of settlement. in re: partnership of J.
Carriere & Grure 10-20

Marriage Contract: Pierre St. Martin Beaucher and Charlotte
Therese Gallot 10-21

Family meeting of the Daunoy Minors 10-30

Succession of Christian Wenger & Catherine Klein, his wife
11-4

Emanicipation of Jac. Le Duc 11-9

Marie Jeanne Henrie, widow of Jos. Girardy, resident of Bayo
St. Jean, declares that due to the great distance she is
living from the city, her old age & feebleness & her remov
able from all affairs concerning her late husband, she
grants a procuration to her son-in-law Chas. Tarascon 11-

Petition of Hypolite Amelot to M de Rochemore for permissi
to sell his properties 11-16

Succession of Sr. D'Auberville 11-16

Succession of Francois Songy & Anne Marie Paline, his
wife 11-20

- Marriage Contract. Estienne Robert de la Morandiere,
and Marianne Soilleau 6-1
- Judicial sale of property and effects of de Lapommeraye
,on petition of his heirs 6-2
- Executive session of Superior Council,decree Sylvain
Philiosa vs Francois Jourdain 6-3
- Notice of Auction Sale. of the effects of Sr. de la
Pommeraye 6-4
- Inventory of effects of Pierre Baron (deceased) 6-4
- Order issued by Murat to Chantalou to pay Mme. Picquery
2510 livres due her for furnishing bread 6-7
- Petition for family meeting requested by Francois
Croizey for the purpose of electing a tutor & under-tutor
for his minor children. 6-9
- Sr. Balthassar Ponfrac de Mazanm having petitioned the
S.C for a re-survey of the boundaries between his land
and the late Sr. Fleuriau's 6-14
- By notarial act,Dame Marie Saline widow of the late
Sr.Francois Songy, before Sr.J.B. Raguét, Procurator-
General of the King,says & declares that she wishes
to pay to the Daublin minors, the sum of 5000 livres
she has for them,gives above money to Jean Pujol, their
tutor to invest for them 6-15
- Promissory note secured by mortgage.Jac. Jaquelin,mer-
chant of this city & his wife Angelique Grevanberg,
borrow 4500 livres of Jean Carriere & Jean B. Gruez,
to carry on their business.They sign a promissory note
6-16
- Succession of Le Kintrec, called Dupont.Receipt and
dissolution of partnership, Couturier to Courtalbeau
6-17

Copy of decree of adjudication of the plantation of
the late Delapommeraye 6-17

Marriage Contract: Louis de Populous & Dame Jeanne
Kerrourette, widow of Nicolas Aubert Dumont 6-19

Division of Succession. Dame Jeanne A. de Merebaize
de Villemont, widow by first marriage to the late Sieur
Antoine Rivarde 6-21

Order issued by Sr. Murat to Chantalou, to pay Braquier
the sum of 110 livres in full settlement of his acct
6-24

Order issued by Murat to Avignon for a box of soap to
be paid on demand. 93 93 lbs at 2 L. 10 s per pound
total amt. 232 livres 10 s 6-26

Plantation lease on shares Louis Menard, merchant in N.O
owner of a tract of land 8 arpents front at Pointe Coupee
enters into a contract with Pierre Dumoulin, Pierre Fuger
and Jean Teisson, all residents of the german Coast
6-28

By notarial act at Pointe Coupee, Sr. Filbert Dumas & his
wife Dame Anne Marguerite Motelle, lease a house to Sr.
Du Roullin 7-3

Sr. Demain, merchant vs de Murat. a decree by default
having been rendered in the above mentioned case in
favor of plaintiff a final decree by default was ordered
by the S.C. against de Murat 7-8

Fleuriau's Succession. Protest against survey of land
The daughters of Fleurian, Madames D'Erneville & Reggio
entered a protest in the Registry Court against said
survey... 7-12

At the Registry Court, Prevost, agent of the Compagnie
des Indes makes a deposit of 2 deeds. Deed #1,
entitled "Terms & Conditions to lease his residence to

(to be) used as the Governor's Mansion...
 2d lease, dated July 12, 1758: Statement of accts of the
 rent derived from said lease, ..., (# 7252
 54526) 7-20

Protest of Nicolas Verret, in the succession of the
 late Jos. Verret... 7-21,22

By notarial act at Pointe Coupee, Pierre Ricard, widower
 of the late Dame Marie Francoise de Noyer, confesses
 having sold & guarantees to be free of debts, mortgages,
 etc. 4 arpents without any buildings thereon to
 Geo. Olinio for 2000 livres 8-7

By notarial act, Alexandre Latil sold land situated on
 corner of St. Philip & Dauphine sts. 60 ft front on
 St Philip by 150 ft. on Dauphine, to J.B. Gruer, & Jean
 Carriere merchants of this city for 7000 livres 8-7

Declaration in Admiralty 8-8

Auction sale of a vessel " La Louisiane de la Martinique
 8-20,23,

Petition of Jean Pierre Hingle, to Descloseaux for per-
 mission to sell his property to liquidate with his
 creditors... 8-26

Registration of gift. Jean Perret, resident of Bustard
 Creek, & his wife, who say that they are both advanced
 in age, they now wish to make a deed of gift to each
 other of all properties, movable & immovables that the
 survivor shall take & enjoy in full ownership, without
 bond or render acct. of it to anyone 8-28

By notarial act. Jean Robin, leased to Sr. Lobinois, a
 brick house with yard & garden located below the city
 for the term of 3 years for the sum of 800 livres per
 year 8-31

#7223
(53317-53323)

YEAR 1758

JUNE 1

CONTRACT OF MARRIAGE

Pre-nuptial agreement by notarial act between Estienne Robert, Sieur de la Morandiere, son of Estienne Robert, Sieur de la Morandiere, and Dame Margueritte Puigibault, native of Montreal, Diocese of Quebec, on the one part and Demoiselle Marianne Soileau, daughter of the late Sr. Noel Soileau and Dame Marie Joseph Richaume, native of Pointe Coupee, her mother acting for her.

Ceremony according to rites of the Roman Catholic Church.

All debts contracted before marriage to be paid by party contracting them,

Community of property, movables and immovables and acquets, according to the custom of Paris. The future wife brings to marriage 3750 livres, representing her share from succession of her late father from which 2300 livres is to be deducted for several slaves sold to her by her mother, of above $1/3$ is to go to the community and the remaining $2/3$ to herself and children. Future husband settles on the future wife a jointure of 7000 livres for her to enjoy during her life time at her juratory caution, the capital to befall to their children or to his heirs.

The preciput will be in the sum of 2333 livres, to be taken by the survivor in movables at the appraisal of the inventory, or in ready money.

(cont'd)

#7223 cont'd.

Future wife's mother agrees to lodge, board, etc., the couple for the space of three years, to furnish them a bed and six covers and 1/3 interest of all monies taken in for work done by future husband.

It will be optional to the future wife and children to accept or renounce the community and in the latter case she will be entitled to repossess all she brought to the community, all inheritances, legacies or donations and also her dowry and preciput,

The prospective husband and wife make a mutual deed of gift to the survivor of all their acquisitions during their community, said gift to be null and void if there are any children living or to be born.

(Signed) Robert de la Morandiere

Witnesses:

Franchonite Soileau
Soileau
Payen de Chavoy
Faucon Dechavoy
Chauvin Desillet
Coppin - Ricard
Allin

Marianne Soileau
Widow Soileau
Benoist, Notary

(7 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758
(44 pages)JUNE 2

SUCCESSION DE LA POMMERAYE

Judicial Sale of Property and Effects
of de Lapommeraye on Petition of his
Heirs.

Upon the petition of Dame Jeanne Trudeau, widow de Lapommeraye; of Jean Baptiste Murat, and his wife, and Sieur Michel Loquet, son of Dame Jeanne Trudeau, and in virtue of the ordinance of Jean Baptiste Claude Bobe Descloseaux, first Judge of the Superior Council, dated May 28th, last, we Jean Francois Huchet de Kernion Councillor Assessor named in these parts, accompanied by Sieur Jean Baptiste Raquet, repaired with the sheriff to the record office of the Council, to the effect of proceeding with the sale and adjudication, to the last and highest bidder, a quantity of furniture and utensils, belonging to the above named. The verbal process, publications and hand bills were examined. Made in consequence by Marin Le Normand.

This sale was made public today, by the beat of the drum in all the crossroads of this city. There being sufficient bidders, the sale proceeded as follows:

1st.	lot	went	to	Dame Delapommeraye	for	150-
2nd.	"	"	"	Sieur Laurent		26-
3rd.	"	"	"	Vollant		220-
4th.	"	"	"	Gackinaud		103-
5th.	"	"	"	Olivier Marchand		50-
6th.	"	"	"	de Mazant		15-
7th.	"	"	"	"	"	40-
8th.	"	"	"	Le Marquis		11-
9th.	"	"	"	"	"	45-
10th.	"	"	"	Durel		12-

(cont'd)

12th.	lot	went	to	Sieur	St. Laurent	20-
13th.	"	"	"	"	Doeville	30-
14th.	"	"	"	"	Andry	40-
15th.	"	"	"	"	Durel	81-
16th.	"	"	"	"	Vollant	113-
17th.	"	"	"	"	Trudeau	18-
18th.	"	"	"	"	Vollant	1355-
19th.	"	"	"	"	De Gruis	100-
20th.	"	"	"	"	Olivier Marchand	41-
21st.	"	"	"	"	Laurent	33-
22nd.	"	"	"	"	Dessalles	70-
23rd.	"	"	"	"	Vollant	24-
24th.	"	"	"	"	"	48-
25th.	"	"	"	"	"	71-
26th.	"	"	"	"	"	71-
27th.	"	"	"	"	"	71-
28th.	"	"	"	"	"	70-
29th.	"	"	"	"	Jung	40-
30th.	"	"	"	"	Livaudais	30-
31st.	"	"	"	"	Lawrent	70-
32nd.	"	"	"	"	Riviere	26-
33rd.	"	"	"	"	Vollant	29-
34th.	"	"	"	"	Maknemard	8-
35th.	"	"	"	"	Olivier Marchand	32-
36th.	"	"	"	"	Thomassin	53-
37th.	"	"	"	"	Garie	30-
38th.	"	"	"	"	Monsanto	20-
39th.	"	"	"	"	Durel	22-
40th.	"	"	"	"	Monsanto	12-
41st.	"	"	"	"	Jacob Chauvin	25-
42nd.	"	"	"	"	Broutin	21-
43rd.	"	"	"	"	Garie	44-
44th.	"	"	"	"	Jung	5-
45th.	"	"	"	"	Garié	10-
46th.	"	"	"	"	Andry	31-
47th.	"	"	"	"	Broutin	20-
48th.	"	"	"	"	Laurent	38-
49th.	"	"	"	"	La Vierge	30-
50th.	"	"	"	"	De Kernion	57-
51st.	"	"	"	"	St. Laurent	65-
52nd.	"	"	"	"	De Coue	230-
53rd.	"	"	"	"	St. Laurent	8-

(cont'd)

54th.	lot	went	to	Sieur	Baure	40-
55th.	"	"	"	"	Baure	39-
56th.	"	"	"	"	Dorville	40-
57th.	"	"	"	"	Latil	26-
58th.	"	"	"	"	Arnoul	30-
59th.	"	"	"	"	Chiron	30-
60th.	"	"	"	"	Arnoult	26-
61st.	"	"	"	"	Dorville	25-
62nd.	"	"	"	"	Olivier Marchand	102-
63rd.	"	"	"	"	Mazant	61-
64th.	"	"	"	"	Landreau	121-
65th.	"	"	"	"	Jacob Chavron	125-
66th.	"	"	"	"	Landreau	120-
67th.	"	"	"	Madame	Macarty	125-
68th.	"	"	"	"	Chiron	28-
69th.	"	"	"	"	Andry	56-
70th.	"	"	"	"	Chantalou	58-
71st.	"	"	"	"	Macarty	30-
72nd.	"	"	"	"	Baure	16-
73rd.	"	"	"	"	Huchet	114-
74th.	"	"	"	"	St. Laurent	85-
75th.	"	"	"	"	Rivarde	48-
76th.	"	"	"	"	Broutin	58-
77th.	"	"	"	"	Durel	70-
78th.	"	"	"	"	Olivier	69-
79th.	"	"	"	"	La Lime	30-
80th.	"	"	"	"	De Gane	50-
81st.	"	"	"	"	Marin	51-
82nd.	"	"	"	"	Marin	61-
83rd.	"	"	"	"	Mazant	32-
84th.	"	"	"	"	Macarty	111-

On June 5th, the sale was continued, according to the ordinance of June 2nd, after complying with the customary procedure.

1st.	lot	went	to	Sieur	St. Laurent	27-
2nd.	"	"	"	"	Jacque Tarascon	77-
3rd.	"	"	"	"	Jacob Charron	71-
4th.	"	"	"	"	Baure	100-
5th.	"	"	"	"	Dorville	105-
6th.	"	"	"	"	Mazant	25-

(cont'd)

7th.	lot	went	to	Sieur	De	Cane	67-
8th.	"	"	"	"	Devaugine		76-
9th.	"	"	"	"	DeCane		72-
10th.	"	"	"	"	Jung		17-
11th.	"	"	"	"	Olivier Marchand		11-
12th.	"	"	"	"	Jacob Charren		20-
13th.	"	"	"	"	De Cane		47-
14th.	"	"	"	"	St. Laurent		24-
15th.	"	"	"	"	De Pontalba		101-
16th.	"	"	"	"	D'Erneville		12-
17th.	"	"	"	"	Felix Cicars		40-
18th.	"	"	"	"	Laurins Penno		16-
19th.	"	"	"	"	Livaudais		32-
20th.	"	"	"	"	Chabert		14-
21st.	"	"	"	"	Durel		22-
22nd.	"	"	"	"	Thomassin		22-
23rd.	"	"	"	"	St. Laurens		41-
24th.	"	"	"	"	Olivier Marchand		155-
25th.	"	"	"	"	De Cane		168-
26th.	"	"	"	"	Macarty		56-
27th.	"	"	"	"	De Cane		173-
28th.	"	"	"	"	Delafreniere		52-

Sale stopped until 2 p.m.

29th.	"	"	"	"	Laveaux		10-
30th.	"	"	"	"	Vollant		141-
31st.	"	"	"	"	Laurens		61-
32nd.	"	"	"	"	Rivoire		359-
33rd.	"	"	"	"	La Ronde		303-
34th.	"	"	"	"	Macarty		157-
35th.	"	"	"	"	Rivardi		50-
36th.	"	"	"	"	Durel		53-
37th.	"	"	"	"	Carriere		61-
38th.	"	"	"	"	Olivier Marchand		112-
39th.	"	"	"	"	Dupart		39-
40th.	"	"	"	"	Durel		1560-
41st.	"	"	"	"	Laurent		2-

Sale stopped, and continued June 16th, 1758, after complying with the customary procedures.

1st	lot	went	to	Sieur	Garic	64-
2nd	"	"	"	"	Bourguy	175-
3rd	"	"	"	"	Trudeau	142-
4th	"	"	"	"	Renaudin	157-
5th	"	"	"	"	Murat	171-
6th	"	"	"	"	St. Laurens	73-
7th	"	"	"	"	Murat	162-
8th	"	"	"	"	Olivier Geolier	179-
9th	"	"	"	"	Chantalou	122-
10th	"	"	"	"	Renaudin	196-
11th	"	"	"	"	Charretier	426-
12th	"	"	"	"	Charretier	315-
13th	"	"	"	"	Glapion	300-
14th	"	"	"	"	Riviere	180-
15th	"	"	"	"	Murat	141-
16th	"	"	"	"	St. Laurens	160-
17th	"	"	"	"	Le Sarrius	121-
18th	"	"	"	"	Lapommeraye	130-
19th	"	"	"	"	Beau Regard	65-
20th	"	"	"	"	Sieur Murat	400-
21st	"	"	"	"	Glapion	800-
22nd	"	"	"	"	Thomassin	400-
23rd	"	"	"	"	Murat	350-
24th	"	"	"	"	Bourguy	200-
25th	"	"	"	"	Duplanty	110-
26th	"	"	"	"	"	138-
27th	"	"	"	"	"	599-
28th	"	"	"	"	St. Laurens	231-
29th	"	"	"	"	Caminada	44-
30th	"	"	"	"	Thomassin	79-
31st	"	"	"	"	Le Sassier	79-

Proceeding with the sale of the slaves, it was announced that purchaser was to pay for them six months from this day according to the clause and condition of the adjudicator, or give good and valuable security.

1st Sale was made to Monsieur Levaux and
 Madame de Lapommeraye for..... 4850
 2nd Madame de Lapommeraye, surety..... 3650
 Signed de Lapommeraye
 3rd To Mr. Raguet, Jr. signatures of
 Messrs. Macarty and Raguet crossed.. 2650

(cont'd)

4th	Madame de Lapommeraye.....	2750
	de Lapommeraye	
5th	Mne. de Lapommeraye.....	3000
	de Lapommeraye	
6th	Madame de Lapommeraye, giving Mr. Locquet for security - Signed-	3200
	Locquet - de Lapommeraye	
7th	Madame d'Lapommeraye - giving Mr. Locquet for surety (Signed)..	3375
	Locquet - de Lapommeraye	
8th	Madame de Lapommeraye.....	1850
	Signed de Lapommeraye	
9th	Madame de Lapommeraye giving as surety Mr. Chantalou.....	2650
	Signed de Lapommeraye	
10th	Madame de La pommeraye giving as surety Mr. Locquet.....	4500
	Locquet de Lapommeraye	
11th	Sieur Monsanto, giving Sieur Roquet, Jr. as surety	
	Signed Monsanto - Raquet, Jr.	2400

Sale was stopped at 6 p.m., to continue the next day 8 a.m.

On June 17th, at 8 a.m. the sale was continued in the presence of the attorney general.

12th	Monsieur Vollante giving Mr. Marquis as surety.....	3360
13th	Sieur Caminada.....	2000
14th	Mr. Villars.....	1325
15th	Mr. de Pontalba giving Sieur Mazant as security.....	4400
16th	Mr. Trudeau purchased for Mr. Murat Signed Trudeau.....	3565
17th	Monsieur La Perriere giving Madame de La Pommeraye as security.....	3235
	Signed La Perriere	

(cont'd)

18th	Monsieur Dessaller giving Mr. Mazant as security.....	4160
19th	Mr. Descloseaux purchased for De Guir.....	5060
20th	Mr. La Perriere purchased for Mme. de Lapommeraye.....	2510
21st	Mr. De Lalande purchased for Mme. de Lapommeraye.....	3925
22nd	La Perriere for Mme. Delapommeraye La Perriere	1700
23rd	Sieur Delahoussaye giving Mr. Devaugine as security.....	7500
24th	Mr. Trudeau..... (Signed) Trudeau	3040
25th	Mr. La Sande purchased for Mme. de Lapommeraye giving Sieur Locquet as surety.....	5800
26th	Mr. Roussilon.....	2350
27th	Sieur Chaperon for Mme. de La- Pommeraye.....	2950
28th	Sieur Trudeau for Sieur Murat.....	2710
29th	Sieur Chaperon.....	3000
30th	La Perriere giving Mme. de La Pommeraye as security.....	2205
31st	Sieur Pontalba. De Mazant surety.	3550
32nd	Sieur Cheval. Mr. Vollant surety.	5510
33rd	Sieur Malleste. Mr. Raguet surety.	2520
34th	Sieur St. Laurens.....	2460
35th	Sieur Malliste. Mr. Raguet, Jr. surety.....	2930
36th	Sieur De Cane.....	3100
37th	Sieur Chaperon.....	3120
38th	Sieur Chapron.....	3000
39th	Sieur Malliste. Racquet, Jr. surety.....	2425

(cont'd)

As it was 5 p.m. we stopped the auction to
 continue tomorrow 8 a.m. and signed
 Trudeau, Raguet, Huchet de Kernion

40th	Mr. Trudeau, for Mr. Murat Murat Trudeau.....	2320
41st	Mr. Trudeau..... Murat Trudeau	3175
42nd	Trudeau for Mr. Murat Murat Trudeau.....	3010
43rd	Mr. Gachinard giving Mr. Locquet as surety.....	2690
	Gachinard, Locquet	
44th	Mr. Locquet..... Locquet	3000
45th	Mr. Gachinard.....	2440
46th	Mr. Trudeau for Mr. Murat Murat, Trudeau.....	2290
47th	Mr. Locquet..... Locquet	1810
48th	Mr. Caminada giving Mr. Locquet as surety.....	1860
	Locquet	
	Paid on account	333
	Balance due	1527
49th	Mr. Caminada.....	2000
50th	Mr. Raguet, Jr.....	2370
51st	Mr. Trudeau.....	1830
	Paid on account	140
	Balance	1690

	To be credited to Mme. de La Pommeraye on the purchase price of Marianne and Charlotte her child	3000 liv.
52nd	Mr. Dannerille giving Mr. Cartier as surety.....	2860
	Cartier, Dannerille	

Which was all that was found to be
 sold, made and passed at New Orleans
 on the above date.

de La Pommeraye, Locquet, Trudeau
 Roquet, Murat, Huchet de Kernion

On June 15th, 1758 personally appeared before the clerk of the Superior Council, Mr. Artaud, captain of troops in this colony, who made affidavit, opposing the delivery of monies coming or belonging to Mr. Murat, derived from the sale of his movables and immovables, slaves, etc., until he is paid. First, a sum of 3300 livres for a draft signed by the said Mr. Murat, dated May 9th, 1757, and the sum of 2200 livres on a note, dated November 17th, 1758, which he produced as evidence, this act. Signed with us Artaud.

We acknowledge having received from Mr. Chantalou from the sale of movables, the sum of 16867 livres, on account of the said sale for which we discharge him, as well as for the 11800 livres paid to Mr. Murat, which sum of 11800 livres will be deducted on the amount which may come to Mr. Murat.

At New Orleans, June 26th, 1758

de Lapommeraye
Trudeau, Locquet

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 3

SIEUR DEMAIN, MERCHANT
VS
MONSIEUR DE MURAT.

Decree

Judgment by default in favor of plaintiff condemning defendant to pay the sum of 1100 livres evidenced by promissory note dated December 12, 1754 made by defendant to the order of Sieur Decour, representing purchase price of a negress which was endorsed by Sieur Decour to Sieur Dutertre and by the latter to plaintiff for value received.

As this is the first default, defendant is ordered to be resummoned at the next session day of the Superior Council for a final decree.

By the Council,
Chantalou, Clerk

YEAR 1758

54565-6

JUNE 21

Pursuant to a decree of the Superior Council, rendered on petition of Sieur Demain, sheriff Pierre Bary goes to Monsieur de Murat's plantation, his official residence, three quarter league distant, and delivers a copy of said decree and a summons for Mr. de Murat to appear before the Superior Council on the first Saturday of the month of July to answer petition of Sieur Demain and hear the last decree on said case.

Bary.

(cont'd)

YEAR 1758JUNE 3

EXECUTIVE SESSION OF THE
 SUPERIOR COUNCIL
 DECREE
 SYLVAIN PHILIOSA
 Versus
 FRANCOIS JOURDAIN

At the settlement of accounts between the litigants, Sieur Sylvain Philiosa, Colonist, was debtor of 1200 livres to Sieur Francois Jourdain, also a Colonist.

Being annoyed every day by defendant, he agreed to pay 160 livres for interest and he was compelled besides to pledge to the defendant a negress named Therese, as surety for his debt. An act of sale was passed to that effect for 1600 livres, with the understanding that when Sieur Jourdain would leave for France, he would return the said negress to Sieur Philiosa in payment of 1600 livres.

As Sieur Jourdain is about to leave for France, Sieur Philiosa offered the 1600 livres agreed in the act of sale, but Sieur Jourdain having refused the tender and making no attempt to return the negress, Sieur Philiosa petitions the Superior Council to have Sieur Jourdain summoned to be ordered to accept the 1600 livres and to return the negress, the deal being conditional and to pay cost and damages.

The Council considering the answer of defendant, the sale, by private signature, dated November 18, 1750, by Sieur Philiosa of a negress named Therese and both parties' testimony, rejects plaintiff's demand and refers him to the tenor of his contract, costs on defendant.

By the Council
 (Signed) Broutin, Clerk

YEAR 1758JUNE 4

NOTICE OF AUCTION SALE

Pursuant to an order of Honorable Bobe Descloseaux, Intendant Commissary First Judge at the Superior Council, issued on petition of Dame Jeanne Trudeau, widow of the late Sieur de la Pommeraye, Sieur Jean Baptiste de Murat, Charlotte Loquet de la Pommeraye de Murat and Michel Loquet, son, Sheriff Lenormand issues and publishes a second notice for the auction sale to the last and highest bidder of the late Sieur de la Pommeraye's household furniture, including armoires, chifforobes, canopies, mirrors, tapestries, pictures, trimmed beds and all plantation implements; also 60 or 70 slaves including negroes, negresses, negro boys and negro girls.

Said auction to take place the next day, Monday, June 5th at the Registry Court, before Honorable de Kernion in presence of the Attorney General.

All furniture and effects to be paid cash; the slaves to be paid no later than the next month of November; the purchaser giving good and solvent bond.

Said notice, the last one, to be published at the beat of the drum after the High Mass and posted at the main doors of the Parochial Church, the Council Chamber and the Registry Court, by Sheriff Marin Le Normand.

(Signed) Lenormand

(2 pages)

Not printed in Louisiana Historical Quarterly.

*see doc
#1755080401
KP
1/23/97*YEAR 1758JUNE 4th.

9 pp

INVENTORY OF EFFECTS OF PIERRE
BARON (DECEASED).

On petition of Marie Avignon, widow of deceased Pierre Baron, planter at Pointe Coupee, represented by Pierre d'Erbanne her tutor, have inventory taken of all goods and effects pertaining to Succession of her deceased husband, Pierre Baron, said property belonging to the community between herself and deceased husband, said inventory to be taken in presence of witnesses.

(Signed) Trenaunay Chauffret
Ducote
Motais
Balquet
Charles Benoist.

PAGE 9813

Petition of Marie Avignon, widow of deceased Pierre Baron, to Monsieur Trenaunay de Chauffret, Judge and sub-delegate at Pointe Coupee, to assemble a family meeting to elect a tutor to said Marie Avignon.

(Signed) Trenaunay Chauffret.

YEAR 1755AUG. 4th.

Pointe Coupee.

PAGE 9815

*see doc
#1755080402
KP
1/23/97*

Declaration of Marie Richard Avignon to Trenaunay de Chauffret, saying that, according to his ordinance, a meeting of friends and relatives had been assembled, and that Pierre d'Erbaune had been elected as her tutor, said

(cont'd.)

d'Erbaune accepting voluntarily said office.

(Signed) Pierre Baron, Leroy,
Balquet, Motais
Pierre Ducote, Etienne David,
Trenaunay de Chauffret,
Gruel
Charles Benoist, clerk.

List of past and present debts amounting to
the sum of 326 livres, 13 sols, 6 deniers.

Amount of inventory being valued at the sum
of 2435 livres, contents of same in care of
said Marie Avignon.

Witnesses: Pierre d'Erbaune, curator of
said Marie Avignon.
Pierre Motais
Jean Baptiste Balquet
(Signed) Trenaunay de Chauffret
Charles Behoist.

Not printed in Louisiana Historical Quarterly.

54515

YEAR 1758

JUNE 7

Order issued by Mr. Murat to Mr. Chantalou to pay Madame Picquery, out of the first proceeds from the sale of the corporation properties, the sum of 2510 livres due her for furnishing bread.

(Signed) Murat

1758

54516

June 9,

In the verso

Order accepted for payment as soon as funds will be available.

(Signed) Chantalou

Not printed in Louisiana Historical Quarterly.

54594

YEAR 1758

JUNE 7

Order issued by Mr. Murat to Mr. Chantalou to pay for his account, to Mr. Leblanc, from the proceeds of the sale of corporation properties, the sum of 2000 livres.

(Signed) Murat

54595

Accepted for payment as soon as funds will be available.

(Signed) Chantalou

Not printed in Louisiana Historical Quarterly.

(53354)

See Document
#1758 06/608
K P
4/22/93 ✓

YEAR 1758

JUNE 9

PETITION FOR FAMILY MEETING.

Sieur Francois Croizet, resident of Pointe Coupee, says that he is the widower of the late Genevieve Chenal, and as there are two minor children, Francois 5 $\frac{1}{2}$ years old and Simon 2 years old, he petitions the Hon. Trenounay Chanfret to issue call for a meeting of family and friends for the purpose of electing a tutor and an under-tutor and also to take an inventory of all effects, movable and immovable.

(Signed) Croizet

1758

June 16, Permission for above petition granted.

(Signed) Trenounay Chanfret .

(1 page)

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 11

ADVERTISEMENT OF AN AUCTION SALE.

Complying with the decree of Sieur Bobe Descloseaux, Intendant Commissary, First Judge at the Superior Council, issued on petition of Dame Jeanne Trudeau, widow of Sieur de La Pommeraye, Sieur Jean Baptiste Murat, Dame Charlotte Loquet de la Pommeraye de Murat and Michel Loquet, son, it will be proceeded on June 13th in the Council Chamber before Honorable Eushet de Kernion, Councillor Special Commissary in presence of the Attorney General, to the third and last auction sale, to the last and highest bidder, without limit or reserve, of a plantation situated a half league below the city on the left bank of the river, measuring six arpents front and the usual depth with all buildings, appurtenances and dependancies.

The set price is 16,000 livres and any bidder must bid above that amount; the successful bidder to pay the amount of his bid and the cost of auction, cash.

The above decree to be published at the beat of the drum in front of the Parochial Church after the High Mass and to be posted at the front doors of the said Church, of the Council Chamber and the Registry Office.

(Signed) Lenormand

Not printed in Louisiana Historical Quarterly.

#7227
(53333)

YEAR 1758

JUNE 14

NOTICE OF APPEAL

Sieur Balthasar Ponfrac de Mazan having petitioned the Superior Council for a resurvey of the boundaries between his land and the late Sieur Fleuriau's, Mesdames Pelagie Fleuriau, wife of Sieur d'Erneville, and Helene Fleuriau, wife of Sieur de Reggio, daughters and heiresses of the late Sieur Fleuriau, answered the said petition and protested against the said survey, but the Superior Council rejected their pleas and issued a decree against them.

The above mentioned dames petition Honorable Bobe Descloseaux, Intendant Commissary, for a permit to lodge an appeal of the said decision before the State Privy Council of the King in Paris to have procurator and attorney to represent them and after depositing the required fee of 450 livres in the Registry Court, to have sheriff's notice issued of said appeal to Sieur de Mazan.

(Signed) Fleuriau d'Erneville
Fleuriau de Reggio

1758

June 14, Conformably with the above petition, Mesdames d'Erneville and de Reggio deposit the sum of 450 livres, in treasury notes, with the Clerk of the Superior Council.

Certificate of deposit was granted, to be used for their account for reasons best known to themselves.

(Signed) Fleuriau d'Erneville
Fleuriau de Reggio,
Chantalou, Clerk

YEAR 1758

JUNE 15

INVESTMENT OF MONEY

By notarial act, Dame Marie Saline, widow of the late Sieur Francois Songy, before Sieur Jean Baptiste Raguet, Procurator General of the King, says and declares that she wishes to pay to the Daublin minors, the sum of 5000 livres she has for them, she gives above money to the Sieur Jean Pujol, their tutor, to invest for them.

Sieur Pujol in turn gives above sum to the Sieur Francois Raguet son, who accepts same and obligates himself to pay to minors the sum of 375 livres as interest per year, until they have reached the age of majority or that the daughter gets married, principal will then be returned. As security for payment of above Sieur Raguet gives mortgage on all his effects, particularly his land and house in the city.

	(Signed)	Pujol
Witnesses:		Raguet son
Thomassin		Raguet
Songy		

Chantalou, Notary

1758

October 15, By notarial act and in presence of the Procurator General of the King, Sieur Raguet acknowledges and confesses having received from the Sieur Pujol, tutor to Daublin minors, the sum of 712 livres, representing money for land belonging to said minors which was sold, Sieur Raguet obligates himself to pay to minors the sum

7228 cont'd.

of 53 livres 8 sols interest per year until they reach the age of majority, or the daughter gets married. For security of payment, he mortgages all his effects, particularly his land and house in the city.

(Signed) Pujol
Raguet son

Witnesses:
Thomassin
Songy

Chantalou, Notary

1760

January 9, By notarial act, Sieur Jean Pujol acknowledges and confesses receiving from the Sieur Francois Raguet the sum of 2856 livres, representing half of the capital and interest of Daublin minors.

Above money being the share of Jeanne Daublin, daughter of the late Sieur Joseph Valentin Daublin and the late Dame Jeanne de Cuir, and wife of Sieur Joseph Prevost.

Sieur Pujol gives to Sieur Raguet a full receipt and discharge of all further obligations for above sum.

(Signed) Pujol

Witnesses:
Thomassin
Le Normand

Chantalou, Notary

Document incomplete.

(4 pages)

Not printed in Louisiana Historical Quarterly.

64/29

YEAR 1758

JUNE 16

FAMILY MEETING

By virtue of ordinance of Hon. Claude Trenounay Chanfret, sub-delegate Judge at Pointe Coupee, the Sieur Francois Croizet, widower of the late Genevieve Chenal, who died on August 11th last year, in default of sheriff, issued personal notices to the following persons: Sieurs Louis Renaud Duval, George Olineau, George Baron, Etienne David, Pierre Miotais, Pierre Ducote, Guillaume Decuron, to appear for family meeting to deliberate and appoint a tutor and an under-tutor for his two children, Francois 5 years, Simon 2 years, and also for his two step-children, Antoine 10 years and Genevieve 12 years, children of his late wife by first marriage to the late Antoine Rousseau.

At above meeting Sieur Croizet was elected tutor to his children and step-children, and George Baron was named under-tutor.

George Olineau and Guillaume Decuron do not sign as they cannot write.

(Signed) Croizet
Duval, Pierre Ducote, Trenaunay Chanfret
David Miotais Benoist, Clerk
George Baron

(2 pages)

Not printed in Louisiana Historical Quarterly.

7231
(53356)

YEAR 1758

JUNE 16th.

1 p

PROMISSORY NOTE SECURED BY MORTGAGE.

Jacques Jaquelin, merchant of this city and his wife Angelique Grevanberg borrow 4500 livres of Jean Carriere and Jean Baptiste Gruez to carry on their business.

They sign a promissory note maturing six months after date and to secure the note execute mortgage on all their property.

In the presence of witnesses.

(Signed) J. Jaquelin
Angelique Grevanberg
Gruez
J. Carriere
Songy, witness
Thomassin
Chantalou.

Not printed in Louisiana Historical Quarterly.

#7232
(53357)

YEAR 1758

JUNE 17

SUCCESSION OF Le KINTREC, CALLED DUPONT

Receipt and Dissolution of Partnership,
Couturier to Courtalbeau

Personally appeared Sieur Pierre Couturier, who acknowledged having settled all accounts generally with Sieur Courtalbeau, here present, and accepting the accounts of the partnership, which they had together in Attacapas as well as all current accounts.

The succession of the late Sieur Le Kintrec, called Dupont, whose account the said Sieur Couturier as much in his name as tutor of the minor children of the late Le Kintrec, called Dupont, hold paid and discharged, the said Sieur Courtalbeau as having received all the moneys due the said succession, covering even those of the partnership, recognizing that the partnership is more onerous than profitable, by these presence dissolved the said partnership, declaring having received all that was coming to him.

Made and passed on the above date in the presence of the undersigned witnesses.

(Signed) Couturier
 Courtalbeau

Antoine Coquille
Andre Sadoux

Garic, Notary

(1 page)

Not printed in Louisiana Historical Quarterly.

(54557-59)

YEAR 1758

JUNE 17
(Date of
adjudication)

SUCCESSION OF SR. de La POMMERAYE

Copy of Proces Verbal of Sale at
Public Auction and
Adjudication of Property.

The sale was made by virtue of order of Sieur Bobe Descloseaux, dated May 28, 1758, on the petition of Dame Jeanne Trudeau, widow of the late Delapommeraye; Jean Baptiste Murat, Dame Charlotte Locquet Murat, his wife, authorized by him, and Sieur Michael Locquet, son of Dame Jeanne Trudeau, who is acting as his tutrix, and after compliance with the formalities of advertising and posting.

The property included a plantation of six arpents, less two rods front, by the usual depth, with all buildings and appurtenances, without limit or reserve, situated one half league from this city, adjoining the properties of Messrs. Locquet and Murat.

At the first offering the highest bidder was Sr. Olivier De Vezin, for 16000 livres.

At the second offering Mr. Trudeau was the highest bidder, for 36000 livres and the property was provisionally adjudicated to him, subject to a raising of the bid by other parties within three days; the bid, indeed having been raised on the same day by Sr. Locquet and Dame

(cont'd)

de La Pommeraye to 37000 livres, and a third offering having taken place on June 17, 1758, at which no bidders presented themselves, said property was adjudicated to said Sr. Loquet and Dame de La Pommeraye.

By the Council

(No signature)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JUNE 17

COPY OF DECREE OF ADJUDICATION OF
THE PLANTATION OF THE LATE DELAPOMMERAYE.

In virtue of Sieur Bobe Descloseaux's ordinance, dated May 28th last at the bottom of this petition, presented by Dame Jeanne Trudeau, widow of the late Delapommeraye, Jean Baptiste Murat, Dame Charlotte Locquet Murat, his wife, authorized by him, and Sieur Michael Locquet, son of Dame Jeanne Trudeau, his tutrix, the said ordinance permitting the above named individuals to have sold judicially in the usual manner, all of the property, movable and immovable, of the late Delapommeraye, in consequence of which the said sale was advertised and posted in the customary places by Marin Le Normand on the above named date for the sale on May 31st, when a plantation of six arpents, less two rods front, by the ordinary depth, with all buildings and appurtenances, without limit or reserve, situated one half league from this city, adjoining the properties of Messrs. Locquet and Murat, proceeding from the succession of the late Sieur Delapommeraye, will be offered for sale and adjudicated to the last and highest bidder, to be paid for within six months of adjudication, counting from the day of adjudication, and to pay all costs and expenses cash before being placed in possession and to furnish good and valid security.

The hearing was held on the above date before Mr. Huchet de Kernion in the presence of Mr. Reguet, and after the usual procedure by the crier, Mr. Locquet placed the valuation of the above named property at 15,000 livres, which was covered by that of Mr. Olivier Devogin at 16,000 livres.

YEAR 1758

JUNE 17

The second auction placed a valuation by Mr. Trudeau at 36,600 livres and on the third day after the above auction, the above bid was covered by Sieur Locquet and Dame Delapommeraye at 37,100 livres, and after waiting the required time, the property was definitely, purely and simply adjudicated to them by consent of the interested parties, and the attorney general, according to the clause and conditions stipulated at the time of sale, which was well understood by them and for which they remain in solido, surety, one for the other, by means of which they become possessors of the aforementioned property, having by this effect been placed in possession, the same day, at the Bar of the Court at New Orleans, June 17, 1758.

(No signature)

By the Council

(3 pages)

Not printed in Louisiana Historical Quarterly.

62/29

YEAR 1758JUNE 18

Order issued by Sieur Murat to Mr. Chantalou to pay to Mr. Pierre Trudeau from the Corporation funds, the sum of 316 livres for iron delivered.

(Signed) Murat

Accepted.

(Signed) Trudeau.

1758 In the Verso (Stricken out)
 June 19, Order issued to Mr. Chantalou to pay to Monsieur Coquille the sum of 316 livres, the amount of note included.

(Signed) Simon

1758
 June 19, Received from Mr. Chantalou the amount above mentioned.

(Signed) Coquille

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 19

Order issued by Mr. Murat to Mr. Chantalou to pay to Mr. Garic the sum of 200 livres on account on his note of a large denomination (amount not stated), said amount to be deducted from the proceeds of the sale of the movables.

(Signed) Murat

Not printed in Louisiana Historical Quarterly.

#8732
(74504-74509)

see doc #
1764030301
4/7/94 KP

YEAR 1758

JUNE 19

CONTRACT OF MARRIAGE

Pre-nuptial agreement by notarial act between
Sieur Louis de Populous, widower of the late
Marie Joachim Langlou, son of Sieur Pierre
Francois de Populous, native of Evreux in
Normandy, on the one part, and Dame Jeanne
Kerrourette, widow of the late Nicolas Aubert
Dumont, daughter of Sieur Francois Kerrourette
and Dame Jacques de Kermabeau, her father and
mother acting for her.

Ceremony according to rites of the Roman Catholic
Church,

All debts contracted by future husband to be
paid by him, but not by assets brought by future
wife.

Community of property, movables and immovables
and acquets according to the custom of Paris.
Future wife brings to marriage whatever she may
receive from succession of her late husband.
Future husband agrees not to sell any slaves be-
longing to the future wife.

Future wife gives to her future husband's daughter,
Marie de Populous, aged 12 years, the sum of 5000
livres and to the two sons 100 pistoles (1000
livres) each; if any of the children should die,
his share will be divided among the survivors.
It is agreed that when the future wife dies,
her slave named La Mirre, shall be given her
liberty in recognition for faithful service
rendered.

Future wife reserves the sum of 10000 livres
for herself and children, if any are born of
future marriage.

(cont'd)

#8732 cont'd.

The prospective husband and wife make a mutual deed of gift to the survivor of all their acquisitions during their community, said gift to be registered by the Notary.

No signatures

1758

Oct. 12, The Superior Council considering the demand of the Attorney General, orders that above contract of marriage between the Sieur de Populous and Dame widow Dumont be recorded in the Registry of Conveyances to be executed according to its form and tenor.

1763

June 14, Copy of above with the Clerk of Council at Mobile.

(Signed) Roujot

1764

March 3, Above contract registered by the Clerk of Superior Council at New Orleans.

(Signed) Gafie, Clerk

(6 pages)

Not printed in Louisiana Historical Quarterly.

64/29

YEAR 1758JUNE 19

SUCCESSION OF MONSIEUR de La POMMERAYE

Deposit of Deed

Reverend Father Dagobert, Superiors of the Capuchines Missionaries, Rector of the Parochial Church, deposited in the Registry Court, the deed of agreement, under private signature, entered into by the heirs of Mr. de La Pommeraye; copies of said agreement to be delivered to whomever it may concern.

Certificate of deposit delivered to R. P. Dagobert on his request.

(Signed) Fr Dagobert Cap. Sup^r.
Chantalou,
Clerk

(4 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 20

Order issued by Mr. Murat to
Monsieur Chantalou to pay to
Mr. Callemore, from the funds
proceeding from the sale of the
negroes, the sum of 22 livres
10 sols.

(Signed) Murat

Receipt signed: Baures

Not printed in Louisiana Historical Quarterly.

57/29

#7233
(53358-59-60-61)

YEAR 1758

JUNE 21

DIVISION OF SUCCESSION

Before Royal Notary, appeared Sieur Huchet de Kernion and his wife, Dame Jeanne Antoinette de Merebaize de Villemont, widow by first marriage to the late Sieur Antoine Rivarde, duly authorized by him one part, and Sieur Christophe de Glapion and his wife, Dame Jeanne Antoinette Rivarde, minor daughter of said Dame de Villemont and the late Sieur Rivarde, authorized by her husband and assisted by Sieur Francois Decaux, her subroge tutor other part.

Above parties in order to avoid all litigations and discussions between them concerning division of all effects, consisting of movables and negroes left by the late Sieur Rivarde in community with Dame de Kernion.

In order to reach a just and equitable settlement, they unanimously agree on the Sieur de Ponfra Chevalier de Mazan and Sieur Decaux, residents of this city, as arbitrators, to correctly estimate the value of above succession and plantation situated at Bayou St. Jean containing 17 arpents front by the ordinary depth and also all buildings thereon.

Arbitrators submitted the following estimates:

plantation, 2100 livres per arpent, total 35700 livres, lot of ground in the city situated on (name torn) Street, bordered on one side by Sr. Demain and on other by Sr. Destrehan, at 10000 livres, slaves estimated at 15100 livres,

(cont'd)

#7233 cont'd.

as all cattle had died, this comprised all the succession, total of estimation being 60,800 livres, which was approved and ratified by all parties; Dame de Glapion promises to approve and ratify above as soon as she reaches the age of majority, and also agrees to division of succession of the late Sr. Rivarde as made by above parties.

In consequence of which above parties in presence of Sieur de Kerlerec, Governor, and before Sieur Gregoire Volante, had an inventory taken and examined contract of marriage.

All debts of the succession were paid by Sieur de Kernion, after which the heirs will divide the sum of 27,000 livres, which sum Sieur and Dame de Kernion obligate themselves to pay to Sieur and Dame de Glapion or their order.

The following sums being already paid them: 2500 livres on eve of their marriage, 1800 livres value of a negress named Rose, and 5000 livres in cash, making a total of 9300 livres, for which they give a receipt and discharge; balance to be liquidated as follows: 5000 livres during present year and 13200 livres during year 1759.

(Signed) Huchet de Kernion

Witnesses: de Villemont de Kernion

Kerlerec

Bobé Descloseaux

Duvernay, Volant, Jeanne Antoinette de Glapion

de Mazan, Coue, Dreux, de Glapion

Le Normand, Sadoux, Garic, Notary

(cont'd)

#7233 cont'd.

1759

Oct. 5, Before Notary, Dame Jeanne Antoinette
Rivarde de Glapion having attained the
age of majority, approves and ratifies above
agreement.

(Signed) Chev. de Glapion
Rivarde de Glapion

LeNormand
Thomassin

Chantalou, Notary

(4 pages)

Not printed in Louisiana Historical Quarterly.

64/29

YEAR 1758JUNE 24

Order issued by Sieur Murat to Monsieur Chantalou to pay Sieur Braquier the sum of 110 livres in full settlement of his account.

(Signed) Murat

1758

June 28,

55499

Approval of Sieur Murat's order to be drawn against his account, according to the statement filed in Registry Court.

(Signed) Trudeau

1759

March 9,

Receipt tendered Monsieur Chantalou for the amount of

Sieur Murat's draft.

(Signed) Braquier

(1 page)

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 24

Order issued by Mr. Murat to Mr. Chantalou to pay to Mr. Braquier the sum of 4792 livres 8 sols 6 deniers in full settlement of his account and Mr. Belhumeur's, all statements of accounts and notes deposited.

(Signed) Murat

1758

June 28,

54597

Approved for account of
Sieur Murat as per statement in Registry
Court.

(Signed) Trudeau

1759

March 9,

Receipt tendered Mr.
Chantalou for the amount
mentioned in foregoing order.

(Signed) Braquier

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 24

CERTIFIED STATEMENT

Memorandum of accounts due by the partnership (Murat and Co.), amounting to 85,415 livres.

Statement certified to be true and correct, said accounts to be paid from the funds derived from the total sale of the plantation.

(Signed) Murat

Below

Added figures totalling	--	85,277	1	10	sols
		<u>4,331</u>	1	10	sols

Total, including costs --- 89,609

(2 pages)

Not printed in Louisiana Historical Quarterly.

#7234
(53363-64-65)

YEAR 1758

JUNE 24

PROCURATION

Before Royal Notary and in presence of witnesses, Sieur Jean Baptiste de Murat about to leave for France and having to leave his wife who is still a minor, and having numerous affairs which he has been unable to terminate; he grants a procuration to the Sieur Jean Francois Trudeau, jointly with said Dame Murat, if possible, if not by himself, to manage and administer all his affairs of whatever nature, to receive and collect all monies from sale of goods, movable and immovable, of plantation which he had in partnership with the late Sieur de la Pommeraye, and to generally do any and all things which he himself would do were he present.

Above procuration to stand until revocation of same.

(Signed) Murat
Chantalou, Notary

Witnesses:
Roussillion
Thomassin

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 25

Order issued by Mr. Murat to Mr. Chantalou to pay to Mr. Baures out of the Corporation funds, as soon as available, the sum of 69 livres 15 sols, in full settlement of account.

(Signed) Murat

Receipt signed: Baures

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 25

Order issued by Mr. Murat to
Mr. Chantalou to pay to Mr.
Jaien, out of the Corporation
funds, as soon as available,
the sum of 15 livres.

(Signed) Murat

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 25

Order issued by Mr. Murat to Mr. Chantalou to pay Mr. Gauvain out of the corporation funds, as soon as available, the sum of 17 livres.

(Signed) Murat

1759

March 15, Receipt tendered Mr. Chantalou for above amount.

(Signed) Gauvain

Not printed in Louisiana Historical Quarterly.

#54621

1758

June 26

No Date

Order issued by M. Murat to Mr.
Avignon for a box of soap to be
paid on demand.

(Signed) Murat

Receipt for same.
93 lbs. at 2L. 10 s. per pound
total amount 232 livres, 10 s.

(Signed) Avignon

Note:

On the back of Document
"Inventory Registered".

NOTE: According to Serial Number date must be
year 1758, between June 26 and August 2nd.

Not printed in Louisiana Historical Quarterly.

54/O'D.

54619

YEAR 1758

JUNE 26

Order issued by Mr. Murat to
Mr. Chantalou to pay Mr.
Gaillardis, from the funds of
the corporation, as soon as
the proceeds of the sale of the
negroes will be available, the
sum of 135 livres.

(Signed) Murat

1759

March 19, Received payment.

(Signed) Gaillardis

Not printed in Louisiana Historical Quarterly.

57/29

YEAR 1758JUNE 26

Order issued by Mr. Murat to Mr. Chantalou, to pay Janeton, a free negress, from the funds of the corporation, as soon as the proceeds of the sale of the negroes will be available, the sum of 100 livres, which he owes her.

(Signed) Murat

Not printed in Louisiana Historical Quarterly.

YEAR 1758JUNE 26

Order issued by Mr. Murat to Mr. Chantalou to pay to Mr. Garaude, from the Corporation funds when available, the sum of 75 livres, in full settlement of accounts.

(Signed) Murat

In verso 54601

1758

June 26, Sieur Murat having sold Sieur Garaude a case, issues an order to Mr. Chantalou to keep back the sum of 25 livres, the value of said case.

(Signed) Murat
Garaude

Not printed in Louisiana Historical Quarterly

#7236
(53369)

YEAR 1758

JUNE 27

RECEIPT AND DISCHARGE

The succession of Marie Jacobine, wife of the late Francois Boyer, by her last marriage, having been settled except for a promissory note (amount not stated) from a trader in Illinois, said note was paid to Sieur Gabriel Soulard, son-in-law of the late Sieur Boyer.

By notarial act, Sieur Henry Cresman, son by a previous marriage of Dame Marie Jacobine and Sieur Leonard Saigre, husband of Marie Jacobine, grand daughter of the deceased, acknowledge receiving from Sieur Soulard their share of the succession of the late Marie Jacobine and give Sieur Soulard full receipt and discharge and declare having nothing more to pretend from the said succession.

All appearers unable to sign, being illiterate.

(Signed) Chantalou,
Notary

Witnesses:
Thomassin
Songy

(2 pages)

Not printed in Louisiana Historical Quarterly.

#7238
(53375)

YEAR 1758

JUNE 28

PLANTATION LEASE ON SHARES.

Sieur Louis Menard, merchant in New Orleans, owner of a tract of land eight arpents front, situated at Pointe Coupee, by notarial act, enters into a contract with Pierre Dumoulin, Pierre Fuger and Jean Teisson, all residents of the German Coast, all together, binding themselves for one another and each one vouching for all, to improve and cultivate said tract of land. The agreement is made for the term of seven years beginning on the next Feast of St. Martin (November 11th).

Sieurs Dumoulin, Fuger and Teisson agree to erect all necessary buildings and residences, fences, enclosures, railings and field gates: Sieur Menard to furnish them with three men for three months to help them in said constructions and also all nails necessary.

He will also furnish all farm implements and all tools necessary, but upon breakage or wear of said implements and tools, the cost of replacement will be borne one half by Sieur Menard and the other half by the lessees. Said tools and implements to be divided, the same way, at the expiration of the lease.

As soon as all buildings and fences will be completed, Sieur Menard promises and obliges himself to deliver on the said land twelve mother cows, twelve sows, one or two boars, twenty chickens and roosters and two mares; six months later, eight more cows and one or two bulls.

(cont'd)

#7238 cont'd.

All milk products will belong to lessees and the increase in cattle will be divided equally at the expiration of the lease, the original stock to revert to Sieur Menard. If any of the original animals however should die through the fault and neglect of the lessees, they shall be replaced in kind from the share of the increase belonging to them.

It will be to the interest of lessees to prove the natural death of said cattle, if any, which in said case, will be Sieur Menard's loss.

Sieur Menard binds himself also to supply corn, beans, salt and oil and one hog to be killed for hams, salt meat and lard; to maintain subsistence until September of next year, 1759, and one negro and a negress to help gather the next crop.

All products derived from said plantation, whether in crops, wood or otherwise, will be divided equally: one half belonging to Sieur Menard and the other half to the lessees.

It is also agreed that if there is any timber cut and said timber to be brought down the river in rafts or boats, the expenses will be borne equally and Sieur Menard will furnish one half of the labor and tools.

In guaranty of the faithful performance of said agreements, all parties assign and mortgage all their properties, present and future. Sieurs Dumoulin, Fuger and Teisson unable to sign, being illiterate. (Signed) Menard

Witnesses: Chantalou, Notary
Songy
Thomassin

Not printed in Louisiana Historical Quarterly.

54617

YEAR 1758

JUNE

MEMORANDUM OF SALE
OF EFFECTS OF MR. MURAT.

Itemized account of twelve embroidered shirts sold for	191	livres
A cypress armoire sold for	196	"
Two pistols and two shot guns sold for	69	"

(No signature)

Not printed in Louisiana Historical Quarterly.

#7240
(53386-87-88)

YEAR 1758

JULY 3

LEASE

By notarial act at Pointe Coupee, Sieur Gilbert Dumas and his wife, Dame Anne Marguerite Motelle, lease a house to Sieur Du Roullin for a period of 4 years, subject to the following clauses and conditions:

Lessee to make all repairs necessary and furnish materials for same,
Build a chimney, fencing and other buildings necessary,
In consideration of above repairs, lessor will not receive any rent, but at end of 4 years, all repairs and buildings become his. Should lessee find it inconvenient to occupy the premises at any time during the 4-year period, he has the privilege of renting it and collect the rents therefrom.

Not being able to write, Marguerite Motelle does not sign.

Witnesses:
Pierre Ricard
Roujot

(Signed) Dumas
Du Roullin

Benoist, Notary

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JULY 8

SIEUR DEMAIN, MERCHANT
VS
MR. de MURAT.

Decree

A decree by default having been rendered in the abovementioned case in favor of plaintiff, and defendant resummoned, but not present, a final decree by default was ordered by the Superior Council against Mr. de Murat, for 1100 livres the amount of his note, with interest and costs.

By the Council.

Chantalou.

YEAR 1758

JULY 10th.

1½ pp

Declaration made by Jeaneton, slave of Mr, Brosset, to Clerk of Court in the matter of theft committed June 17, 1758, in the house of Mr. Brosset.

According to her declaration the thief or thieves stole clothing belonging to her and two sailors, and her two children. Also 700 livres in paper money and coin belonging to Francois Claude, dit Bayonne.

The negresse gave a list of the clothing stolen and Bayonne furnished a statement of species of money.

Sr. Cheval was a witness to this declaration. Francois Claude being an illiterate, makes his mark.

(Signed) Cheval, witness.

(One signature eaten away).

Deposition of Jeaneton, negress slave of Mr. Brosset.

(Signed) Chantalou, N.P.

Not printed in Louisiana Historical Quarterly.

#7246
(53408)

YEAR 1758

JULY 12

FLEURIAU'S SUCCESSION

Protest against Survey of Land.

The Superior Council having, on petition of Monsieur de Mazan, ordered a survey and a resetting of boundaries of the land belonging to Monsieur de Mazan, bordering the late Sieur Fleuriau's, Mesdames D'Erneville and Reggio, daughters and heiresses of Monsieur Fleuriau, entered a protest in the Registry Court against the said survey and lodged an appeal of the Superior Court decree in the King's Privy Council of State in Paris and now issue the following declaration:

Being majors, over twenty-five years of age, and consequently feeling themselves sufficiently authorized to act for themselves, declare to notify Monsieur Olivier de Vezin, Official Warden Surveyor, that they will not participate in the survey which he contemplates to make and to place the landmarks on their land, which they inherited from their venerated father, for the purpose of setting the boundary lines of the land owned by Monsieur de Mazan.

Furthermore, they refuse to recognize any other boundary lines than the present ones, set thirty-one years ago without opposition and without injuring or wronging anyone.

(Signed) Fleuriau Derneville
Fleuriau de Reggio

(cont'd)

7246 cont'd.

Deposited in Registry Court by Mesdames
Derneville and de Reggio, July 12, 1758.

(Signed) Chantalou,
Clerk

Not printed in Louisiana Historical Quarterly.

YEAR 1758JULY 12SUCCESSION OF
SR. FLEURIAUStatement of
Sr. Derneville.
(Incomplete)

Sr. Derneville, having been summoned by Sr. Olivier de Vezin, Surveyor-General of this Province, to assist at the fixing of the boundaries between the property of the late Sr. Fleuriau and that of Sr. de Mazan, states that the reason for his refusal to be present is based on the opposition and protest of his wife and sister-in-law to the change of boundaries. He states further that an appeal has been taken to the King's Privy Council from the decree of the Council of this Colony.

(Signed) Derneville

Not listed in Louisiana Historical Quarterly.

#7252
(54526)

YEAR 1758

JULY 20

REGISTRATION OF DEEDS
AND DECLARATION.

At the Registry Court, Sieur Prevost, agent of the "Compagnie des Indes" makes a deposit of two deeds signed by him to be registered. Deed No. 1 entitled "Terms and Conditions to lease his residence to be used as the Governor's Mansion, a copy of which was delivered to Mr. Dauberville, then Intendant Commissary, on March 1, 1753, and other copies dated December 1, 1757, to Mr. Duverges, Chief Engineer and to Mr. Descloseaux.

Deed No. 2, dated July 12, 1758: A Statement of accounts of the rent derived from said lease, which was brought before Judge Descloseaux and referred by him to Mr. Rochemore at his arrival in this colony.

Furthermore, Sieur Prevost declares that notwithstanding his request since February 1st, 1753, the day he moved in the said house, no repairs were ever made to the old administration building, which was allowed to him as his residence, such neglect being a flagrant violation of the terms of the lease.

Now, said house is beyond repair, uninhabitable, even dangerous to move out of it, Sieur Prevost was compelled to put bracing posts and props to be able to remove the Company's documents and books and demands damages, especially for the rent he will have to pay elsewhere until Feb. 1, 1759, at which date he wishes to occupy his own house, now leased until said time as the Governor's mansion.

Certificate of deposit and declaration granted Sieur Prevost on his request.

(Signed) Prevost, Chantalou,
Clerk

7252
(54521)

YEAR 1753

MARCH 1

TERMS AND CONDITIONS OF LEASE

Sieur Prevost, agent of the "Compagnie des Indes" offers to lease his residence to be used as the Governor's Mansion and Government headquarters for the term of six years to begin February 1, 1753.

As said house needs to be remodeled and enlarged to make fit to be used for said purposes, Sieur Prevost contemplates to spend 20,000 livres in making said repairs and constructions, said amount to be taken from the rent funds.

The rent will be in the sum of 7500 livres per year; 4000 livres to be paid by a voucher on the Treasury and 3500 livres to be credited to the repairs account until reimbursement of the 20,000 livres.

Sieur Prevost reserves the right for the term of the lease to reside in the old administration building, said building to be repaired and put in condition at the King's expenses.

(Signed) Prevost

7252
(54523-24)

YEAR 1758

JULY 12

STATEMENT

Itemized statement of amount due Sr. Prevost for rent of his house from February 1, 1753 to January 31, 1759, according to lease delivered to Monsieur Dauberville, then Intendant Commissary.

Six years rent at 7500 per annum,	45000	livres
Indemnity allowed by Mr. Descloseaux for 6 months rent from the old Administration building	<u>1000</u>	"
Total	46000	"

Received five vouchers for five years rent at 4000 livres per annum, 20,000 livres Allowance for repairs, 20,000 "

Total 40000 "

Balance due: Rent 5000 "
Indemnity 1000 "
6000 "

July 12, Terms and Conditions of Lease.

Addressing Mr. Descloseaux, Intendant Commissary, Mr. Prevost declares that after the expiration of the lease the rent will be 10,000 livres annually without any repairs, such expenses to be borne by the King, said

(cont'd)

#7252 cont'd.
(54523-24)

rent to be paid semi-annually, 5000 livres at each payment and ask for a written acknowledgment of his tender.

(Signed) Prevost

1758
July 15, Mr. Prevost is notified to make his tender of terms and conditions to Mr. Rochemore on his arrival in this Colony.

(Signed) Bobs Descloseaux

Not printed in Louisiana Historical Quarterly.

YEAR 1758JULY 21st.

1½ pp

PROTEST OF NICOLAS VERRET

Sieur Baure, having petitioned the Superior Council for an account in the succession of the late Joseph Verret and his wife, Nicolas Verret sole heir of his mother, Marie Bailly and co-heir with his brothers in the succession of the late Joseph Verret, his father, and being his brothers' curator, states that he would be guided by the decree of the Superior Council of November 8, 1749 concerning the demands of Sr. Baure and enters a protest in his name as well as his brothers' against any rendering of accounts, sale, alienation or division of the assets of the succession.

(Signed) Verret
Chantalou, clerk.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JULY 22

PETITION FOR AN ACCOUNTING

Sieur Nicolas Verret, resident of this city, in his name and in the name of his minor brothers, petitions the Superior Council to order the Sieur Baure, husband of Widow Verret, his step-mother, to render an account of said succession, and forbid Sieur Baure to sell or divide any property, and to charge Baure with all damages, interest, costs, etc. Sieur Verret further petitions Council for election of a tutor and subroge tutor for his minor brothers.

(Signed) Verret

1758

Bailly
August 3, Sieur Nicolas Verret, aged 25 years, resident of this city, sole heir of Dame Marie Baby, his mother, and co-heir with Joseph, Michel, Andre, Noel, Francois and Jean Baptiste, his brothers, of the succession of Sieur Joseph Verret, their father, says and declares that Sieur Baure obtained on various occasions decrees of the Council which were contradictory to a decree of Council dated Nov. 8, 1749, and against the best interest of his minor brothers. Sieur Verret again asks Superior Council to grant above petition.

(Signed) Coue, Destrehan, Verret

1758

(cont'd)

#7263 cont'd.

1758

August 3, Sieur Nicolas Verret appears
before Clerk of Superior Council
and delivers copy of above.

(Signed) Chantalou, Verret

(8 pages)

Not printed in Louisiana Historical Quarterly

64/29

54569

YEAR 1758

AUGUST 3

SIEUR DEMAIN, MERCHANT
VERSUS
MONSIEUR DE MURAT

Seizure of Funds.

Pursuant to a decree of the Superior Council issued on July 8th last in the case of Sieur Demain, the holder of a promissory note of 1100 livres against Mr. de Murat, the maker of the note and by request of Sieur Demain, sheriff Lenarmand proceeded to attack and seize all funds proceeding from the sale of Mr. de Murat's properties, said funds in care of Sieur Chantalou, clerk and notary, trustee; expressly forbidding Sieur Chantalou to dispose of said funds until the claim of Sieur Demain of 1100 livres interest and costs be paid.

54570

YEAR 1759

JULY 14

SIEUR DEMAIN VS. MR. DE MURAT

Statement of Cost of Court

Notice of petition and summons	5 livres
Decree by default to clerk	5 "
Notice of decree and summons	5 "
Copy of decree of defendant to clerk	5 "
Notice of decree and seizure delivered to Mr. Chantalou.	5 "
	<hr/>
	25 livres

Received from Monsieur Dutertre the sum of twenty five livres for cost of proceedings stated above.

YEAR 1758

AUGUST 3

DESMAIN VERSUS de MURAT

Seizure of funds

Sieur Desmain, merchant at New Orleans, being the holder of a promissory note for 1100 livres signed by Mr. de Murat, took a judgment against Mr. de Murat for the said amount.

Sheriff Marin Lenormand, in execution of the decree of the Superior Council and by request of Sieur Desmain, seized all funds, in care of Mr. Chantalou, clerk and notary, proceeding from the sale of Mr. de Murat's properties, up to the amount of said note 1100 livres, interest and costs.

(Signed) Lenormand

(1 page)

Not printed in Louisiana Historical Quarterly

#7266
(56787-88-89)

YEAR 1758

AUGUST 7

SALE OF LAND

By notarial act at Pointe Coupee and before witnesses, Sieur Pierre Ricard, widower of the late Dame Marie Francoise de Noyer, recognizes and confesses having sold and guarantees to be free of debts, mortgages, etc., land of four arpents front by ordinary depth, without any buildings thereon to the Sieur George Oline, resident, for and in the name of his wife, Catherine Cheval, widow of the late Etienne Bosseron dit Major.

Sieur Louis Renaud Duval, partner of said Oline, and subroge tutor of the minor Major children, also present for minor children. Land situated in above place and bordered by land of Sieur Francois Riche on one side and on other side by land belonging to the heirs of the late Pierre Oline.

Above sold for the sum of 2000 livres payable as follows: 1000 livres to be paid during the present year 1758, and the remaining 1000 livres in 1759, interest and costs to be paid by the purchaser.

	(Signed)	Ricard
Witnesses:		George Oline
		Duval
Roujot		
Groizet		

Benoist, Notary

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

AUGUST 7th

6 pages

SALE OF LAND

By notarial act, and in presence of witnesses Sieur Alexandre Latil, resident of this city, recognizes and confesses having sold, and guarantees to be free of debts, mortgages, etc. land situated on corner St. Philip and Dauphine streets, measuring 60 feet front on St. Philip St. by 150 feet on Dauphine Street, if land is a few inches off of the measure it will be settled without difficulty by parties.

The Sieur Jean Baptiste Gruer and Sieur Jean Carriere, partners and merchants of this city bought above land paying 7000 livres cash. Sieur Latil who acquired above from the Sieur Laurent Larable on March 1st, 1757, gives a receipt for above money, and further obligates himself to build thereon a fence and house according to specifications, and have same completed at the end of next November.

Signed by,

WITNESSES:

Thomassin
Songy
Chantalou, Notary

Latil
Gruer
Carriere

YEAR 1759

APRIL 9th

By notarial act Sieur Jean Baptiste Gruer in his name and for his partner Sieur Jean Carriere, acknowledges having received the sum of 7400 livres from Sieur Alexandre Latil and gives him receipt for same, above is in retrocession for house and ground mentioned above.

WITNESSES:
Thomassin

Signed by,
Latil
Gruer

YEAR 1758AUGUST 8

DECLARATION IN ADMIRALTY.

Appearing before the Registry Court, in default of an Admiralty Court, Sieur Bernard Laforge, captain of the Corsair ship (Le Grand Bon Enfant), from Port au Prince, island of San Domingo, owned by Messrs. Rousseau and La Maniere, declares that he sailed from Port-au-Prince on July 7 last with a crew of one hundred seventeen men, one of whom was drowned at the mouth of the river St. Louis, fourteen cannons, twenty trussed rakes and ammunition, to go to Little Gouave, leaving this last port on June 12th to go on a cruise on the North of New England.

On their second day out they fell in with four English vessels and were pursued by two privateers from two in the evening until nightfall.

Rolling and tossing, crowding the sails and altering their course to escape and avoid capture, the main mast broke between eleven and midnight, three feet below the shrouds.

Nevertheless, they adjusted it the best way they could, and steered to the northwest wishing to reach Port Coube for shelter. Not being able to find a mast there, they adjusted theirs by splicing it and lengthening it ten feet from the base.

Sailing again on their cruise, on the 8th of July, they ran along the Cuban Coast up to Cape de Cruz, where they came to anchorage.

Having heard of the presence of two English trading ships on the coast, they sailed again during the night, of the 15th to the 16th. They discovered a sail which they pursued and even overtook it within gunshot.

(cont'd)

But in the morning, a violent gale rose from the southwest, so violent that they had to sail with bare poles before the wind for more than two hours during which time the vessel they had sighted went away and they lost sight of it. At two in the morning, in spite of a stormy sea, they sailed again, to attempt to rejoin the same ship.

A short while after, the main mast broke at the capstern which made it impossible for them to continue their course and then they were wind-bound. Holding a consultation with the officers and the crew, it was decided to sail here to prepare and fit the vessel to sail again.

A statement of the proceedings and resolutions was drawn up and deposited at the Marine's office.

Arriving at the Balize post on the third of the present month the said Corsair ship is now coming up the river.

Certificate of declaration granted Captain Laforge on his request to be used by him for whatever purpose he may see fit.

New Orleans, August 8th, 1758.

B. Laforge,
Chantalou,
Clerk.

YEAR 1758

AUGUST 12th

PROMISSORY NOTE

Before royal notary, and in presence of witnesses, appeared Gabriel Goguet, who recognizes and confesses, owing to the Sieur Louis Lambert, resident of Arkansas, and represented by the Sieur Jacques L'epine, his brother-in-law, the sum of 1500 livres, which was loaned to him, Sieur Goguet promises and obligates himself to pay to Sieur Lambert, said sum during the month of April, 1759, and for security of payment he mortgages all his properties present and future.

WITNESSES:
Songy
Thomassin

Signed by,
Goguet
L'epine

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758AUGUST 20

2 pages

AUCTION SALE OF A VESSEL.

Advertisement

Pursuant to an order issued by honorable Bobe Descloseaux, first judge of the Superior Council, on petition of Captain Planeau, sheriff Marin Lenormand issues the first publication of advertisement of sale at public auction and adjudication to the last and highest bidder of the vessel (La Louisiane de la Martinique) 80 tons burden with all its rigging and sails, appurtenances and dependencies according to inventory on file at the Registry Court.

Said auction sale to take place August 23; the successful bidder to pay the amount cash and to assume all costs of auction.

Said advertisement to be published after the High Mass and posted at the doors of the parochial church, the Council chamber and the registry court and at the main mast of the said vessel.

Lenormand

YEAR 1758AUGUST 23

Second publication of advertisement of the auction sale of the vessel (La Louisiane de la Martinique) to take place on August 26, with the same terms and specifications.

No Signature

Not printed in Louisiana Historical Quarterly.

7286
54869

YEAR 1758

SEPTEMBER 14

PROCURATION

By notarial act, Sieur Laurent Rivoire, merchant in New Orleans, granted a procuration to Monsieur Louis Cezaire Le Bretton, associated Councillor of the Superior Council of Louisiana, about to sail for France, empowering him as his attorney in fact and in his name, to recover from the honorable paymaster of the annuity bonds of the City Hall of Paris or any other of the King's Revenues, the arrears due for the years 1756, 1757 and whatever is due for the current year 1758, said annuities being issued by decree of the month of February 1745.

To recover also the Tontine life annuities (annuity on survivorship) and increases thereon sixth class, ninth tontine and others issued later.

To recover the interest due on fifteen shares issued in the name of Sieur Laurent Rivoire, based on the gabels, excise salt tax and other revenues of the king.

To give said Paymasters all receipts and discharges thereof and in default of payment, to institute all necessary legal proceedings for collection thereof and to do everything necessary to carry these presents into effect; the said constituent hereby approving and ratifying all that the said agent and attorney in fact may do in the premises.

(Signed)

WITNESSES:

A. Thomassin
Songy

Laurent Rivoire
Chantalou, notary

YEAR 1758

AUGUST 22nd

2 pages

AFFIDAVIT

Before royal notary and in presence of witnesses Vincent Renne dit Petit Jean, says and declares that he was engaged by Belson to take a trip on the St. Francis river; on board Belson was eating dinner with Sr. François Crayet; seeing him Petit Jean asked if that was the Crayet, he had heard two sailors named Canon and Judas say had been put in irons at Leoyanne.

Petit Jean says further that above remark was made to the Sieur Gernoid, and that he (Petit Jean) before that day had never heard speak of Sr. Crayet, and furthermore he had never seen him or knew him before today.

Not being able to write Petit Jean does not sign.

Signed by

Labbe - Guioit - Benoist, notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758AUGUST 23rd

6 pages

JUDICIAL SALE OF THE SHIP "LA
LOUISIANNE" BY ORDER OF SIEUR
DESCLOSEAUX, UPON THE PETITION
OF CAPTAIN PLANEAU.

Upon the petition of Captain Planeau, of the ship "La Louisianne of Martinique, and in virtue of the ordinance of Monsieur Descloseaux, first judge of the Superior Council, dated Aug. 18th, last, at the bottom of this petition, permitting Sieur Planeau, to sell the said ship according to law, in the customary manner.

The Jean Francois Huchet de Kernion, Counsellor Assessor of the Superior Council of this Province, named in these parts, accompanied by Jean Baptiste Roquet, acting as Attorney General, repaired to the Bar of the Court, with the Sheriff, to proceed for the first time, with the sale and adjudication, to the last and highest bidder. Notice posted and published, in consequence by Sieur Le Normand, Clerk.

The said ship was offered for sale according to inventory without limit or reserve of its fittings etc., to the clauses and condition of the adjudicator, to pay cash for his adjudication before being placed in possession.

Mr. Songy bid 1000 livres, which was covered by Mr. Marin with 1200 livres, Sieur Ducros 1300 livres, Sieur Thomassin 1400 livres, Sieur Marin 1500 livres, there being no further bidders the sale was postponed until the 26th of the present month.

(Signed)

J. Planeau, Raguet, Huchet de Kernion

(cont'd)

54829
(cont'd)

On the day of the second offering, it was explained by the crier that the last and highest bidder was Mr. Marin, who offered 1500 livres, which was covered by Sieur Vienne, with 1550 livres, Sieur Marin 1600 livres, Sieur Thomassin 1650, Sieur 1700, the sale was then postponed to September 10th, which was the last day of the said sale, it was explained that the last bid by Sieur Marin was 1750 livres, covered by Sieur Vienne 2400 livres, by Sieur Belamya 2500 livres, there being no further bidding, the said ship La Louisianne was definitely adjudicated to Sieur Belamya as per inventory.

Belamy, J. Planeau,
Raguet, Huchet de Kernion

RECEIPT

Received from Monsieur Chantalou the sum of 2500 livres, for the amount of the sale of the said ship, at New Orleans, September 20th, 1758.

J. Planeau

Not printed in Louisiana Historical quarterly.

YEAR 1758
2 Pages

AUGUST 24

LETTER TO SR. CHANTALOU, NO-
TARY AND CHIEF CLERK.

Monsieur:

I pray that you remit to bearer the copies of papers and writings, which I have had the honor to ask you for, a long time ago I believe that you have had enough leisure time to have copies made.

In case you lost the list I gave you, I am sending you a new one.

Namely:

- Copy of the statement of the sale.
- Copy of the petition requesting the sale.
- Copy of the petition requesting the approval of the compromise.
- Copy of the decree rendered in favor of Dem^{elle} Locquet, under date of month of June.
- Copy of the adjudication of plantation.
- Copy of the family meeting decree and order issued for its approval.

Have the kindness if you please, to mark the total price, or each one separately, in order that I may add it to the amount I already owe you.

I have the honor to be completely, Sir, your most humble, and very obedient servant.

Locquet.

Not printed in Louisiana Historical Quarterly.

YEAR 1758AUGUST 26th

2 pages

PETITION OF JEAN PIERRE HINGLE
TO SIEUR DESCLOSEAUX FOR PER-
MISSION TO SELL HIS PROPERTY TO
LIQUIDATE WITH HIS CREDITORS.

Humbly petitions Jean Pierre Hingle, carpenter, and a resident of this city, stating that he wishes to liquidate his affairs with his creditors, and is about to sell a lot, 36 ft. front by 120 ft. in depth, with a house thereon, situated on Bourbon Street, observing the customary formalities, for which he addresses this petition, that it may please your honor to permit him to make the said sale, and that the advertisements be posted in the usual places, that justice may be done.

At New Orleans, August 26th, 1758.

Hingle

On the above date, permission was granted for the above sale, by observing the required formalities.

Bobé Descloseaux

September 11th, 1758

I, the undersigned, Marin Pierre Pierre Barry named by the Superior Council, in virtue of the above ordinance, do certify having posted three advertisements viz: One on the door of the Church, one on the door of the Council, for three consecutive Sundays under date of Aug. 27th, last, and September 3rd and 10th, to arrive at the present sale, without anyone appearing to make any opposition, in witness whereof, I sign,

(cont'd)

56576-77
(cont'd)

and deliver the present verbal process, to
serve whomever it may concern.

Made at New Orleans, September 11th, 1758.

Barry.

Not printed in Louisiana Historical Quarterly.

62/19

YEAR 1758

AUGUST 28th

2 pages

REGISTRATION OF GIFT.

Before royal notary and in presence of witnesses appeared Sieur Jean Perret, resident of Anse Aux Outarde (Bustard Creek) and Dame Marie Morette, his wife, who say and declare that as they are both advanced in age, but are enjoying perfect health, and never having had a contract of marriage, they now wish to make a deed of gift to each other of all properties, movables and immovables, that the survivor shall take and enjoy in full ownership with full seizin and without bond, or render account of it to anyone.

Not being able to write Sieur Perret and his wife do not sign.

(Signed)

Songy - Thomassin - Chantalou, Notary.

Nov. 4, 1758

The Superior Council, on petition of the Attorney General orders the above deed of donation to be recorded.

Registered by the clerk of the Superior Council in folio #67.

Not printed in Louisiana Historical Quarterly.

YEAR 1758
2 pages

AUGUST 31st

LEASE OF HOUSE

By notarial act, and in presence of witnesses, Sieur Jean Robin, recognizes and confesses having leased to the Sieur Lobinois, a brick house with yard and garden located below the city for the term of three years, beginning on September 15th and ending on the same day in 1761 for the sum of 800 livres per year.

Sieur Robin reserves for himself a room in the upper story of said house and promises and obligates himself to put house in good condition and repairs, and have a good sidewalk made.

Sieur Lobinois obligates himself to keep above house and sidewalk in good condition during the term of said lease, and for security of payment he mortgages all his properties.

Not being able to write Sieur Robin does not sign.

WITNESSES:
Thomassin
Songy

(Signed)
Lobinois
Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

SEPTEMBER 9

4 pages
In French

POMMERAYE SUCCESSION

Covers sales of household goods, slaves
and plantation: what was sold, who
bought

SUBJECT: Succession, slavery, plantation,
household furniture and goods

PERSONS: Murat, Pommeraye, Lorquet, Trudeau,
Murat, Lorquet, Raguet, Mattene,
Monsanto, Pontalba, Le Sassier,
Gauvin, Parandet?, Vienne,
Braquier, LeBlanc, Caminada, Prevort,
deMeyon, Picquery, Artand, Villars,
Gaillardye, Jeanneton, DeCours,
Avignon, Beaure, Rutertre

#17588090907

Not found in Louisiana Historical Quarterly

YEAR 1758
2 pages

SEPTEMBER 10th

ADVERTISEMENT OF AUCTION
SALE OF BOAT.

By virtue of orders of Sieur Bobé Descloseaux, issued on request of Sieur Planeau, Captain of the boat "La Louisianne de la Martinique" of 80 tons burden the final day of sale of said boat complete with riggins, sails and tackles ordered held on Tuesday next September 13th and notices to be posted in customary places.

Sale to be held in presence of Sieur de Kernion and of the procurator general. Bidding on the second day of sale, closed with the sum of 1700 livres, auction will open with the same amount.

Boat will be adjudicated to the last and highest bidder who will pay for cost of above auction.

Signed by,
Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1758

SEPTEMBER 12

SUCCESSION OF MR. DUBREUIL

Opposition.

Appearing in the Registry Court, Monsieur Pierre Belot, secretary to Mr. Rochemore, intendant commissary general of Louisiana, declares that as holder of a power of attorney from Mr. Bizoton, emancipated minor under the guardianship of Mr. Malo, Commissioner of Marine at Havre de Grace, and acting in his name, protests and makes opposition to the distribution of funds proceeding from the succession of Mr. Dubreuil, until he (Mr. Bellot,) recovers the sum of 10,000 livres with interest from the day of protest of a letter of exchange for 10,500 livres drawn by Mr. Dubreuil in the year 1740 on Sieur Hersau, merchant in Paris, Mr. Bellot to recover his share of said note in proper time.

Certificate of declaration granted Mr. Belot on his request.

Belot,
Chantalou, clerk

There is nothing to show the connection of Mr. Belot and Mr. Bizoton with the above deal.

Not printed in Louisiana Historical Quarterly.

YEAR 1758
3 pages

SEPTEMBER 13

POWER OF ATTORNEY

Power of Attorney of Dame Elizabeth Rose Tourel, widow of deceased Jean Baptiste Dublanc, former merchant in this City, in favor of Monsieur Percarere, merchant at Bayonne, empowering him as her attorney in fact and in her name to claim one-third of the property left by her deceased husband in the City of Bayonne or elsewhere. Constituent hereby approving and ratifying all that said agent and Attorney in fact may do in the premises.

(Signed)

Widow Dublanc
Songy
A. Thomassin
Chantalou

Not printed in Louisiana Historical Quarterly.

YEAR 1758SEPTEMBER 15

v/4

DEED OF GIFT TO THE SURVIVOR

Sieur Paul Augustin Le Pelletier de La Houssaye, knight of the Royal and Military of St. Louis, captain of a company of marines and Dame Madeleine Victoire Petit de Levilliers, his wife, not having any children and not expecting any, by notarial act, make a mutual donation to the survivor of all their properties, movables and immovables which will be in their community at the time of the first deceased; the survivor to have the usufruct of said donation during his life time only by giving good and solvent bond.

Said donation available only if there are no children born or to be born, but in case of a birth and the child would die before one of them the said deed of gift would again be in force to be executed according to its form and tenor.

Said deed to be recorded in the Registry court or anywhere else if necessary.

Le Pelletier de la Houssaye
Petit de Villiers de la Houssaye

WITNESSES:

Songy
Thomassin

Chantalou,
notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758SEPTEMBER 20th

3 pages

SUCCESSION OF JEAN JADART DE
BEAUCHAMP AND HIS WIFE.

Act of Partition.

Inventory of the movable and immovables in the above succession (Jean Jadart de Beauchamp and his wife Dame Marie Le Sueur) by complaint of Sieur Robin de Launay, in his name and as testamentary executor of the late Sieur de Beauchamp, as it appears in his will made at Mobile, November 24th, 1754 and furthermore, to have his power of attorney, and Messrs. Louis Cesard Le Breton acting as much for himself and as the husband of Marguerite Chauvin de la Freniere, and as curator of Alexandre Chauvin, Nicolas Chauvin de la Freniere, and Louis Charles Duhomme, as the husband of Dame Catherine Chauvin de la Freniere, all co-heirs in the succession of the late Dame Marie Le Sueur, their maternal aunt, and this, in virtue of the decree of the Superior Council of this Province under date of February 7th, of last year.

I (name torn out) in the presence of the undersigned notary and witnesses, declare, that all the property, movable and immovable of the succession was inventoired at Mobile, amounting to 134,593 livres, 8 sols, 2 deniers, from which must be deducted 30000 livres, or two-thirds for the dowry of Madame de Beauchamp according to their marriage contract made in Mobile, September 5th, 1729, amounting to 33336 livres, 6 sols 8 deniers, leaving a balance of 101260 livres, 1 sol, 6 deniers, on which sum was also agreed in the above decree of deduction before parti-

(cont'd)

tion, the sum of 9500 livres for half of the debts paid by the community of Mr. and Mrs. de Beauchamp, the said contracted by Mrs. de Beauchamp before her marriage, also a deduction of 7835 for succession expenses, conforming with the above decree, in consequence of which there remains to be divided among the heirs of Sieur de Beauchamp and those of his wife the sum of 83924- 10- 3, half of which goes to the heirs of Sieur de Beauchamp, or a sum of 41962- 5- 9, added to that of 9500 previously deducted for debts contracted by Madame de Beauchamp, and paid by the succession, amounts to 51462- 5- 1, which goes to their heirs of the late Sieur de Beauchamp, on which sum Sieur Robin in his capacity acknowledges and confesses having received from the heirs of Mrs. de Beauchamp the sum of 14053#

From the following individuals in diverse notes and titles

17918-3-3

From Sieur Hugon	3500	
" " Jung	1200	
" " Couturier	210	
" " Camian	4565	
" " La Croix	1162	
" " Grondel	528	
Le Breton rep		
Descloseaux	1850	
" " Garlèard	1568	
" " Garlic	3334-3-3	17918-3-3

It was further agreed by the heirs that all would share in the losses if any, for which the heirs of Madame de Beauchamp became surety towards the heirs of Mr. De Beauchamp. Notwithstanding, to complete the sum coming to Sieur Robin in his capacity there is miss-

ing a sum of 19472-5-1, that the heirs of Mrs. de Beauchamp have presently remitted to Sieur Robin in his capacity who hold them discharged.

Le Breton
A. Thomassin
Songy
Robin De Launais

Duhommeë
Lafrenier, also
proxy for his
brother Alexandre
proxy given by his
curator

October 3rd, 1758

Personally appeared Sieur Robin De Launais, mentioned in the act of partition, who declared that he takes and accepts for his account the sum of 17918 livres 3 sols 3 deniers, recovered from individuals mentioned elsewhere, and discharges and acquits them from all responsibility for notes, papers, etc., of the said succession.

Le Breton
Robin De Launais
A Thomassin
Songy
Duhommeë

Lafreniere for himself
and brother Alexandre
proxy given to him by
his curator.

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1757SEPTEMBER 22

2 pages

ACKNOWLEDGMENT AND SETTLE-
MENT OF DEBT.

Mr. de Murat acknowledges that Mr. Destrahan, had the kindness of loaning him the sum of 300 livres which he needed to pay Madame de La Pommeraye and Mr. Locquet.

Promise to return said sum on October 15 next.

Murat

1759,
July 19

RECEIPT

Received from Mr. Chantalou, for account of Mr. Destrehan, the sum of 1084 livres 10 sols in full settlement of above obligation.

Broutin

1757,
Nov. 6IN VERSO
54561

Received from Mr. de Murat on account on note in recto:

Letter of exchange from Mobile No. 86, to the order of Sieur Lautagnac, not endorsed.....	1115 liv.	10 sols
A note from Mr. Michel.....	500 "	
A note.....	300 "	
	<hr/>	
Total	1915 liv.	10 sols
Balance due	1084 liv.	10 sols
	<hr/>	
	3000 liv.	

(Signed)
Destrehan

YEAR 1758SEPT. 23rd.

6 pp

MARRIAGE CONTRACT BETWEEN
JOSEPH DURAND AND LOUISE
MILHET.

BURAT

Personally appeared Joseph Durand, a native of Mobile, son of the late Guillaume Durand, and Dame Magdelaine Rouge, at present the wife of Sieur Negrier, of the first part

and

Louise Milhet, a native of this city, and minor daughter of the late Sieur Antoine Milhet, and the late Louise Lepage, now residing in the orphanage of the city at the Ursuline Convent; of the second part. Monsieur Jean Baptiste Claude Bobe Descloseaux, protector of the said minor here present stipulating for her.

Be it known that the contracting parties of their own free will, upon the advice of their parents and friends, have consented to the conventions of marriage.

Neither will be held responsible for the debts of the other contracted before marriage but paid by the contracting party without prejudice to the property of the other.

The future husband and wife agree on the community of property; according to the custom of Paris, renouncing to all others. That of the future wife consisting of what is coming to her from her father and mother, and a sum of 1000 livres which Sieur Descloseaux promises to give her as a gift, 500 livres now and 500 livres two years from date, which will be held as a dowry for the future wife and at which one-third in the community of what is coming to her from her parents, and two-thirds together with what is given to her by Sieur Descloseaux will remain clear to the future wife and her heirs.

(cont'd.)

The future husband fixed a jointure on his future wife of 1000 livres of prefix dowry, the balance likewise remaining clear to the future wife and her heirs, and for the security of which she will be given a mortgage on the day of the benediction on properties present and to be acquired.

It was agreed that the preciput will be 300 livres, that the survivor will take by preference before partition without increase or in money, at the option of the survivor.

It will be lawful for the future wife either to accept or renounce to the future community. She will take back all that she brought to the community, even those accrued and to accrue from succession, donation or otherwise, clear from all encumbrances, and if his share does not suffice, upon those of his heirs.

The future wife and husband give each other in the best possible form, all property acquired existing among them, at the time of the first to die, to be enjoyed by the survivor, without giving surety, in case there are no children born, or to be born of the future marriage which they accepted reciprocally, they will be required to record the same with clerk of the Superior Council of the Province.

Louise Milhet - Negrier - Songy - A.Thomassin -
Bobe Descloseaux - Chantalou.

NOTE: The name Durand appears in the margin and was used. The name in the body of the document appears as Burand or Buzand, but cannot be verified because he would not sign.

CONTINUATION MARRIAGE CONTRACT

DURAND - MILHET
April 13th, 1763

Personally appeared Louise Milhet, authorized by Joseph Bural who confessed and acknowledged by these presence having received cash in our presence of Mr. Bobe, scribe of the Navy functioning in Illinois through Mr. Caue, the sum of 500 livres in full settlement of the promise made by Jean Baptiste Bobe Descloseaux at the time of their marriage contract, for which they hold him acquitted and discharged.

Made in the presence of Marin Barry and Antoine Foucher who signed, with the exception of Sieur Bural and Durand, who claimed they would neither sign or write.

Barry

Foucher

Louise Milhet

Broutin,
Notary.

Not printed in Louisiana Historical Quarterly.

No. 2

(55308-9)

Sept. 25, 1758

PETITION

Plaintiff, Mr. Jean Baptiste Garic, Attorney for Vacant Estates and Royal Notary, prays for Order permitting him to sell a house and lot which he has, situated on Bourbon Street, alleging that he must leave here and go to France in order to attend to family business.

(Signed)

Garic

October 26, 1758

ORDER

Petition granted contingent upon observance of due formalities.

(Signed)

Rochemore

December 11, 1758

Proces-Verbal re: Advertisement
of Sale by Sheriff.

Undersigned, Sheriff, certifies that pursuant to the foregoing Order, he duly published and posted the advertisements of said sale on the days and at the places required by law.

(Signed)

Lenormand

(cont'd)

YEAR 1758

SEPTEMBER 25

DECLARATION BY SR. FRANÇOIS DE
REGGIO, RATIFYING ACTIONS OF
WIFE IN A TRANSACTION INVOLV-
ING HER PATRIMONIAL PROPERTY.

Sr. De Reggio declares that in anticipation of his absence from the Parish of Orleans, he granted a power-of-attorney to his brother-in-law, Sr. Derneville, authorizing him to complete a transaction tending to establish, (according to title) the boundary line of the patrimonial property of their respective wives, which line separates said property from that of Sr. Mazan; that said Power-of-Attorney bore only his signature, as Guardian of his wife's estate; whereas it should have also been signed by his wife, authorized by him, inasmuch as the property involved was her private patrimonial inheritance.

To add the proper legal force and effect to these proceedings, he now ratifies and approves all actions of his wife in the premises, particularly the Appeal to the Private Council of the King.

(Signed)

De Reggio

Not printed in Louisiana Historical Quarterly.

54651

YEAR 1758

1 page

SEPTEMBER 27

Order issued by Mr. Trudeau to Mr. Chantalou, as trustee, to pay Mr. Arnaud over and above the sum of 5500 livres, due him by Mr. Murat, the sum of 233 livres 7 sols, which Mr. de Murat had agreed to pay for interest up to last of next December, said amount to be derived from the proceeds of the sale of the negroes, account of Mr. Murat.

Trudeau

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1758
1 page

OCTOBER 2nd

CERTIFICATION OF DEATH

Two undersigned marine clerks certify to the following.

Negro slaves shipped to Louisiana on the boat "La Judith", some were transferred to the boat "Lopal" commanded by Captain Deblanc and others on the boat "La Fortune" commanded by Captain Large.

Since the transfer, and while still at sea, two negroes have died from the boat "Lopale", and from the boat La Fortune, one negro fell overboard and was drowned, and another died since arrival at New Orleans.

Signed by

Despallieres

Trochard

Not printed in Louisiana Historical Quarterly.

YEAR 1758

OCTOBER 2

2 pages

Receipt and Declaration made
before the Royal Notary
by
Dame Françoise Dalet de Coulange, widow
of Monsieur D'Auberville, and tutrix of
their minor children, in favor of Sr.
Duval.

Dame D'Auberville declares that her late husband had sent to Sr. Ricard at Pointe Coupée a negro named Louis, to be sold; that said negro was sold to Sr. Duval, for the price of 1750 livres, of which he paid cash the sum of 1070 livres, and for the balance he gave his promissory note for 680 livres; that said note was delivered by Sr. Ricard to declarer, who has lost same.

Sr. Duval having this day paid said balance, Dame D'Auberville executes these presents to serve as a receipt in place of said note, and she hereby binds herself in the event said note is found to return same to Sr. Duval, as null and void, hereby declaring that he is not indebted to her in any amount.

(Signed) Coulange d'Auberville, widow
Songy
Tomassin
Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758
1 page

OCTOBER 6th

SURETY BOND

Before the clerk of the Superior Council, and in presence of witnesses, the Sieur Julien Vienne, merchant of this city, said and declared that Sieur Joseph Hannoteau, about to sail for France next day on the boat, belonging to Sieur Gaugean, has not sufficient time to publish and advertise his departure.

Sieur Vienne further declares that he has posted a surety bond and will be responsible for and pay all debts that Sieur Hannoteau may have contracted.

For security of which he mortgages all his properties, including the house he is living in.

Signed by

WITNESSES:
Songy
Thomassin

Vienne
Chantalou,
Clerk

Not printed in Louisiana Historical Quarterly.

#55138

YEAR 1758

OCTOBER 7

4 pp.

SUCCESSION OF DANIEL HUBERT,
KNOWN AS LA CROIX.

Judgment rendered on the petition of Dame La Croix, widow of decedent, decreeing the convocation of a family meeting in behalf of the minor children of said Sr. and Dame La Croix.

The widow had petitioned the court for an order allowing the sale of a plantation which had been previously sold by her said husband, but the contract of sale of which had been ordered rescinded by the Court; she had alleged that she and her minor children lacked the strength necessary to cultivate it. In the alternative she had prayed for judgment ordering family meeting to consider the advisability of said sale. The latter was granted.

By the Council
(Sgd) Chantalou

Return of clerk showing service of order for convocation of family meeting to various relatives and friends of said minors.

(Sgd) Barré

Not in Louisiana Historical Quarterly.

YEAR 1758

OCTOBER 8th

3 pages

PETITION FOR FAMILY MEETING

Dame Widow Daunoy, in her name and as tutrix of her minor children, declares that she has five lots of ground in this city and a plantation called "le petit desert" situated two leagues from the city, which she has not sufficient strength to cultivate, in order to make them pay, and as her late husband's succession is in debt, and she wants to educate her children properly, she petitions superior council to grant her a convocation of parents and friends to deliberate on sale of above properties.

Signed

Hubert Daunoy

YEAR 1758

OCTOBER 18th

Superior Council grants above petition and orders family meeting be held before the Sieur Fontenette and in presence of the procurator general.

Signed by

Rochemore

YEAR 1758

OCTOBER 30th

Sheriff Marin Le Normand issues notices to the following persons; Sieur Bellair, grandfather; Sieur Delafreniere, uncle; Sieur Desillest, uncle; Sieur De La Gautrage, friend; Sieur Duhommel, friend; Sieur Villere, uncle; Sieur Bellair. son. uncle of said minors to

No. 2

appear today at 9 o'clock in the morning
before Sieur Fontenette in the council
Chamber, to deliberate and decree on the
demands stated on Dame Daunoy's petition
to sell her plantation and her city lots.

Lenormand

Not printed in Louisiana Historical Quarterly.

64/19

YEAR 1758
2 pages

OCTOBER 13

SALE OF NEGRESS

Orders for Payment

Mr. Cartier having sold to Madame de La Pommeraye a negress named Magdeleine for the sum of 2000 livres and having received said amount from Mr. Macnimara, issues an order to Madame de La Pommeraye to pay Mr. Macnimara the said amount of 2000 livres.

Cartier

1758,
Oct. 16 (crossed out)

Madame de La Pommeraye, at her Plantation accepts Mr. Cartier's order and promises to pay on December 8th, next.

Dela Pommeraye

54575

1758
Dec. 13

Order issued by Madame de La Pommeraye to Mr. Chantalou to pay Mr. Macnimara the sum of 2000 livres, which she will refund at the settlement of accounts in the Registry office.

De La Pommeraye

(cont'd)

No. 2

Above order accepted to be paid within
thirty days from the funds of Madame
de La Pommeraye.

Chantalou

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1758

SEPTEMBER 9

4 pages
In French

POMMERAYE SUCCESSION

Covers sales of household goods, slaves
and plantation: what was sold, who
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SUBJECT: Succession, slavery, plantation,
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Monsanto, Pontalba, Le Sassier,
Gauvin, Parandet?, Vienne,
Braquier, LeBlanc, Caminada, Prevort,
deMeyon, Picquery, Artand, Villars,
Gaillardye, Jeanneton, DeCours,
Avignon, Beaure, Rutertre

#17588090907

Not found in Louisiana Historical Quarterly

YEAR 1758
2 pages

SEPTEMBER 10th

ADVERTISEMENT OF AUCTION
SALE OF BOAT.

By virtue of orders of Sieur Bobé Descloseaux, issued on request of Sieur Planeau, Captain of the boat "La Louisianne de la Martinique" of 80 tons burden the final day of sale of said boat complete with riggins, sails and tackles ordered held on Tuesday next September 13th and notices to be posted in customary places.

Sale to be held in presence of Sieur de Kernion and of the procurator general. Bidding on the second day of sale, closed with the sum of 1700 livres, auction will open with the same amount.

Boat will be adjudicated to the last and highest bidder who will pay for cost of above auction.

Signed by,
Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1758SEPTEMBER 12

SUCCESSION OF MR. DUBREUIL

Opposition.

Appearing in the Registry Court, Monsieur Pierre Belot, secretary to Mr. Rochemore, intendant commissary general of Louisiana, declares that as holder of a power of attorney from Mr. Bizoton, emancipated minor under the guardianship of Mr. Malo, Commissioner of Marine at Havre de Grace, and acting in his name, protests and makes opposition to the distribution of funds proceeding from the succession of Mr. Dubreuil, until he (Mr. Bellot,) recovers the sum of 10,000 livres with interest from the day of protest of a letter of exchange for 10,500 livres drawn by Mr. Dubreuil in the year 1740 on Sieur Hersau, merchant in Paris, Mr. Bellot to recover his share of said note in proper time.

Certificate of declaration granted Mr. Belot on his request.

Belot,
Chantalou, clerk

There is nothing to show the connection of Mr. Belot and Mr. Bizoton with the above deal.

Not printed in Louisiana Historical Quarterly.

(7285)

YEAR 1758

3 pages

SEPTEMBER 13

POWER OF ATTORNEY

Power of Attorney of Dame Elizabeth Rose Tourel, widow of deceased Jean Baptiste Dublanc, former merchant in this City, in favor of Monsieur Percarere, merchant at Bayonne, empowering him as her attorney in fact and in her name to claim one-third of the peoperty left by her deceased husband in the City of Bayonne or elsewhere. Constituent hereby approving and ratifying all that said agent and Attorney in fact may do in the premises.

(Signed)

Widow Dublanc
Songy
A. Thomassin
Chantalou

Not printed in Louisiana Historical Q uarterly.

(19)

54871

YEAR 1758

SEPTEMBER 15

v/4

DEED OF GIFT TO THE SURVIVOR

Sieur Paul Augustin Le Pelletier de La Houssaye, knight of the Royal and Military of St. Louis, captain of a company of marines and Dame Madeleine Victoire Petit de Levilliers, his wife, not having any children and not expecting any, by notarial act, make a mutual donation to the survivor of all their properties, movables and immovables which will be in their community at the time of the first deceased; the survivor to have the usufruct of said donation during his life time only by giving good and solvent bond.

Said donation available only if there are no children born or to be born, but in case of a birth and the child would die before one of them the said deed of gift would again be in force to be executed according to its form and tenor.

Said deed to be recorded in the Registry court or anywhere else if necessary.

Le Pelletier de la Houssaye
Petit de Villiers de la Houssaye

WITNESSES:

Songy
Thomassin

Chantalou,
notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758SEPTEMBER 20th

3 pages

SUCCESSION OF JEAN JADART DE
BEAUCHAMP AND HIS WIFE.

Act of Partition.

Inventory of the movable and immovables in the above succession (Jean Jadart de Beauchamp and his wife Dame Marie Le Sueur) by complaint of Sieur Robin de Launay, in his name and as testamentary executor of the late Sieur de Beauchamp, as it appears in his will made at Mobile, November 24th, 1754 and furthermore, to have his power of attorney, and Messrs. Louis Cesard Le Breton acting as much for himself and as the husband of Marguerite Chauvin de la Freniere, and as curator of Alexandre Chauvin, Nicolas Chauvin de la Freniere, and Louis Charles Duhomme, as the husband of Dame Catherine Chauvin de la Freniere, all co-heirs in the succession of the late Dame Marie Le Sueur, their maternal aunt, and this, in virtue of the decree of the Superior Council of this Province under date of February 7th, of last year.

I (name torn out) in the presence of the undersigned notary and witnesses, declare, that all the property, movable and immovable of the succession was inventoried at Mobile, amounting to 134,593 livres, 8 sols, 2 deniers, from which must be deducted 30000 livres, or two-thirds for the dowry of Madame de Beauchamp according to their marriage contract made in Mobile, September 5th, 1729, amounting to 33336 livres, 6 sols 8 deniers, leaving a balance of 101260 livres, 1 sol, 6 deniers, on which sum was also agreed in the above decree of deduction before parti-

(cont'd)

tion, the sum of 9500 livres for half of the debts paid by the community of Mr. and Mrs. de Beauchamp, the said contracted by Mrs. de Beauchamp before her marriage, also a deduction of 7835 for succession expenses, conforming with the above decree, in consequence of which there remains to be divided among the heirs of Sieur de Beauchamp and those of his wife the sum of 83924- 10- 3, half of which goes to the heirs of Sieur de Beauchamp, or a sum of 41962- 5- 9, added to that of 9500 previously deducted for debts contracted by Madame de Beauchamp, and paid by the succession, amounts to 51462- 5- 1, which goes to their heirs of the late Sieur de Beauchamp, on which sum Sieur Robin in his capacity acknowledges and confesses having received from the heirs of Mrs. de Beauchamp the sum of 14053#

From the following individuals in diverse notes and titles

		17918-3-3
From Sieur Hugon	3500	
" " Jung	1200	
" " Couturier	210	
" " Camian	4565	
" " La Croix	1162	
" " Grondel	528	
Le Breton rep		
Descloseaux	1850	
" " Garlèard	1568	
" " Garic	3334-3-3	17918-3-3

It was further agreed by the heirs that all would share in the losses if any, for which the heirs of Madame de Beauchamp became surety towards the heirs of Mr. De Beauchamp. Notwithstanding, to complete the sum coming to Sieur Robin in his capacity there is miss-

ing a sum of 19472-5-1, that the heirs of Mrs. de Beauchamp have presently remitted to Sieur Robin in his capacity who hold them discharged.

Le Breton
A. Thomassin
Songy
Robin De Launais

Duhommeè
Lafrenier, also
proxy for his
brother Alexandre
proxy given by his
curator

October 3rd, 1758

Personally appeared Sieur Robin De Launais, mentioned in the act of partition, who declared that he takes and accepts for his account the sum of 17918 livres 3 sols 3 deniers, recovered from individuals mentioned elsewhere, and discharges and acquits them from all responsibility for notes, papers, etc., of the said succession.

Le Breton
Robin De Launais
A Thomassin
Songy
Duhommeè

Lafreniere for himself
and brother Alexandre
proxy given to him by
his curator.

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1757SEPTEMBER 22

2 pages

ACKNOWLEDGMENT AND SETTLE-
MENT OF DEBT.

Mr. de Murat acknowledges that Mr. Destrahan, had the kindness of loaning him the sum of 300 livres which he needed to pay Madame de La Pommeraye and Mr. Locquet.

Promise to return said sum on October 15 next.

Murat

1759,
July 19

RECEIPT

Received from Mr. Chantalou, for account of Mr. Destrehan, the sum of 1084 livres 10 sols in full settlement of above obligation.

Broutin

1757,
Nov. 6IN VERSO
54561

Received from Mr. de Murat on account on note in recto:

Letter of exchange from Mobile No. 86, to the order of Sieur Lautagnac, not endorsed.....	1115 liv. 10 sols
A note from Mr. Michel.....	500 "
A note.....	300 "
	<hr/>
Total	1915 liv. 10 sols
Balance due	1084 liv. 10 sols
	<hr/>
	3000 liv.

(Signed) Destrehan

YEAR 1758SEPT. 23rd.

6 pp

MARRIAGE CONTRACT BETWEEN
 JOSEPH DURAND AND LOUISE
 MILHET.

BURAT

Personally appeared Joseph Durand, a native of Mobile, son of the late Guillaume Durand, and Dame Magdelaine Rouge, at present the wife of Sieur Negrier, of the first part

and

Louise Milhet, a native of this city, and minor daughter of the late Sieur Antoine Milhet, and the late Louise Lepage, now residing in the orphanage of the city at the Ursuline Convent; of the second part. Monsieur Jean Baptiste Claude Bobe Descloseaux, protector of the said minor here present stipulating for her.

Be it known that the contracting parties of their own free will, upon the advice of their parents and friends, have consented to the conventions of marriage.

Neither will be held responsible for the debts of the other contracted before marriage but paid by the contracting party without prejudice to the property of the other.

The future husband and wife agree on the community of property; according to the custom of Paris, renouncing to all others. That of the future wife consisting of what is coming to her from her father and mother, and a sum of 1000 livres which Sieur Descloseaux promises to give her as a gift, 500 livres now and 500 livres two years from date, which will be held as a dowry for the future wife and at which one-third in the community of what is coming to her from her parents, and two-thirds together with what is given to her by Sieur Descloseaux will remain clear to the future wife and her heirs.

(cont'd.)

The future husband fixed a jointure on his future wife of 1000 livres of prefix dowry, the balance likewise remaining clear to the future wife and her heirs, and for the security of which she will be given a mortgage on the day of the benediction on properties present and to be acquired.

It was agreed that the preciput will be 300 livres, that the survivor will take by preference before partition without increase or in money, at the option of the survivor.

It will be lawful for the future wife either to accept or renounce to the future community. She will take back all that she brought to the community, even those accrued and to accrue from succession, donation or otherwise, clear from all encumbrances, and if his share does not suffice, upon those of his heirs.

The future wife and husband give each other in the best possible form, all property acquired existing among them, at the time of the first to die, to be enjoyed by the survivor, without giving surety, in case there are no children born, or to be born of the future marriage which they accepted reciprocally, they will be required to record the same with clerk of the Superior Council of the Province.

Louise Milhet - Negrier - Songy - A.Thomassin -
Bobé Descloseaux - Chantalou.

NOTE: The name Durand appears in the margin and was used. The name in the body of the document appears as Burand or Buzand, but cannot be verified because he would not sign.

YEAR 1758

OCTOBER 16

2 pages

MANUMISSION OF A SLAVE

The negress slave Fanchon, aged 30 to 35, having attended and nursed her master, Pierre Germain, during a period of illness, the said Pierre Germain, in recognition of her devoted services, and specially in consideration and in recompense for her care and devotion during said illness, wishes to give her full freedom and petition Messrs. de Kerlerec, governor of the province of Louisiana and de Rochemore, Intendant commissary, and first Judge of the Superior Council to confirm and ratify said act of liberty, so she may enjoy full freedom as a subject of His Majesty.

Pierre Germain

WITNESS:

Thomassin

x his mark

In virtue of the power granted to them by His Majesty, Honorable Louis de Kerlerec, governor and Vincent Gaspard Pierre de Rochemore, Intendant Commissary of the province of Louisiana, approve the petition of Sieur Pierre Germain and confirm the deed of freedom issued by Sieur Germain in favor of the named Fanchon.

Kerlerec
(Seal)

By Our Lord

Thiton de Selegne, Secretary

Rochemore
(Seal)

By Our Lord

Belot, Secretary

No. 2

REGISTRATION

1758
Dec. 12.

Deed of freedom recorded on demand of Sieur
Pierre Germain.

Chantalou.

Not printed in Louisiana Historica. Quarterly.

57/19

YEAR 1758

OCTOBER 20

ACKNOWLEDGMENT OF SETTLEMENT

IN RE: Partnership of J.
Carrière and Sr.
Gruré.

In accordance with account agreed upon, Sr. J. Carrière acknowledges having settled this day with Sieur Gruré for merchandise, a negresse, a house and other effects held in partnership.

This settlement, however, is made without prejudice to a certain promissory note for 2000 livres made by Sr. Gruré to the order of Sr. Carrière.

(Signed) J. Carrière

April 9, 1759

This document is a certified copy of original (No. 54793) delivered to Mr. Gruré on above date.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

OCTOBER 20

ACKNOWLEDGMENT OF SETTLEMENT.

IN RE: Partnership of J. Carrière
and Sr. Gruré.

In accordance with account agreed upon, Sr. J. Carrière acknowledges having settled this day with Sieur Gruré for merchandise, a negresse, a house and other effects held in partnership.

This settlement, however, is made without prejudice to a certain promissory note for 2000 livres made by Sr. Gruré to the order of Sr. Carrière.

(Signed) J. Carrière

On reverse:

Dec. 9, 1758

Receipt for within described, and acquittance granted.

(Signed) J. Carrière

Not printed in Louisiana Historical Quarterly.

YEAR 1758OCTOBER 20

Declaration by Sr. Elie Meynardie,
 Captain of the vessel "Le Patriote";
 re/an invoice covering cargo which
 he did not receive.

Captain Meynardie appears before the clerk of
 the Superior Council, owing to the lack of an
 Admiralty Court in this Colony.

He states that his ship was loaded at Bordeaux,
 where it was bought, with merchandise which he
 delivered at Rochefort, with the exception of
 some flour and salted meat, which did not appear
 on the booking-office ticket of Sr. Garnier,
 who had charge of the loading; but according to
 the invoice remitted to him at Rochefort for the
 King, he was charged with quantities of vermilion,
 white-lead, chalk, panes of glass of various
 sizes, buckets and other merchandise, none of
 which, he declares under oath, have been loaded
 on his ship, nor entered on the ship's journal
 kept by his officers; that nothing was loaded
 on said ship except what appeared on the seven
 booking-office tickets _____, and some
 ammunition; that all of the above has been confirmed
 and certified to by the following:

Jacques Auriot - second officer
 Etienne Clemenceau-Lieutenant
 Viaud-Master of Crew
 Ribertaud-2nd Master of crew
 Elie Main-Master Carpenter
 Gauvain-Surgeon
 Raclaude-Master toolmaker

all of whom he declares testified that nothing was
 taken from said ship except the effects which were
 remitted here to the warehouse of the King, and
 some wine, brandly, oil soap, two packages of cotton
 one box and one package of dry goods, besides the
 sugar, coffee and tafia which were loaded at

La Grenade.

(Cont'd)

(7295)
cont'd.

Year 1758

October 2

(Signed) Elie Meynardie
Jacque Auciaux
E. Clemanceau
G. Gauvain
Elie Main
F. H. Raclau
Chantalou, Clerk.

Not printed in Louisiana Historical Quarterly.

#10

YEAR 1758

3 PP

OCTOBER 21st

CONTRACT OF MARRIAGE.

Pre-nuptial agreement, by notarial act, between Sieur Pierre St. Martin Beaucher, son of Sieur Francois St. Martin Beaucher and Dame Marianne Beaudry, native of Isle Royale, Quebec, parish of Notre Dame, on the one part, and Delle Charlotte Therese Gallot, daughter of the late Julien Gallot and Dame Marie Therese Drillant, widow by second marriage to the Sieur Pierre Nouguez, native of this city on the other part. Delle Gallot's mother acting for her.

Ceremony according to rites of the Roman Catholic Church.

All debts contracted before marriage to be paid by party contracting them.

Community of property, movables and immovables and acquests according to the custom of Paris. Future wife brings to marriage, a sum of 500 livres left to her by her late step-father Pierre Nouguez, and clothes, rings and jewelry valued at 1000 livres, and whatever she may receive for succession of her late father, out of which her mother gives her in advance a negress named Marianne of about 40 years old, all of above future wife will receive from her mother, as soon as marriage takes place, $1/3$ of above is to go to community and remaining $2/3$ to herself and children.

Future husband settles on future wife a jointure of 1000 livres for her to enjoy during her life time at her juratory caution, the capital to befall to their children or to his heirs, and he also brings to community a negress and child valued at 2000 livres.

The prospective husband and wife make a mutual deed of gift to the survivor of all their acquisitions during their community, said gift to be null and void if they are any children living or to be born, said gift to be registered by the notary.

(Signed by) P. St. Martin

WITNESSES:

Marie Françoise Gallot

Large

Thiton de Silique

B. Gaillardie

Louis Kanson

Vidal

Above registered.

Widow Nouguez

Charlotte Gallot

Garic,

Notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758OCTOBER 30th

4 pages

FAMILY MEETING OF DAUNOY MINORS

Before Benigue de Fontenelle, counselor in these parts, in the presence of Jean Baptiste Raguet, attorney general, appeared Dame Catherine Hubert Bellair, common in property with the late Sieur Guy Favre Daunoy, resident of this colony, and mother and tutrix of her minor children with him, who declared, that in virtue of the ordinance at the bottom of this petition, under date of the 18th, of the present month, she had notified the parents and friends of the said minor children by a writ of Mr. Le Normand, to appear to give their advice on the sale she demands in her petition of five places situated in this city, and a piece of land vulgarly called "Le Petit Desert", situated about two leagues from the city, for the purpose of settling the debts of the succession, and provide for the education of these children. It was decided by the assembly that the properties be sold for the purpose mentioned.

Bellair	Hubert Bellair
Chauvin Lafreniere	Desillet
Delagauterais	Bellair, Jr.
Deshomme	Villere

Conforming with the request of the Attorney General, we order that the present advice of the parents be reported to the Council, and upon the opinion of the Attorney General notice be given go whom it may concern.

Fontenelle.

November 3rd, 1758

I consent for the King that the present advice of the parents, be confirmed by law, and that Widow Daucy be permitted to sell at public auction, the properties for the purpose mentioned in her petition.

Raguet

November 9th, 1758

Advise that the above advice be homologated according to its form and tenor, for the sale of the properties mentioned in the above petition, observing the ordinary formalities before Mr. de Fontenelle, Counselor Commissary named for these parts.

Given in the Council Chamber on the above date.

Rochemore

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 4th

3 pages

PROCURATION.

Before royal notary and in presence of witnesses Sieur Antoine Fazande, son of the late Sieur Jacques Fazende, former Councilor and the late Dame Helene de Moriere, about to leave the colony for (blank) in the service of the king, grants a procuration to his eldest brother Sieur Gabriel Fazande to whom he gives power and authority to manage and administer all his affairs, pay all debts, collect all monies due him, and to represent him in the inventory and succession of his late father and mother.

Above procuration to stand until revocation of same.

(Signed by)

WITNESSES:
Songy
Thomassin

Fazende
Chamtalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758NOVEMBER 4

2 pages

SUCCESSION OF CHRISTIAN WENGER
AND CATHERINE KLEIN, HIS WIFE.

CHARLES LEGER VERSUS SIEUR COLMART,
SADDLE-MAKER.

Decree

Sieur Charles Leger, a soldier of the garrison, having married Marie Anne Marguerite Wenger, minor daughter of Christian Wenger and Catherine Klein with the intention of settling permanently in this colony and owning a plantation, in her name petitioned the Superior Council, stating that Sieur Colmart had no right to sell his minor wife's properties without substantial reasons and an order of the Superior Council, and demanding that Sieur Colmart be summoned before the Court to be ordered to return in kind, without delay, the said six arpents of land and to render an account of the cattle and other properties belonging to the said succession of which he had taken possession.

The Superior Council considering the petition of Sieur Charles Leger and all other papers pertaining to the said succession, orders a decree by default against Sieur Colmart, for non-appearance and orders him to give an account to the plaintiff within fifteen days (under penalty of arrest) before Mr. Lafreniere, Special Commissioner, of all properties belonging to the succession of deceased Christian Wenger and Catherine Klein, a final decree to be rendered upon the report of Mr. Lafreniere.

Cost pending.

By the Council,
Chantalou,
Clerk.

YEAR 1758NOVEMBER 4

2 pages

SUCCESSION OF CHRISTIAN WENGER
AND CATHERINE KLEIN, HIS WIFE.

Preamble.

Sieur Christian Wenger and his wife Catherine Klein, having deceased about ten years previously, eight days apart, their succession consisting of a plantation, six arpents front, situated six leagues above the city, with some cattle and farm implements, a private amicable partition was made between their minor daughter, Marie Anne Marguerite and Frederic, Colmart and Champagne, now the wife of Sieur Panier, known as Picard, children of Catherine Klein, by her first marriage with André Chetrinfle, all of age, uterine brothers and sister of Marie Anne Marguerite Wenger; said deed was drawn by Poivre, Stible and other relatives and friends present, as witnesses.

By the said partition, the property having been acquired during the second community, one half was given to Marie Anne Marguerite Wenger and the other undivided half to Frederic Colmart and Champagne, all three children of Catherine Klein by her first marriage.

Sieurs Frederic, Colmart and Picard, having come to the conclusion that three arpents of land was too small an article to be divided unanimously agreed to abandon their said share and let Marie Anne Marguerite Wenger be the owner of all the land, which clause was inserted in the said deed.

Sometime after, Sieur Frederic called his minor uterine sister, Marie Anne Marguerite Wenger to

his residence and seized all her clothes and linens and also took possession of the plantation, cattle and everything else belonging to the said succession including the papers among which was the deed of partition.

Sieur Colmart, without authority, sold the plantation and the cattle and squandered the funds.

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1758NOVEMBER 7

4 pages

SUCCESSION OF DANIEL HUBERT KNOWN
AS LACROIX.

Family Meeting.

Dame Catherine Henry, widow of the late Daniel Hubert, known as Lacroix, tutrix of their minor children, being unable to cultivate a plantation situated three miles above the city on the right bank of the river, measuring six arpents front, petitioned the Superior Council to be allowed to convoke a family meeting to be advised on the sale of said plantation.

Pursuant to the decree of the Superior Council, dated September 7th issued on said petition, the following relatives and friends, after being notified, assembled before honorable Hushet de Kernion, assisted by Sieur Raquet, acting Attorney General.

Sieur Dowel, uncle of the minors,
Sieur Hubert Bellair, captain of citizen's militia, curator and under-tutor of the minors.

Sieur Chauvin de Lafreniere, Counselor.

Sieur Joseph Desruisseaux, officer of the citizen's militia.

Sieur Roy Villere, clerk in the government's offices.

Sieur Gilbert Maxent, merchant

Sieur Gauvain, merchant.

Sieur Pierre Delisle Dupart, colonist

After proper deliberation, it was unanimously agreed and decided that it was to the best interest of the minors to sell said plantation

at judiciary sale, the proceeds to be used to pay the debts of the Lacroix succession.

Delisle Dupart	Widow Hubert
Maxent	Bellair
Gauvain	Villere
Deruisseau	Lafreniere

By request of the attorney general, the presiding commissioner orders that the decision of the family meeting be referred to the Superior Council for the proper decree.

Raquet

1758, The attorney general demands that
Nov. 10 the decree of the family meeting
 be homologated, to be executed in
its form and tenor; the plantation to be sold
judicially, with all legal formalities before
a special commissioner appointed by the Council,
in presence of the attorney general; the funds
derived from said sale to be invested for the
best interest of the minors.

Raquet

1758., The Superior Council homologates the
Dec. 2nd decree of the family meeting to be
 executed in its form and tenor, and
orders that the land and plantation be sold at
auction; the funds derived from said sale to
be applied to the payment of debts of the said
succession and the balance, if any, to be in-
vested for the best interest of the minors.

No Signature

YEAR 1758NOVEMBER 9IN RE: EMANCIPATION OF
JACQUES LE DUC.

Petitioner, Jean Baptiste Rivarde, acting in the name of Marie Paul Goureu, his wife, Widow by first marriage of Philippe Le Duc, tutor and administrator of the minor, Jacques Le Duc, issue of her first marriage, reports that said Jacques Le Duc being of an age to enjoy his share in the movables, and usufruct of his share in the immovables of his late father's estate, petitioner wishes to render him a statement of accounts;

Petitioner further reports that pursuant to an order of court annexed to his petition of the 3rd instant, authorizing him to appoint relatives and friends of said Minor to decide upon the advisability of his Emancipation, the minor being eighteen years of age, and declared capable of managing his own affairs, the family meeting unanimously approved his emancipation, under the guidance of his brother-in-law, Dubois, as Curator.

The foregoing instrument is signed by the following relatives and friends:

(Signed)

Rivarde
Marchand
Bauré
Monget
Reguet

Le Duc
Droz
Avignon
Bizou

Order of Court ordaining that the herein de-

(cont'd)

cision of relatives and friends be reported to the Council to be acted upon accordingly, Dubois having accepted the office of Curator.

(Signed)

Lafreniere

Dec. 2, 1758

Consenting in the name of the King, to the homologation of advice of relatives and friends, and ordering Emancipation of Jacques Le Duc, under the guidance of Dubois, as curator.

(Signed)

Raguet

Dec. 2, 1758

Council homologates said advice of relatives and friends, to be executed in its form and tenor, and issues Decree of Emancipation.

(Signed)

Rochemore

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 13

2 pages

Before royal notary and in presence of witnesses Marie Jeanne Henrie, widow of Joseph Girardy, resident of Bayou St. Jean, declares that due to the great distance she is living from the city, her old age and feebleness and her removal from all affairs concerning the succession of her late husband, she therefore grants a procuration to the Sieur Charles Tarascon, her son-in-law, giving him power and authority to represent her in the inventory, sales and all things concerning said succession, to recover all sums due and all papers and titles, give receipt and valid discharge, above procuration to stand until revocation.

WITNESSES:
Thomassin
Songy

Signed by:
Marie Jeanne Henrie
Chantalou,
Notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 14

SUCCESSION OF FRANCOIS SONGY
AND DAME ANNE MARIE PALNEE
HIS WIFE.

Petition for Family Meeting.

François and Joseph Songy, sons of François Songy and Dame Anne Marie Paline, both deceased, having attained their twentieth and twenty-second year of age, and feeling fully capable of directing and governing their parental inheritance, request that an assembly of relatives and friends be convoked for the purpose of deliberating and advising upon their Emancipation and the naming of a Curator.

(Signed)

J. Songy

Order that said Assembly be convoked as requested, and reported to the Council to be acted upon accordingly.

(Signed)

Rochemore

Nov. 20, 1758

Return of Service of notice to relatives and friends, by Sheriff Pierre Bary.

Bary

Not printed in Louisiana Historical Quarterly.

YEAR 1758NOVEMBER 16th

2 pages

PETITION OF HYPOLITE AMELOT
TO MONSIEUR DE ROCHEMORE FOR PER-
MISSION TO SELL HIS PROPERTIES.

Hypolite Amelot, engineer of the King in this colony, had the honor to represent to you that he is about to leave for France, and is planning to sell his land and plantation, situated near this city, vulgarly called "La Braserie", and in order to do so and for the safety of the purchaser, he petitions you to have posters and advertisements placed in the customary places, in order to clear mortgages if any exist, and do justice.

Amelot

Permit to sell granted by complying with the required formalities.

Rochemore

I, the undersigned bailiff, in virute of the above ordinance, certify having posted bills on the door of the Parish Church and Council for three consecutive Sundays, November 19th and 26th, and December 3rd, for the sale of the above named property.

LeNormand

Not printed in Louisiana Historical Quarterly.

YEAR 1758NOVEMBER 16th

7 pages

SUCCESSION OF SR. D'AUBERVILLE

Statement of the effects kept by Madame D'Auberville, for her account, as well as those she has sold at will to the individuals hereinafter named at considerable profit.

1st.	Live stock sold to diverse individuals.	1240
	For the fowls on the plantation consumed by the said lady for which she charges herself at the price estimated.	261
	For the sheep and goats sold to Mr. de Pontalba less death in the herd.	750
	For slaves sold to the following individuals and at will Messrs. Grondel, Descloseaux, De Neyon, Desmaines, Villars, Dautherive, Pontalba	26650
page 2	Four servants that the said lady took to France with her and two Indian girls, and one negro she liberated	6800
	For sundry merchandise consumed by her according to inventory and charged to her.	380
	For salt, cork, tinware, oil, etc., consumed by her, her children and slaves, as per inventory.	233

	For 1600 lbs. of Indigo at 5 livres per lb. bought by her.		8000
	For 30 lbs. waste Indigo.		75
	For sundry merchandise		112
Page 3	For sundry merchandise charged to the said lady.		293
	For empty bottles, and 640 full bottles of Red Wine, charged to the said lady.		1473
	For 60 bottles, 160 bottles of assorted liquors 82 bottles of wine, Muscat and others.		908 - 10
	Glassware, kitchen utensils, corks, etc.		290
	Coffee mill, window panes, Sperm Oil, etc.		284
	Crockery, silver knives, candles, etc.		402 - 1
Page 4	To Mr. Descloseaux	6360	
	Rochemore	9941 - 5	
	Diverse individuals	1092	17393 - 5
	Sundry merchandise to the said lady.		247
	Under clothes and wearing apparels.		893
	Suits Pants, pants, deerskins, etc.		722
Page 5	Paintings, mirror, tapestries, etc.		480
	Sundry merchandise		6759 - 10
Page 6	Merchandise sold consisting mostly of piece goods, and worn or used clothes and linen.		11530 - 10
			<hr/> 86175 -10-

Page 7 From the above amount the said lady withheld 4000 livres for her preciput stipulated in her marriage contract, without prejudice to her dowry or other matrimonial contract, leaving a balance of 82175 livres 10 sols, which she promises to account for to the succession, affirming the present genuine.

(Signed)

Coulange D'Auberville, widow

18A

X 911755
Missions #1
9/30/73 LP

DOCUMENT
St. Maxent vs Puche.

YEAR 1758

NOVEMBER 4

ASSIGNEE OF ST. MAXENT VS PUCHE.
THE PLAINTIFF CLAIMING A PORTION
OF LAND SITUATED BETWEEN THE ORI-
GINAL LIMITS OF THE CITY OF NEW
ORLEANS AND THE LINE LAID BY OR-
DERS OF GOVERNOR GAYOSO.

The document presented by plaintiff in support of their cause is a record of adjudication of plantation situated in limits of the city, and is part of succession of Mr. Dubreuil made by orders of Superior Council of Louisiana, under date of Nov. 4th, 1758. It is attested by this document that on the 17th of same month, the commissaire to the Attorney General issued a proclamation that he would sell at auction to highest bidder, land bordered on one side by the limits of city, and on other by land belonging to Mr. Amelot; land is 7 acres with 108 feet front and depth extending to the Bayou St. John and Gentilly, including the principal house, other buildings, and sugar and rice mills.

Not included in sale is some land belonging to the king in which several buildings are erected.

A Mr. Villars bid highest for property with 50000 livres. On Dec. 1st of same year, property was again put up at auction. Henry Dupaty offered 100000 livres. On Dec. 11th, it was offered for sale for the 3rd time. Mr. J'Ereneville bidding highest with 103000 livres, but as that amount appeared to be less than property was worth, so it was rejected, and on Dec. 18th for the 4th time, was offered for sale.

During auction, Mr. Villars exhibited an order from Mr. Rochemore, Intendent, ordering that last bid on property be accepted.

It was made part of records that:

The purchaser reserve the right to demolish buildings on land belonging to the king.

That owner stay on property 60 days after adjudication becomes final.

Considering it is the plaintiff's duty to take the interest of his minor nephews, to whom he is tutor, the creditors and his own, that purchaser furnish security. That auctioneer announce conditions in a loud and intelligible voice, with 1/2 of amount payable in 6 months, Mr. Delachaise having bid 130000 livres, the property went to him.

During the year 1774, Delachaise died, it was put up for sale once more and was bought by a Mme. Gauvray de Mouléon. On Oct. 4th this lady sold property to Gilbert de St. Maxent.

On Aug. 12th, 1787, St. Maxent sold property to Laurent Sigur.

During year 1792, Baron de Carondelet erected new fortifications around city, taking part of said land for this purpose. So Sigur, in 1795, instituted lawsuit for either, cancellation of sale, or damages for land taken for fortifications.

In 1797, Sigur instituted another suit seeking indemnity from Spanish government, but demands were refused.

In 1798, Sigur sold property to Marigny, with the exception of land taken away, for which he instituted another suit, this time against succession of St. Maxent, and was adjudged the sum of 25557 livres, under the price he paid to Mme. de Mouléon.

3rd

In 1811, Sigur instituted another suit against Spanish government, this time obtaining judgment for \$3194.

In consequence of the two judgments, he pretended having acquired a just title. The plaintiff claims that title was given to him by the corporation of New Orleans.

In 1780, the french fortification were demolished and the late St. Maxent took possession of land with consent of Spanish Government.

In 1797, a legal inquest was made and Governor Gayoso ordered a line be drawn.

The records of adjudication of plantation of Dubreuil and Delachaise, is the authentic document on which plaintiff is claiming his title to land.

Analyse this document and see what it contains. The parties wanting the sale, their object is to declare ostensibly that a sale had been held and declare the land sold.

(Document appears to be incomplete.)

No Signatures.

YEAR 1758NOVEMBER 20

SHERIFF'S RETURN

Pursuant to decree to the Superior Council issued on petition of Sieur Charles Leger, Sheriff Pierre Bary, issues and delivers to Sieur Colmart, a copy of the said decree and notifies him to give within fifteen days (under penalty of arrest and imprisonment) the account demanded by petitioner.

Bary.

*Mr. Slings at
Mintony
9/20/93
KP*

Not printed in Louisiana Historical Quarterly.

YEAR 1758NOVEMBER 20

SUCCESSION OF FRANÇOIS SONGY
AND ANNE MARIE PALINE, HIS
WIFE.

Family meeting and emancipation.

Sieurs François^{and} Joseph Songy, twenty and twenty-two years of age, minor sons of deceased Sieur François Songy and dame Anne Marie Paline, considering themselves capable to manage the properties befallen to them from their parents' succession, petitioned the honorable Judge de Rochemore, to convocate a family meeting to discuss and approve their emancipation and to nominate a curator, under whose supervision they can enjoy the revenues of their estates.

Pursuant to an order issued on the above petition by honorable de Rochemore, the following friends and relatives were summoned by sherif Bary to be present at a family meeting to be held before honorable Charles Marie De la Lande Dapremont assisted by Sieur Raquet, councillor, acting attorney general: Sieur Pierre Songy, officer of the Citizens Militia, brother of
said minors,

Sieur Chantalou, clerk of the Superior Council,
brother-in-law of said minors.

Sieur Cantrelle, a friend of said minors

Sieur Guinault, master goldsmith, officer of the
Citizen's Militia

Sieur Durel, upholsterer seller, a friend of
the said minors.

Sieur Reynard, merchant, a friend of the said
minors.

Sieur Ducrois, merchant, officer of the Citizen's
militia.

Sieur Bijou, known as La Violette, master joiner.

The said members of the family meeting, after taking oath, by a unanimous voice, decreed that the minors Francois and Joseph Songy, being fully capable of managing their estate, should be emancipated under the curatorship of their brother, Pierre Songy.

Durel	Cantrelle	Fr. Songy
Reynard	Ducroi	J ^h Songy
Bijou	Guinault	Songy
	Chantalou	

COMMISSIONER'S DECREE

The Sieur Pierre Songy, having willingly accepted the curatorship of François and Joseph Songy, his minor brothers, and having taken the oath to that effect, honorable de La Lande, presiding councillor, orders that on demand of the attorney general, the decree of the members of the family meeting be referred to the Superior Council for homologation and for a final decree.

Songy
Delalande

Not printed in Louisiana Historical Quarterly.

YEAR 1758NOV. 22nd.

1 p

In presence of Royal Notary of Province and undersigned witnesses, Monsieur De la Houssaye, Captain of troops, authorizes his spouse, Pelagie Petit Livilliers, and Sieur de Vaugine in first part, and Sieur Delfour de Pontalba, Esquire, as heretofore being in charge of minor children of Sieur Petit de Livilliers, as having married Dame Desire Petit Livilliers in second part, agree in approving the administration of Sieur de Pontalba fully, feeling the interests of minors have been well served and now accepting his accounts and giving him a full discharge of same.

(Signed) De la Houssaye, De Vaugine,
Caprisse, De Pontalba, De
Livillier de Vaugine.

Not printed in Louisiana Historical Quarterly.

YEAR 1758
4 pages

NOVEMBER 23

Before royal notary, and in presence of witnesses, appeared the Sieurs Nicolas Le Duff and Denis Braud, who said and declared that they sold and guarantee to be free of all debts, mortgages, etc., to the Sieur Jean Arnoult, merchant of this city, a plantation, situated about four leagues above the city at the Choupi-toulas on the right bank of the river.

Plantation measures about 12 arpents front, by about 40 arpents in depth, and adjoins the property of Sieur de Saintelette and the one of Sieur Terrebonne.

Above sold for the sum of 60000 livres and is complete with all buildings, farm imple-ments, 17 horned cattle, 22 slaves and 48 sheep.

Purchase price paid as follows; part cash, and a lot and house located on Royal Street valued at 16250 livres, which Sieur Jean Arnoult also guarantees to be free of all debts, mortgages, etc.

It is agreed that, the Sieur Le Duff's in-terest in said house would be 11249 livres, and Sieur Braud's interest would be 5000 livres.

Signed by: Le Duff
D. Braud
J. Arnoult

WITNESSES:

Thomassin
Songy
Chantalou,

Notary

YEAR 1758
2 pages

NOVEMBER 23

LAST WILL AND TESTAMENT.

Before royal notary and in presence of witnesses Dame Margueritte Pierremont, widow Canette, who is dying in her house on Conti Street, makes this her last will and testament.

After commending her soul to God and praying the Blessed Virgin Mary to intercede for her, she declares that she wishes to be buried in the Parish cemetery as modestly as possible.

She desires that all of her property, including real estate and slaves, be delivered to her good friend Dame Francois Jallot, widow Carriere, who will dispose of it according to intentions of testator with full seizin and without bond.

Not being able to write, widow Canette does not sign.

Signed by:

Fr. Eustace
Macarty

Antonin Jung
Thomassin

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 25

2 pages
In French'

HOUSE SALE

Jean Baptiste Garic, attorney for vacant estates, seeks authority from Superior Council to sell house on Bourbon Street before he leaves for France.

SUBJECT: House sale, Royal Notary,
Vacant Estates, Bourbon St.,
France

PERSONS: Garic

#1758112502

Not in Louisiana Historical Quarterly

YEAR 1758NOVEMBER 25SUCCESSION OF SIEUR AND DAME
FAZENDE.

COPY OF DOCKET

Petition

At the death of Sieur and Dame Fazende, leaving six children, including a minor, their estate was leased to Sieur Layssard, husband of Helene Fazende and to Sieur Ledoux, Lieutenant, husband of Françoise Fazende, both daughters and heirs of the late Sieur and Dame Fazende.

As both are in arrears in the payment of their rent, Sieur Jean Gabriel Fazende, clerk in the government office, in his name and as proxy for Antoine Fazende, officer actually in Natchitoches; and Sieur Jean Baptiste Garic, proxy for Monsieur de Mezieres, retired captain, husband of Pelagie Fazende, petition honorable Rochemore, Intendant Commissary of the province of Louisiana, to have the Sieurs Layssard and Ledoux summoned before the Superior Council to be told and ordered that there shall be a partition of the estates of the Fazende succession and to proceed more easily with that partition, that all properties be sold at public auction and the proceeds divided among the heirs.

Sieur Jacques Fazende, one of the heirs, being a minor, his share to be invested until his majority, to the best of his interest.

(Signed)

Fazende
and
Garic

Before granting the above petition, honorable

(cont'd)

Rochemore orders that a family meeting be called before honorable Descloseaux, special commissioner appointed, and their advice and decision reported to the Council to be acted upon for a decree.

(Signed)

Rochemore

Copy signed Chantalou.

SUMMONS

YEAR 1758, In virtue and pursuant to honorable
Nov. 29. de Rochemore's decree and by request
of Sieur Jean Gabriel Fazende, clerk
in the government offices, in his
name and as proxy for Antoine Fazende, sheriff
Marin Pierre Bary, issues and delivers summons
to the following relatives and friends of the
Fazende minor: Monsieur Darneville, captain of
infantry, cousin of said Monsieur de Pontalba,
captain of infantry, a friend Monsieur de
Fontenette, Councillor of the Superior Council,
a friend Monsieur le Chevalier de Macarty,
Captain of infantry, a friend Monsieur Cartier,
comptroller of the navy, a friend Monsieur
Normand, clerk in the government office, a friend
Monsieur Garic, notary and Mr. Chantalou, clerk
of the Superior Council and notary, to be present
at the family meeting held before honorable
Descloseaux, special commissary to take in con-
sideration, debate and decide, for the benefit
of the Fazende minor on the sale of the estate
of his fathers and mothers succession.

(Signed) Bary

Copy issued by Chantalou, clerk.

55364

1738, A family meeting composed of relatives
Nov. 30 and friends summoned, was held before
honorable Jean Baptiste Claude Descloseaux,
approving unanimously, in the interest of
the minor Jacques Fazende, the auction sale of all
movables and immovables of the succession of the
late Sieur and Dame Fazende, the funds to be de-
rived from said sale to be divided among the heirs
and Jacques Fazende, the minor's share to be in-
vested for his best advantage.

(Signed)

Fazende
Ledoux
Dorneville

Cartier
Pontalba
le Ch^{er} de Macarty
Normand

Fontenette
Garic
Chantalou
Raquet

Ordered that the said decree of the family meet-
ing be referred to the Superior Council, who on
the opinion of the attorney general will issue
the proper and final decree signed Bobe
Descloseaux.

Copy by Chantalou, clerk.

55372

1758,
Dec. 2

DECREE OF THE SUPERIOR
COUNCIL.

The Superior Council considering the petition
of Jean Gabriel Fazende approves and homologates
the decree of the Family Meeting and consequently
orders the auction sale before honorable

55364

Descloseaux of all movables and immovables, plantation, negroes cattle and all effects belonging to the succession of the late Sieur and Dame Fazende; the funds derived from said sale to be divided among the heirs; and the minor's share to be invested for his best advantage.

By the Council,

Chantalou,
clerk

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 29

ENDORSEMENT

Letters of exchange drawn by the Treasurer of the Colony to the order of Sieur Planeau endorsed to the order of Sieur Dusigne.

No. 252	7832 livres
260	2322
262	2000
263	2000
264	663
Five letters	<hr/> 14828

Sieurs Laforcade and Dargenton, merchant, agents and attorneys in fact of Mr. Planeau, certify having endorsed the five letters of exchange mentioned above, amounting to 14828 livres to the order of Sieur Dusigne, said drafts not being delivered by the Treasurer until after Mr. Planeau's hurried departure, Sieur Dusigne having advanced said amount to Mr. Planeau.

Laforcade and Dargenton, Jr.

1758, Above certificate deposited in
Dec. 5 the Registry Court by Sieur Dusigné.

Dusigné.
Chantalou,
Clerk.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

30 NOVEMBER

1 page
In French

ARBITER'S DECISION

Councillors of Superior Council named to act as arbiters in succession of Sieur de Bauchamps rule Sieur Robin who handled accounts of the estate must pay 4,750 livres to the heirs in addition to value of estate which was set at 56,212 livres 5 sols less debts.

SUBJECTS: Succession, arbitration, heirs
PERSONS: Bellot, Jadart, de Bauchamps, Robin, Jardart, P, and Jardart, J.

#1758113001

Not Found in Louisiana Historical Quarterly

YEAR 1758

1 page

NOVEMBER 30

ORDER

Sieur Artaud, holding three promissory notes from Mr. de Murat, amounting to 5733 livres and having received the said amount from Madame de Gauvrit, issues an order to Mr. Chantalou to reimburse Mrs. de Gauvrit the said amount 5733 livres.

Artaud

IN VERSO

1759, Received the sum of 5733
May 1st. livres mentioned in recto.

De Gauvrit

Not printed in Louisiana Historical Quarterly.

YEAR 1758

NOVEMBER 30

4 pages

RECEIPT

Before royal notary and in presence of witnesses appeared the Sieur Pierre Bellot, secretary to Hon. de Rochemore, in the name of and with power of attorney for the Sieur Testas, merchant of La Rochelle, who by virtue of decree of council dated Oct. 14th last, rendered in the case of Sieur Bellot versus Grevenbert known as Flamant, recognize and confesses having received from Sieur Grevenbert the sum of 71143 livres as follows: 61453 livres 17 sols due Sr. Testas 1665 livres 15 sols, Sieur Flamant owed to the daughters of Sieurs Testas, the sum of 3333 livres 6 sols 9 deniers interest on sum of 24000 livres, which the Council at La Rochelle on March 20th, 1756 condemned Grevenbert to pay by Jan. 1st, 1759 at the rate of five percent per year. Sum of 4667 livres 19 sols 3 deniers represents interest on sum of 37343 livres 5 sols 6 deniers which Grevenbert was condemned on July 2nd, 1756, to pay by Jan. 1st, 1759, also at the rate of five percent per year, the sum of 22 livres 2 sols is interest on 1665 livres, due to the Delle Testas, remaining 43 livres interest still due will be paid on Jan. 1st, 1759; Sieur Bellot further acknowledges receiving 21 livres as balance due, making a total of 71143 livres, for which he gives a full receipt and discharge to Sieur Grevenbert, and also promises that Sr. Testas will give a receipt for above sum, Sieur Grevenberg obligates himself to pay all costs relative to above transaction.

(Signed by)

WITNESSES:
Thomassin
Songy

Bellot
Grevenbert

Chantalou, Notary

YEAR 1758

30 NOVEMBER

1 page
In French

PAYMENT SCHEDULE

Incomplete document showing sums that
were disbursed by Mr. Flamant on orders
of Mr. Olivier.

SUBJECTS: Finance
PERSONS: Olivier, Flamant, Belot

#1758113004

Not found in Louisiana Historical Quarterly

YEAR 1758
2 pages

NOVEMBER (date torn)

SUCCESSION OF SIEUR ANCELAIN.

Promissory Note

Sieur Ancelain promises to pay Monsieur Laplace or order, the sum of 610 piastres for value received in merchandise.

At New Orleans, April 3rd, 1746.

(Signed) Ancelain

SEIZURE AND ATTACHMENT OF FUNDS.

Sieur Ancelain being deceased without paying the above note, Sheriff Lenormand notifies Mr. Chantalou, trustee, not to dispossess himself of the funds of the succession of Sieur Ancelain until the claim of Monsieur Laplace, amounting to 610 livres, be paid; said claim acknowledged by a note, copy of which is delivered to Mr. Chantalou.

Mr. Chantalou to be held personally responsible for said amount.

Lenormand

Not printed in Louisiana Historical Quarterly.

No. document number.

No. date.

Account of Partnership between Sr. de Launay and Sr. Ancelin, rendered apparently after the death of Sr. Ancelin by Sr. Augustin Chantelou, Administrator of Vacant Successions, on the petition of Sr. de Launay.

(Document badly torn)

(Incomplete and Unsigned)

Not found in Louisiana Historical Quarterly.

December 2

NO DATE 1758
1 page

First part of document missing, translation below is a notice of service issued by sheriff to the following persons.

Sieur Durel, merchant; Sieur Andre Renard; Sieur Ducros; Sieur Bigeoy dit La Violette; to appear today at four o'clock in the afternoon in the chamber of the clerk of council, before Sieur Lalande, Counsellor, and in presence of the Attorney General, to deliberate and give their advice, on the emancipation, and appointment of a curator for François and Joseph Songy.

Copy of above notice given to each one.

Bary.

Dec. 2nd, 1758

Attorney general demands that advice of parents and friends be complied with and Pierre Songy, brother of minors François and Joseph Songy be appointed curator.

Raquet.

Dec. 7th, 1758

Superior Council orders petition granted and executed in its form and tenor.

Rochemore

Not printed in Louisiana Historical Quarterly.

RE: SUCCESSION OF JEAN JADART DE BEAUCHAMP
KNIGHT OF ST. LOUIS, LIEUTENANT OF THE
KING AT MOBILE.

YEAR 1758

10

(55201-04)

DECEMBER 3

CERTIFIED COPY OF POWER OF AT-
TORNEY.

By act passed before undersigned Royal Notaries of the Bailiwich of the Royal Seat of Longny, Pierre Jadart du Merbion, Knight of the Royal and Military Order of St. Louis, Captain of the Battalion of Mazarin, at present garrisoned at Logny, constitutes Pierre Belot his Attorney in Fact, granting him all general and special powers and specifically authorizes him to revoke that power of Attorney which he had granted Antoine Robin, residing in Louisiana, for the purpose of representing his interest as co-heir in the Succession of constituent's brother, Jean Jadart de Beauchamp, Knight of the Royal and Military Order of St. Louis, and Lieutenant at Mobile. Constituent expressly stipulates that said Belot is to now represent his interest in the management and settlement of his brother's succession; that inventory is to be taken of all property belonging to his brother's estate and that of his late wife; that an accounting must be obtained from Robin showing what he has done in this matter and that Belot is to do all the legal and necessary things required in the settlement of said Succession to the best interest of said constituent who hereby obligates himself to ratify all acts performed under this Power of Attorney until same is specifically worked.

Done at Logny.

(Signed)

Chary

Dumerbion

Geoffroy,

co-Notaries

(cont'd)

ATTESTATION.

Dec. 3, 1757

Authenticity of the signatures of the foregoing Notaries is attested to by the undersigned, Lieutenant General of Civil and Criminal authority at the seat of Logny.

(Signed)

Maillard de Lamatiere

(SEAL)

(Signed)

Chary.

Certified at New Orleans, February 1st, 1758.

(Signed)

Belot

(55205-06)

November 26, 1757

CERTIFIED COPY OF POWER OF
ATTORNEY

By act passed before undersigned Royal Notary established at the City of Huningue in the Province of Alsace, and witnesses, Pierre Jadart, Counsellor to the King, Secretary Interpreter in the affairs of War and of Treasurer of the Troops of said city and herein residing, constitutes Pierre Belot his Attorney in Fact, with all general and special powers. (The aims and purposes of this instrument are identical with those of the foregoing: the stipulations being but a repetition of those made by Pierre Jadart du Merbion in his here-

(cont'd)

No. 3

inabove Power of Attorney.)

Done at Huningue. The original is signed:
Jadart, delar aux, Weis and Blanchard, Royal
Notary, by whom it is paraphed.

Collated.

(Signed)

Blanchard,
Royal Notary

ATTESTATION

November 26, 1757

Authenticity of the signature of the foregoing
Royal Notary is attested to by François
Puthaux Burgomaster of the City of Huningue
in the Province of Alsace.

(Signed)

Puthaux

(SEAL)

Certified at New Orleans, November 1st,
1758.

(Signed)

Belot

(55207-08)

Nov. 30, 1758

Mr. Belot, holding power of Attorney of Messrs.
Jadart, who are heirs for 1/3 interest each
in the Succession of Mr. De Beauchamp, and Mr.
Robin, holding Power of Attorney of Mr. Philippe
Jadart and of Jeanne Jadart, and who also files
his account in this succession, have appointed

(cont'd)

YEAR 1758

4 pages

DECEMBER 4th

CONTRACT OF MARRIAGE

Pre-nuptial agreement by notarial act, between Sieur Louis Collet, son of Sieur Louis Collet and deceased Suzanne Serolette, native of this city, on the one part, and Marie Rose Frederic, minor daughter of Bastien Frederic and Regina Renner, native of Des Allemands on the other part.

Ceremony according to rites of the Roman Catholic Church.

All debts contracted before marriage to be paid by party contracting them.

Community of property movable and immovable and acquests according to the custom of Paris. Future wife brings to marriage 300 livres and her prospective inheritance from the succession of her father and mother, 1/3 of which is to go to the community and the remaining 2/3 to herself and children.

Future husband settles on the future wife a jointure of 1000 livres, secured by mortgage on his property for her to enjoy during her life time at her juratory caution, the capital to befall to their children or to his heirs.

The preciput will be in the sum of 500 livres, to be taken by the survivor in movables at the appraisal of the inventory, or in ready money. It will be optional or renounce the community and in the latter case she be entitled to reposses all she brought to the community, all inheritances, legacies or donations and also her dowry and preciput.

(cont'd)

The prospective husband and wife make a mutual deed of gift to the survivor of all their acquisitions during their community, said gift to be null and void if there are any children living or to be born, said deed of gift to be registered by the notary.

Being unable to write, the future husband and wife, Louis Collet, father, Nicolas, and Martin do not sign.

Songy - Thomassin - Philippe Perriche, Etienne Broiart, Simon, Chantalou, Notary.

Not printed in Louisiana Historical Quarterly.

64/19

the undersigned Councillors at the Superior Council, arbitrators, who after carefully examining all papers exhibited herein, and after hearing the arguments in support thereof, have made the following recommendations for settlement of the said succession:

The heirs of Mrs. De Beauchamp are to reimburse the heirs of Mr. De Beauchamp in the amount of Four Thousand Seven Hundred and Fifty, French pounds to cover erroneous claims made in the matter of the rights of said heirs, of which amount, two-thirds are to be turned over to Mr. Belot, acting for Messrs. Jadart, and the remaining one-third, to Mr. Robin, acting for Mr. Philippe Jadart and Miss Jeanne Jadart.

Concerning claim for fees and personal expenses, made by Mr. Robin, amounting to Ten Thousand French Pounds, allowed him by Definitive Judgment, Arbitrators recommend that he be allowed ten per cent on the net of the estate which totals Fifty-six Thousand Five hundred Twelve French Pounds, Five "Sols", one "Denier", of which the Ten Thousand French Pounds of stock shall form part, and it is left to the heirs of Mr. De Beauchamp the decision as to what amount they will pay Mr. Robin for his services.

The parties are to make up their accounts in accordance, with the foregoing recommendations, and two-thirds of the Balance of the Estate shall be turned over to Mr. Belot by Mr. Robin, whereupon there will be no further point to contest.

Done at New Orleans.

(Signed) Raguet
Lafrenière

(cont'd)

December 4, 1758

SETTLEMENT

Appearing before undersigned Royal Notary of the Province of Louisiana, Mr. Pierre Belot, Secretary of Mr. De Rochemore, Councillor of the King, Commissioner General, Ordonator and Superior Judge in this Province, holding Power of Attorney of Pierre Jadart du Merbion and of Pierre Jadart, each heir for a one-third interest in the Succession of the late Jean Jadart de Beauchamps who died in this colony, and accepts from Mr. Robin de Logny, Testamentary Executor of said deceased Beauchamps, (who heretofore held power of attorney of aforesaid heirs) the sum of Thirty-one Thousand, Sixty French Pounds, Fifteen "sols", paid him in Twenty-three Thousand French Pounds in Letters of Exchange of the Treasury, and in Six Hundred Forty-three French pounds in Notes of the Colony and the balance in notes on Messrs. de la Freniere, Le Bretton and Duhommel, which Mr. Belot accepts in his aforesaid capacity, without recourse against Mr. Robin, which amount is two-thirds net of the total net of the Succession in question, and for which two-thirds amount Mr. de Belot discharges Mr. Robin in his aforesaid capacity; all of which is done in accordance with the Recommendations of the Arbitrators heretofore appointed in this matter and in compliance with the stipulations contained in the Will of said Beauchamps, deceased. He herein stipulated that the heirs of said Mr. de Beauchamp are free to remunerate Mr. Robin according to their judgment.

Done at New Orleans.

(Signed)

Belot

Robin De Logny

WITNESSES:

Chentalou,

Songy

Notary

61/19

A. Thomassin

YEAR 1758DECEMBER 8th

Fo. 20

7 pages

DECLARATION OF JACQUE BOUDET
CAPTAIN OF THE PRIVATEER "LA
TEMPESTE"

Personally appeared at the record office of the Superior Council Sieur Jacque Boudet, captain of the privateer schooner "La Tempeste", outfitted by Sieur Caresse at New Orleans. Sieur Boudet declared that he left "la Balise", with the said schooner, April 16th, last. On May 7th, following, being on the coast of New England, about 20 leagues of Charleston, together with Sieur Hinard, captain of a privateer Brigantine named "Le Fier". Being in partnership together, they made themselves masters of the brig named "La Nausir", captain Jean Michel (Englishman) master, stated that he was coming from Liverpool on his way to Charleston, loaded with dry merchandise, that Sieur Hinard placed a prize captain named Duvalon aboard to pilot her to New Orleans, but that during the night a storm arose which separated them, and that he became master of an English ship on

May 23rd - called l'Industry (whaler) Capt. Jean Eldrige stating he had come from Boston. Declarer placed Sieur Gouteaux, his assistant aboard as captain. On May 25th, about 50 leagues from Cape Hatteras made himself master of an English ship coming from Virginia, on its way to St. Croix, commanded by Capt. Venal (English National) with a mix cargo, placing his pilot Sieur Chateau as Captain. On June 16th, about one league from Charleston became master of an English schooner named "Le Bloux, Captain Charles Rique, master, coming from

Maderre with a cargo of wine, Declarer placed his lieutenant Sieur Marmajoux, Captain. On June 18th, he entered the Port of St. Augustine Florida with his three prizes, which he placed at the disposition of Sieur Carresse his captain on July 23rd, just outside of Charleston he met an English ship which identified itself by hoisting the flag of St. George, gave him battle and illuded him. He lost two men, one mortally wounded, 50 wounded, he, having received a gun shot in the knee, and that his fore-mast, was nearly cut down by three cannon shots, hardly holding together, his sails riddled with holes, and that on the 25th of the said month, put into the Port of St. Augustine where he remained 16 days to recuperate, and that on August 12th, left the said port with the Brig. La Nausis one of his prizes, commanded by Sieur Duvalon, but meeting with adverse winds, had to coast along the shores of Florida, about 3 leagues from land, and on the 27th of the said month was caught in a violent storm and was compelled to anchor across the reefs of St. Alousse. On the 28th, the wind shifted with great violence, we tried to run at sea under full sail, but could not lift the anchor, we had to cut loose. On the 29th, after taking altitude, it was found that the current had drifted the prize 15 leagues to the North, and backwards and forwards until September 3rd. At 9 A. M. the Brig La Nausis founded on the coast due to the negligence of the captain who waited too long to change his course. On the 4th we examined the Brig and decided to leave 24 men fully armed, to watch and save as much of her cargo as possible. This declaration was made in the presence of witnesses at New Orleans on the above date.

(Signed) Antoine Marmogou, J. Boudet
Chateau, Pradies, Poitevin
Chantalou, clerk.

YEAR 1758

DECEMBER 11th

2 pages

POWER OF ATTORNEY GIVEN BY THE
UNDERSIGNED TO QUARTER-MASTER
TOUTAN BEAUREGARD

Personally appeared before the clerk of the Superior Council the undersigned:

Jacques Boudet, captain of the Privateer Schooner "La Tempeste" outfitted in this port.

Charles Dejarden	Ships Gunner
Thomacero	Carpenter
Andre Girardeau	Hold Master
Robert Mole	Master Baker
Jean Baptiste Brobe	Cook

Joannis Cazard, Jean Faure, Guillaume Bouchit, François Moine, Joseph Mouty, François Tonnellier, Jean Ardoin, Pierre Jobert, Louis Duchal, Jean Baptiste Robigue, all forming part of the crew of the said schooner, who declared to us that they appoint for their Quarter-master, and Syndic, Sieur Toutant Beauregard, a merchant of this city, to receive their share of the prizes they have taken, in partnership with the Brigantine "Le Fier", as well as the ransoms that they may receive generally, to represent them, and take their interest for the campaign or cruise they have just made, giving him to that effect their power of attorney for which they requested act, which was granted. Montagne also appeared.

The following claimed they could neither sign nor write.

Thomacero, Robert Mole, Cazard, Bouchel
Girardeau, Moine, Mouty, Jobert.

The others signed after reading of the above.

Charles Dejardin, J. Boudet, Brobe
Jean Baptiste Robrique, Jean Faure,
Louis Ducham, Jean Ardoum, François
Tounellier.

Also appeared Jean Brun Tounellier, and
Antoine Michel, sailors on the said schooner
who concurred in the above. Both declared
they could neither sign nor write.

Chantalou,
Clerk.

Not printed in Louisiana Historical Quarterly.

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YEAR 1758

12 pages

DECEMBER 12

Personally appeared Dame Marie Anne Barret, spouse of Sieur Cazelac, who declares he left the colony six years ago, and has not been heard from since. Said Dame prays in her name and as universal legatee of deceased Dame Therese Alberonny, as well as legatee of deceased Sieur Jean Baptiste Provenche, jointly with Dame Marie Joseph Barret, spouse of Sieur Alexis Dorval, resident of Canada, holding procuration from Sieur Alexis Dorval, and as tutrix of Michel, Joseph, and Jean Baptiste Dorval. Said procuration dated Jan. 20, 1757 and duly legalized by Monsieur Bigot, administrator, on one part, and with Sieur Thiton de Silegne, Secretary to Gov. Kerlerec, claiming cause of right in action for said deceased Dame Therese Alberonny, according to contract of Aug. 13, 1755.

(Signed) Dutillet, Thiton de
Silegne Laveaux,
Chantalou,
Notary.

Not printed in Louisiana Historical Quarterly.

(19)

missing at inventory
9/20/93

#7322
(55234-55245)

*See document
128121201
K.P.
10/1/75*

YEAR 1758

JANUARY 20

SUCCESSION OF BAPTISTE PROVENCHER
AND HIS WIFE, MARIE THERESE ALBERONNY.
GIFT MADE TO EACH OTHER FEB. 10, 1725
AND CHANGED BY A TESTAMENT MAY 6, 1754.

Personally appeared Dame Marie Anne Barret, wife of Sieur Cazalac, absent from this Colony for more than six years, without giving sign of life, neither was there any certain or positive news received since his departure.

Dame Barret as universal legatee of the late Dame Therese Alberonny and likewise of the late Jean Baptiste Provencher jointly with the late Dame Marie Joseph Barret, wife of Sieur Alexis Dorval, a resident of Canada, and again as charged with the proxy of the said Alexis Dorval, in the name and as natural tutor of Michel Joseph and Jean Baptiste Dorval, children of the late Marie Joseph Barret and Alexis Dorval, said proxy dated January 20, 1757, was duly legalized by Mr. Bigot of the first part and Sieur Titon de Silegne, first secretary of Monsieur de Kerlerec, Governor of this Province, in the name and as purchaser for him, his heirs and having cause of the property rights name and action of the said late Dame Therese Alberonny according to contract of August 16, 1757, of the second part.

The above parties stated that the late Jean Baptiste Provencher and Dame Marie Therese Alberonny, his wife, had made a mutual gift between them of all their property to the survivor, by usufruct only. The said mutual

(cont'd)

YEAR 1758JANUARY 20

gift act passed before Henry, Notary, under date of February 10, 1725. The following year they changed it by a separate testament passed by Mr. Chantalou, Notary, May 6, 1754, by which they will conserve for the survivor, the usufruct of their property, which they decree after their death to Dame Joseph Barret, wife of Alexis Dorval and Dame Marie Anne Barret, wife of Sieur Cazelar, absent from this Colony for more than six years. The said ladies, gentlemen and nieces of Sieur Provenche and the said property was granted on condition that all of the property would be divided in equal portions among them and remitted to each without lawsuit or dissension and in case that one of the nieces should die without children, that her share will be given to the survivor and her children, not to others, without any one being able to take anything, not even their husbands, who can only enjoy the usufruct during their lives.

After the death of her husband, Sieur Provenche, Dame Alberonny revoked and annuled the said testament and of her own free will transferred all of her rights, movable and immovable, and properties to Sieur Thiton de Silegne belonging to her, as her share of the community with Sieur Jean Baptiste Provenche, according to inventory made by the survivor after the death of her husband, without exception or reserve, also ceded enjoyment of her usufruct in the community coming to the heirs established by her late husband, so that Sieur Thiton will only enjoy it during the life of the granter, unless he enters an agreement with the heirs

YEAR 1758JANUARY 20

after her death, to acquire the share coming to them from Sieur Provenche, their uncle.

The sale and transfer by Sieur Thiton makes and assigns to the grantor, an annual pension for life of 3500 livres, payable on the first day of every January commencing in 1757 and besides 40000 livres, of which the grantor acknowledges having received 10000 livres cash and the grantee obligates himself to pay the balance of 30000 livres in ten years, beginning from the date of the act passed by Chantalou, August 13, 1755.

After the sale, transfer of all rights and actions by Dame Alberonny in favor of Sieur Thiton, the said purchaser and grantee, renounced in favor of Dame Alberonny the special rights that the said lady had given him for the lots and house in the city and other properties belonging to her as well as of the late Provenche, so that she can dispose of the said property by decree, or last will as she will judge proper, in recognition for what she has done to procure for him the preference of the other half of the rights belonging to the heirs of the late Sieur Provenche.

After taking the advice of the Rev. P. George, Superior of the Capuchin Friars, and Mr. de St. Martin, Captain of Militia, and friends concerning the said renunciation, accepted it, promising to do all in her power to secure preference on the other property of the heirs of Sr. Provenche for him, on which promise he had established himself and without which he would never have acquired the rights and pretensions, and that in case the heirs refuse to accord her the preference, price for price, or

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to sell to her, it be deducted from the 30000 livres that Sieur Thiton must pay in 10 years that of 10000 livres to compensate him. Besides she wants Sieur Thiton to come into the rights presently renounced and to divide equally among the heirs all properties mentioned in the act passed by Chantalou October 24, 1755.

That Dams Alberonny, widow of Sr. Provenche, made her testament to the said notary and appointed as her universal legatee Dame Marie Anne Barret, wife of Sieur Cazelar, to whom she gives all of her property, rights and actions, and by codicil under date of February 15th of the present year confirming the said testament and gives liberty to a negresse named Marie Louise included in the inventory and consequently in the sale and transfer to Sieur Thiton.

In virtue of the said acts, Sieur Thiton de Sillegne had brought suit against Dame Cazelar as having been authorized by decree of the Council, March 4th last, in consequence had presented petition to the Council concluding that he be permitted to subpoena Dame Marie Anne Provenche to appear on the first day of hearing of the Council in order to consent in favor of the plaintiff to the sale of the share coming to him in the succession of the late Provenche and also to the share coming to Dame Dorval, as being authorized by proxy of which she is vested, to the clauses and price for price of that which he acquired from the said Dame Provenche, or on refusal to have the said proxy validated, that it please the Council to name a curator for the said succession for the interest of absent heirs, and upon refusal by the respondent to sell to the plaintiff according

YEAR 1758JANUARY 20

to the clauses and conditions mentioned in the said act, it be ordered that Sieur Thiton re-enter in all the rights he had previous to the renunciation accepted under the condition of sale. The rights consist of the reduction of the price, principle of the sum of 10000 livres and in his one-half of the houses and lots in this city and other properties according to the inventory made after the death of Sr. Provenche and other rights and actions,

To which the said lady answered without wanting to appear respondent, that she was without her husband's proxy, actually absent, and that she was waiting day after day, for which she was renouncing to all authorization whatsoever, coming or to come, concerning the transfer of her rights, actions and pretensions, protesting all disposition to the contrary, reserving for herself only, to look after and dispose of her revenues, rents and usufruct, and concluded, that it please the Consul to order the plaintiff to pay arrears expired life pensions, and that all other properties, funds of the succession of her uncle, was judicially affirmed for the benefit of whom it may concern. On August 8th an order of intervention ordered that in default of consent to sell by defendant, the plaintiff would re-enter into all his rights, and that a definite judicial division of all the movables and immovables contained in the inventory of the deceased for which she will remain charged with the share coming to her as well as those of the heirs, and that the parties will name umpires, within 15 days, before the attorney general, this writ had been served by Barry, office clerk with mandate and repeated mandate on the said lady to satisfy as shown by the

YEAR 1758JANUARY 20

writs of May 1st and 15th last, had by no means wanted to satisfy for which Sieur Thiton had again presented other requests to the Council concluding that he may be permitted to subpoena the said lady to appear before such members of the Council named for this purpose to hear the order to proceed with a definite partition as much in her presence as in her absence in the presence of the Attorney General of the King and other necessary appointments, besides in virtue of the refusal of the lady to sell to the plaintiff, that it has pleased the Council to order definitely that he re-enter into all of his rights consisting in the said reduction of the principal in the sum of 10000 livres, in his one-half of the house and lots in the city, clothes, linen, etc., and as regard rest of the property which cannot be divided, that it be sold at public auction to the last and highest bidder in order to arrive at a definite settlement.

In view of the defense in the petition of the said lady persisting and protesting against all authorization, refusing all means of arrangements, concluding that the said properties be leased out, but other writs of the Council intervened, under date of May 6th last, which ordered that the writ of April 8th be executed according to its form and tenor, and in default of the said lady to take title in the said succession within three days, a curator will be named in the said succession to defend and argue the interests partition ordered, etc. The said decree was served on May 10th on the said lady by summons of Sieur Barry, clerk.

Such was the state of affairs and the above

YEAR 1758JANUARY 20

named parties desirous to terminate between them all controversy, willing to follow the advice of their friends and undersigned councillors, which requires them to be amicable in all differences existing one against the other pending in the Council upon their respective demands and on which the said decrees intervened, and desirous to retain the respect of their friends and advisors, and the friendship among themselves, Mr. Thiton de Siligne, besides these presence acknowledges and confesses having sold and transferred and promised guarantee of these acts and promises to Dame de Cazelar authorized to this effect by decree of the Council of the 2nd of the present month, here present, and accepting for her, her heirs and having cause to half of the plantation coming to the said widow Provenche for her half in the community between her and the said Provenche, her husband, the said possession to start January 1, 1760, thus it shall be afterwards more fully stated in the sale and transfer thus made, less 55000 livres, on which sum the said Thiton will owe still by the terms stated in the said contract for the passing of the sale, that had been made to him by Dame widow Provenche, that of 30000 livres in full payment of his acquisition, and of which sum Dame Marie Anne Barret, spouse of Sieur Cazelar, in the name and as universal legatee of Dame Alberonny, releases and discharges Sieur Thiton against whomever it may concern, by means of these presence and for the remaining 25000 livres, Dame Marie Anne Barret, in the said name authorizing the givers and payers to obligate themselves to pay Sieur Thiton in money or specie current in France, on the said day, January 1, 1760, for all delay to the penalty of all expenses,

YEAR 1758JANUARY 20

damages and interest, for which payment the plantation and all other properties, presently sold will remain privileged and mortgaged, and besides, the lady obligates and mortgages all and each of her other properties without one obligation derogating the other, conveying by the said Sieur Thiton to the purchaser, all rights of possession he has and may have in the said half of the properties contained in the inventory made, after the death of Sieur Provenche, which he relinquished for his benefit and that of his heirs, and it was agreed among the parties that Sieur Thiton de Silegne will keep and enjoy the plantation until January 1, 1760, as much for the half presently sold as of the half belonging to Dame Gazelar and absent heirs of Sieur Provenche, consisting of lands, slaves, live stock mentioned in the inventory, for the possession and enjoyment of which he will pay 2000 livres, as also Sieur Thiton obligates himself to discount equally on the sum of 25000 livres, that of 1000 livres, which the parties have estimated and evaluated as past due rent since the death of Dame Alberonny, which Sieur Thiton must actually pay cash, the sum that may remain due for annuity, that he made annually to Dame Alberonny, that likewise Sieur Thiton obligates to leave on the plantation when he returns it 200 quarters of corn in the husk for the benefit of Dame Gazelar by means of which Dame Gazelar will only have to pay 22000 livres to Sieur Thiton, and it was further agreed that Sieur Thiton will be responsible for the accidental death of all slaves and runaway slaves, and in case of accidental death of any slaves, they shall be appraised by experts agreed upon by the interested parties. Likewise Sieur Thiton will replace to the said lady a like amount of

YEAR 1758JANUARY 20

cattle, tools, utensils, belonging to the plantation mentioned in the inventory, the said lady acknowledging having already received all furniture, clothes, linen, silverware, etc., for which Sieur Thiton remains discharged.

He is required to return the plantation in the same condition that he received it and on that account it will be lawful for him to remove everything that he will have placed or constructed thereon, and will not be held responsible for sheepfold which collapsed by decay, but obliged to maintain the levees, drain gutters, and for this purpose, constituted for their proxy, the holder of these present, and to the said lady acknowledging having received from Sieur Thiton presently all papers, acts and contracts of the things above mentioned and passed before the undersigned notaries, as before cited, as well as the discharge of the 10000 livres that Sieur Thiton paid to Dame Alberonny on account of the 40000 livres making the principal sum of his acquisition, all of which pieces were presently furnished to the lady purchaser. It was further agreed that Dame Cazelas will be free mistress during the month of December 1759 to remove from the plantation the slaves that she wants to have sold to arrive at the said payment, breaking and annulling all previous agreements, The said lady admitting having received in our presence the sum of 562 livres in full settlement of her annuity due Dame Alberonny.

Made and passed at the residence of Dame Cazelar Dec. 12, 1758, in the presence of the undersigned witnesses.

Dutillet
Trudeau Laveaux

LaCazelar
Thiton de Silegne
Chantalou, Notary

YEAR 1758JANUARY 20

Jan. 10, 1759

Before the Royal Notary in the presence of the undersigned witnesses, personally appeared Jean Soubit proxy for Sieur Thiton de Silegne, absent from this Colony and Dame Marie Anne Barret, wife of Sieur Cazelar, also absent from this Colony, stating that she is charged with the proxy of Marie Joseph Barret, wife of Alexandre Dorval, said Dorval being the tutor of Michel, Joseph and Jean Baptiste Dorval, his children, dated January 20, 1757, who declared that Sieur Soubit wanted to return to Widow Cazelar the property ceded by Sieur Thiton according to above act, acknowledging having received the same from Sieur Soubit, discharging Sieur Thiton, Sieur Soubit acknowledging having received this day from Widow Cazelar the sum of 22000 livres cash in full payment of the said sale, for which Sieur Soubit discharges her, and that Sieur Thiton has no further claim against the plantation. Paid as follows, a draft of 12000 livres paid by Sieur Thibeau, drawn on Sieur Dame Cazelar by Sieur Thiton on December 30th, 1758, and a sum of 10000 livres cash in money of this Colony by means of which both parties acknowledge having nothing more to claim against each other.

(Signed)

Jn. Soubit, Baptiste Casellar, Olivier de
J. P. St. Martin, Louis Ranson de Vozin
Louis Chancelier, Bernard Louthe Chantalou

(12 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

DECEMBER 16

SURETY BOND OF SR. PIERRE
HARDY DE BOISBLANC.

Sr. de Boisblanc having been appointed Administrator of Vacant Successions by Sr. de Rochemore, Intendant Commissary and Senior Judge of the Province, as per commission issued under date of December 1, 1758, herein presents Dame Marie Rose Lemerrier, widow of Sebastien Latin, who pledges herself as surety up to the sum of 15,000 livres; and for the faithful performance of which she gives a mortgage on all of her property, movable and immovable.

(Signed) Lemerrier Latin
Hardy de Boisblanc
Raguet
Chantalou, Notary

WITNESSES:
J. Fromentin
Forstall

Marginal Note:

Approved by the Intendant Commissary for Louisiana.

(Signed) Rochemore

Not printed in Louisiana Historical Quarterly.

YEAR 1758

DECEMBER 16

RECEIPT AND DISCHARGE

Sieur Lamothe, having sold at Louisbourg a consignment of merchandise shipped by Captain Dunes, a resident of France, on board the schooner "L'Imprevue", was ordered by an arbiters decree on December 2nd; said decree approved by honorable Rochemore on December 13th, to pay Captain Dunes the sum of 2713 livres 13 sols 4 deniers, the net proceeds of said cargo.

By notarial act. Sieur Large, Lieutenant of Ship of War, proxy for Captain Dunes, acknowledges receiving from Sieur Lamothe the said amount in colonial currency, and gives full receipt and discharge.

Captain Dunes claiming, by letter to Sieur Large, to have shipped on board same schooner three hundred quintals of Codfish, valued at 6000 livres. Sieur Lamothe was ordered by the same arbiter's decree to pay said amount notwithstanding his denial of having received said codfish.

Sieur Lamothe offered Sieur Duplanty, who was accepted as surety for the 6000 livres.

Sieur Lamothe claiming having loaned Captain Dunes the sum of 1616 livres, Martinique's money, but having no written acknowledgement or any other title for it, it is agreed that Sieur Large will retain the said amount in his care until said claim will be settled one way or another.

(Signed)

Witnesses:
Vidal
Lenormand

Large
Lamothe
Garic, Notary.

YEAR 1758

4 pages

DECEMBER 17

SUCCESSION OF SIEUR AND DAME
FAZENDE

Notice of Auction Sale.

On Virtue and pursuant to a decree of the Superior Council issued on December 2nd and by request of Sieur Jean Gabriel Fazende, sheriff Marin Lenormand issues the first notice that twenty-eight slaves, including negroes, negresses, and negro boys and girls, thirty horned cattle, thirty five sheep and a lot of farm implements and tools such as carts, saws, axes, picks, indigo knives, belonging to the succession of the late Sieur and Dame Fazende, will be sold at public auction to the last and highest bidder on December 21 at the Registry court before honorable Bobe Descloseaux.

The slaves can be paid one half in six months and the other half in one year; the cattle, sheep and implements to be sold for cash.

Said notice to be read, published and posted at the doors of the Parochial Church, the Council Chamber and the Registry Court.

Lenormand

1758
Dec. 24

Second notice issued, published and posted by Sheriff Lenormand; auction sale to take place on December 28th.

Lenormand

1758 Third notice issued, published and
Dec. 31 posted by Sheriff Lenormand; auc-
 tion sale to take place on Jan-
 uary 4, 1759.

Lenormand

Not printed in Louisiana Historical Quarterly.

YEAR 1758

DECEMBER 17

Notice of Auction Sale.

RE: Succession of Sieur
and Dame Fazende.

In virtue and pursuant to a decree of the Superior Council issued December 2nd, and by request of Jean Gabriel Fazende, Sheriff Marin Lenormand issues the first notice of auction sale of the plantation of the late Sieur and Dame Fazende consisting of 15 arpens of land front, by ordinary depth, with all buildings thereon, situated about 2 leagues below the city, and on other side of river, bounded by property of Sieur Demembrede on one side, and on other side by Sieur Boune.

All interested persons may see and visit said plantation and buildings, and submit their bids at the office of the clerk of Council where they will be received next Thursday 20th of present month at 9 o'clock in the morning, before Hon. Descloseaux, Counsellor, and in presence of the Attorney General.

Terms of sale as follows - half of the purchase price in one year and balance six months later, purchaser to pay cost of above sale.

In order that everyone may know of said sale, notices will be posted on door of parochial church, on door of Council chamber, and on door of Clerk of Council.

First advertisement notice to be posted on December 17th, 1758.

(Signed) Lenormand.

Notice of second advertisement to be posted
on December 28th, and sale subject to same
terms and conditions.

(Signed) Lenormand.

Notice of third and last advertisement to be
posted on January 4th, and sale subject to
same terms and conditions.

(Signed) Lenormand.

4 Pages .

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#7327
(55255-6-7)

YEAR 1758

DECEMBER 19

SUCCESSION OF SIEUR LOUIS BESSE
AND DAME MARIE LABY, HIS WIFE

Procuration

Sieur Pierre Besse, known as St. André, son of the late Louis Besse and Marie Laby, native of Cahors in Quercy, sargent of Mr. Dauterive's Company, in garrison in this colony, by notarial act, grants a procuration to Sieur Joseph de La Forest de Laumont, regimental officer, giving him power and authority, to, in his name, get an accounting from his sister, Anne Besse, or any one else in charge, of his father's and mother's succession; to claim all wills, codicils and inventories to audit and agree upon all accounts, to sell all movables and immovables, and to receive balances due thereon; to institute legal proceedings, if necessary and generally to do any and all things necessary to effectuate proper settlement of said succession.

Constituent being indebted to his agent in the sum of 500 livres, hereby agrees that he shall retain this amount and dispose of the surplus as indicated by him.

(Signed) P. Besse
Chantalou, Notary

Witnesses:
Songy
Thomassin

Not printed in Louisiana Historical Quarterly.

YEAR 1758

December 19,

LAST WILL AND TESTAMENT
OF
MRS. MARIE CATHERINE MINIQUE, WIFE OF
MR. PONS.

Testatrix being ill of body but sound of mind, dictates her last will and Testament, to the Royal Notary, from her lodging place in a residence on Royal Street, where she is residing during the absence from the city of her husband.

After the usual exuberance of all her religious sentiments, she stipulates the following provisions:

1. Testatrix desires a Christian Burial.
2. Children of her first husband having been settled with, have no claim upon her estate.
3. Testatrix wishes all of her debts paid; listing them in the following order:
 - (a) 1604 livres due Widow Conrad, which amount testatrix has borrowed to build a home on a lot which she owns in this City; and an additional 400 livres on a promissory note.
 - (b) 1120 livres to Mr. Braquier, Merchant,
 - (c) 200 livres to Sr. Montureuil.
 - (d) 500 livres to Mrs. Bonpierre.
 - (e) 163 livres to Sr. Maret.

4. There is due her by various debtors, small amounts according to statement hereto attached.

5. In the event of her death during her husband's absence, she wishes the residue of her estate entrusted to Sr. Marat to be remitted to her husband - should he return, or to her son.

Testatrix declares that she is unable to read or write, whereupon witnesses and Notary affix their signatires.

Witnesses:

Guinauld

A.Thomassin

Chantalou, Notary.

Not Printed in Louisiana Historical Quarterly.

3 Pages.

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YEAR 1758

2 pages

DECEMBER 19th

SALE OF A PLANTATION BY SIEUR
MACNEMARA, TO SIEUR LATIL.

Personally appeared before the undersigned notary, Sieur Macnemaram who confessed and acknowledged having sold to Sieur Latil a plantation of 8 arpents front more or less, by the usual depth, with all buildings and appertenances thereon for the sum of 3750 livres, situated about 4 leagues from the city, on the opposite side of the river, bounded by Sieur St. Amant and Widow Lauvin, with the exception of the Indigo Factory.

For the payment of which Sieur Latil transferred and reassigned an obligation of Sieur Jacque Jaquelin and Dame Angelique Grevemberg, his wife, in solido, in favor of Sieur Carriere and Grueve, under date of June 16th last, of the sum of 4500 livres, payable to the bearer of the note, which the vendor acknowledges having received, in the presence of the undersigned notary. The purchaser acknowledges having received the surplus in cash, at the same time guaranteeing the payment of the said obligation, during the month of February of next year.

WITNESSES:

Vidal
Coquille

Sieur C. Macnemara
Latil

Garic,
Notary

#54608

YEAR 1758

DECEMBER 21

Promissory note for the sum of 3000
livres in favor of Monsieur Chantalou,
for value received.

(Signed) Trudeau

#54607 (in verso)
Dec. 22, 1758.

Endorsement to the order of Monsieur Dautive,
said amount to be paid from the proceeds of the
sale of Madame de la Pommeraye's and Monsieur
de Mazan's properties no later than January
1759.

(Signed) Chantalou.

Not in Louisiana Historical Quarterly.

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#57

#29

#54606

YEAR 1758

DECEMBER 21

Promissory note for the sum of 3000
livres in favor of Monsieur Chantalou,
for value received.

(Signed) Trudeau

#54607 (in verso)
Dec. 22, 1758.

Endorsement to the order of Monsieur Dauterive,
said amount to be paid from the proceeds of the
sale of Madame de la Pommeraye's and Monsieur
de Mazan's properties no later than January
1759.

(Signed) Chantalou.

Not in Louisiana Historical Quarterly.

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#29

YEAR 1758

AUCTION SALE

DECEMBER 21

(Page 55325-26-27)

At the request of the Sieur Jean Gabriel Fazende, co-heir in the succession of his late father and mother, Sieur and Dame Fazende, the Superior Council decrees that the conclusions of the Attorney General, and the confirmation of advice of parents and friends of minor child of said Sieur and Dame Fazende, orders that all goods, movables and immovables, of said succession be sold judicially to the last and highest bidder, in the ordinary manner, and proceeds be divided between the different heirs, and share of minor Jacques Fazende, be invested in the best possible manner until his majority; In consequence thereof Sieur Charles Marie Delalande D'Apremont, accompanied by Jean Raquet, Attorney General, and the clerk and sheriff of Council proceeded to the Chambers of Council, in order to start and receive bids on sale of said plantation, located about 2 leagues below and on other side of river, bounded on one side by property of Sieur de Membrede, and on other by Sieur Bonne, consisting of about 15 arpens front by ordinary depth which is 40 arpens, complete with all buildings, tools, utensils, etc.

After reviewing advertisement of sheriff dated December 17th, and reading terms and conditions, namely that purchaser shall pay half within one or two days after adjudication, and the remainder in six months, and further pay all cost of said sale, and payment must be completed before purchaser can take possession.

Finding several persons present, sale started with bid of 6000 livres by Sieur Ledoux; after several bids Sr. Ledoux offered 8000 livres, which was rejected, sale postponed until Dec. 28th at 9 o'clock in the morning.

YEAR 1758

(Page 55327-28)

December 28th.

Second day of sale, subject to same terms and conditions, started with bid of Sieur Ledoux for 8000 livres, and closed after various bids with the sum of 9000 livres offered again by Sr. Ledoux, after waiting until noon, and no other bids being offered, sale again postponed until January 4th., at 10 o'clock in the morning.

(Signed) Raguet.

YEAR 1759

(Page 55330-31)

January 4th.

Third day of sale, subject to same terms and conditions, started with bid of Sieur Ledoux for 9000 livres, and closed after various bids with the sum of 15,000 livres offered again by Sieur Ledoux. After waiting until noon and no other bids being offered, sale again postponed until January 20th, at 9 o'clock in the morning.

(Signed) Raguet.

YEAR 1759

(Page 55332-33-34)

January 20th.

Fourth day of sale started same as above with bid of 15,000 livres by Sieur Ledoux, after various bids, plantation declared adjudicated to the Sieurs Marcarty and Hugon, for the sum of 15,800 livres which they promise to pay according to terms of contract.

(Signed) Hugon Fazende
Macarty Raguet.
Delande
Braquier, (with
procuration for
Sr. de Meziere.)

*Messingot
1759*

YEAR 1758

DECEMBER 28

PROCURATION

Preparing for departure for France aboard the Royal Frigate "l'Opalle", Sr. Pierre Germain, fearing some unforeseen accident during the voyage and wishing to leave his temporal affairs in order; by notarial act entrusts all of his property to his brother-in-law, Jean Milhet, appointing him his residuary legatee, with the stipulated provision that in case of the death of Sr. Germain, procurator will deliver to his nearest heirs in France, namely: brothers, sisters, or their children, one-half of his possessions.

Sr. Germain being illiterate does not sign.

(Signed)

A. Thomassin
Lafreniere

1758

December 28, Memo taken at request of Sr. Pierre Germain, listing thirty-seven bills of exchange, amounting to 114,790 livres, the originals of which are

YEAR 1758

DECEMBER 22

PROCURATION

Preparing for departure for France aboard the Royal Frigate "l'Opalle", Sr. Pierre Germain, fearing some unforeseen accident during the voyage and wishing to leave his temporal affairs in order; by notarial act entrusts all of his property to his brother-in-law, Jean Milhet, appointing him his residuary legatee, with the stipulated provision that in case of the death of Sr. Germain, procurator will deliver to his nearest heirs in France, namely: brothers, sisters, or their children, one-half of his possessions.

Sr. Germain being illiterate does not sign.

(Signed)

A. Thomassin
Lafreniere

1758

December 28, Memo taken at request of Sr. Pierre Germain, listing thirty-seven bills of exchange, amounting to 114,790 livres, the originals of which are in the possession of Capt. Deplas, Commander of the Royal Frigate "L'Opalle"; and for the whole of which he requests Certificate of Deposit.

(Signed)

Witnesses:

A. Thomassin
Songy

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758DECEMBER 22

Sieur Chantalou acknowledges to be
indebted to Sieur Gachinard in the sum of
2177 livres 5 sols.

(Signed) Chantalou
Signature crossed

Below
2177 l 5
262 15
2440 Livres

Not printed in Louisiana Historical Quarterly.

NOTARIAL ACT - PARTIAL PAYMENT AND
NEW MORTGAGE

Appearing before undersigned Royal Notary, Mr. Louis Barbeaude Boisdoré, Surgeon, declares that, by Judgment rendered by the Superior Council of this Province on February 9th, he is authorized to collect twenty thousand, three hundred French pounds due the Succession of the late François Noyon, which amount is in the hands of Messrs. Derneville and de Reggio, and represents the purchase price of a house bought by them, and that he now accepts the payment of ten thousand three hundred French pounds, cash, now made him by said Mr. De Reggio, here present and acting for himself and Mr. Derneville; and, that he grants him full discharge for said amount and that he accepts the mortgage now granted him by said Mr. De Reggio, as security for the balance due on said total amount, together with interest.

(Signed) L. Boisdoré
Dereggio

WITNESSES:

Lenormand

A. Thomassin

Chantalou,

Notary

January 26, 1761

NOTARIAL ACT - Final Payment
and Receipt.

Before undersigned notary and witnesses, Mr. De Reggio pays Mr. Louis Barbeaude Boisdoré the balance due on the house purchased by himself and Mr. Derneville, said

No. 4

balance amounting to 6000 French pounds and he is declared owner of said property and is discharged from any further liability thereon by said Mr. Boisdoré.

(Signed) L. Boisdoré
Dereggio

WITNESSES:

Songy
Lenormand

Chantalou

Not printed in Louisiana Historical Quarterly.

61/19

YEAR 1758

DECEMBER 23

SUCCESSION OF PIERRE ROBIN.
POWER OF ATTORNEY.

Unable to be present in person, for the purpose of effectuating the proper settlement of the Succession of her father, who died at Vacherie, near Rochefort, on January 24, 1757, Magdeleine Robin, duly authorized by her husband Sr. Claude Tourangin, by notarial act, issues a blank procuration empowering appointee to examine inventories; sell and transfer property; collect outstanding debts and promissory notes; receipt bills; collect rentals; effect partitions; institute suits; obtain judgments; generally to perform all acts tending to the settlement of said succession, and to receive in her name whatever may be her share of the inheritance.

Mr. Tourangin being illiterate does not sign.

(Signed)

Madeleine Robin, wife of
Tourangin

WITNESSES:

Dernouy

A. Thomassin

Chantalou,

Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758
5 PP.

DECEMBER 23

LAST WILL AND TESTAMENT OF MRS.
ANNE GALBRUN, WIFE OF BARTHELEMY
DUBIC.

Upon request of Testatrix, the Royal Notary and two witnesses repair to the Convent of the Ursulines Nuns, in the parlor of which institution they meet said testatrix, who to them appears a little ill of body, but sound of mind; and who dictates her Will as follows:

1. Testatrix declares that Barthelemy Dubic, her husband, has been absent from this Colony about 15 yrs; during which period, not having heard from him, she consequently presumes he is dead.
2. That her income being insufficient to live on; and being unable to work, due to advanced age; she has, for the last 15 yrs. found refuge with the Ursulines Nuns.
3. After the usual exuberance of her religious sentiments, and after requesting the Ursulines to bury her at their convent, as modestly as possible, in recognition of the kindness of said Nuns.
4. Testatrix gives and bequeaths to said Ursulines Nuns, in compensation of care afforded her, --- two negro slaves, one named Louis, 25 yrs. of age and crippled in one leg; the other named Borgia, 35 yrs. of age.

5. Testatrix leaves to the poor orphans, sheltered within said Convent, all of her clothes, beseeching them to pray for her soul.
6. Testatrix declares that the aforementioned constitutes all of her possessions in the Colony; that she has no forced heirs; and should anything fall to her lot in France, she gives and bequeaths same to her nearest living relative residing in that Country.
7. Testatrix declares she has no debts, or debtors, in consequence of which she will not require a Testamentary executor.
8. Testatrix wishes the foregoing instrument executed in all its form and tenor, the only exception thereto being the return of her husband to the Colony, in which event, she declares this Testament null and void.

Testatrix declares her inability to write.

(Signed)

WITNESSES:

Vidal
J. Lamothe
Bordet

Garic,
Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758DECEMBER 26

PROCURATION

Succession of Monsieur Dauberville

By notarial act, Dame Francoise Petit de Coulange, widow of the late Monsieur Dauberville, former Intendant Commissary of the Province, tutrix of her minor children, grants a procuration to Monsieur Gallard Chamilly, her grandfather, giving him power and authority to verify, to prove, to debate, to discuss, to balance and to settle, the report she gives to Monsieur de Grandpre, uncle and tutor ad hoc (appointed for that purpose) of her minor children, of her administration of the said minors' slaves and estates, and after all accounts have been agreed upon to proceed to the final partition of the succession properties in an amicable manner, or by provisional contract, herein agreeing to approve and ratify whatsoever he shall do pursuant to carrying out the aims and purposes for which this Power of Attorney is herein granted.

(Signed) Coulange Dauberville, widow
Chantalou, Notary

Witnesses:

E. Thomassin
J. Songy

1759

January 10, Sheriff's notice
Return of Sheriff showing service
of copy of above procuration on Mr. de Grandpre,
captain of Infantry, tutor ad hoc of the minor
children of Mr. Dauberville, deceased.

(Signed) Le Normand

#7478
57240

Document
no 1759071801
12/9/93 KP

YEAR 1758

July 18
DECEMBER 26

SUCCESSION OF SIEUR LOQUET de la POMMERAIS

Transfer of Procuration

The Sieur George Gachinard appeared before Royal Notary of Louisiana and says and declares that as he is about to leave for France, he is unable to accept above procuration but he hereby appoints in his place the Sieur Francois Durand, merchant of New Orleans.

Durand promises and obligates himself to faithfully perform above duties.

(Signed) Gachinard

Witnesses:

Songy
Thomassin

Chantalou, Notary

* 1759

July 18, Sieur Francois Durand, Substitute Procurator for Sr. Gachinard in charge of procuration for Delle Marie Anne Charlotte Loquet, appears before Notary and confesses and acknowledges having this day received from the succession of the late Sieur Guillaume Loquet de la Pommerais the sum of 22500 livres payable as follows: 11500 livres cash and a note for 11000 livres dated March 3rd last and payable in September next, and 50 livres cash, which is to pay expenses of above procuration.

Sieur Durand gives receipt for above money to

(cont'd)

missing at
inventory
9/30/93
KP

#7478 cont'd.

57240

succession of the late Sr. Loquet, and discharges said succession from all further obligations.

Sr. Durand remits to Sieur de Kerlerec, Governor of Louisiana, all above monies.

Sieur de Kerlerec promises to pay above to Delle. Loquet when note for 11000 livres will be cashed, and gives Sieur Durand a receipt for above sums.

(Signed) Durand
Kerlerec

Witnesses:
Le Normand
Thomassin

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

No. 2

No. 7334 - Fo. 21

Mr. Tourangin being illiterate does not sign.

(Signed)

WITNESSES:

A. Thomassin
Songy

Lafrenière

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

59/19

YEAR 1758

DECEMBER 29

COPY OF MARRIAGE CONTRACT

By Notarial Act before Messrs. Bordes and Lefebvre, Royal Notaries, at Isle of Martinique, on July 17, 1731;

Jean Baptiste Dublanc, native of Bordeaux, son of François Dublanc and Dame Marguerite de Larrère, and;

Rose Toureil, native of the Borough of St. Pierre, Isle of Martinique, widow by 1st marriage of Charles Haudoyer; and daughter of Sr. Jean Baptiste Toureil and Marie Le Maitre;

In the presence of relatives and friends, enter into a marriage contract, stipulating the following clauses;

- (1) Their marriage shall be solemnized according to rites of Holy Catholic Church.
- (2) No community property shall exist; each of the contracting parties shall manage his own estate, present and future, and dispose of same independently.
- (3) Neither party shall be responsible for debts contracted by the other.
- (4) An inventory of estate of future wife shall be taken before marriage.

- (5) Movables acquired by either party in his own right, after marriage, shall remain the possession of acquirer, and shall not be disposed of by the other party, regardless of circumstances.
- (6) In consideration of trouble and care assumed by the future wife, in the management of their household, the future husband agrees to support her and their children, during their married life, expecting no remuneration, and irrevocably renouncing any possible claim against the heirs of the said future spouse.
- (7) The future husband settles upon his future wife the sum of 10,000 livres as a dowry; in case of issue the principal is to be held intact and the wife to enjoy the usufruct.
- (8) As a token of friendship, said future wife makes an unconditional and irrevocable donation to her future husband, of such portion of her personal property as may accrue to him after her death; all in accordance with the law of Paris governing second marriages, and without in any way involving the rights of her children in her Succession.

(Signed)

Bordes and Lefebvre,
Notaries.

(cont'd)

No. 3

No. 7336

Aug. 20, 1731

Registered at Ft. Royal Martinique.

(Signed)
Lavenu,
Clerk

A true copy of original.

(Signed)
Chantalou,
Clerk

Dec. 29, 1758

Deposited for Registry in New Orleans, by
Mrs. Dublanc.

(Signed)
Chantalou,
Clerk

Not printed in Louisiana Historical Quarterly.

59/19

#7338 (55304-11)

RE: SUCCESSION OF DE NOYAN
(55304-7)

YEAR 1758

DECEMBER 30

ACT OF SALE AND MORTGAGE

By act passed at New Orleans before under-
signed Notary and two witnesses, Mr. Jean
Baptiste Garic, Attorney for Vacant Estates,
and his wife, Mrs. Marie Antoinette Fourennés
de la Masse, sell a house and lot, situated
on Bourbon and Dumaine Streets, to Mr. Pierre
Henry Derneville, Knight of the Military
Order of St. Louis, Captain of Detached Troops
of the Navy, maintained in this Colony, ac-
quiring said property for himself and in
partnership with Mr. François Marie de Reggio,
Captain of Troops, for the price of twenty
thousand, three hundred French pounds, payable
one year from date to the Heirs of François
de Noyon, said amount being a credit due the
Succession of said François de Noyon, under
Judgment deposited in the office of under-
signed Notary. The said Derneville here
grants a mortgage on all his property and
on that of said Mr. Reggio whom he herein
represents under Power of Attorney, and as
a guarantee of payment of said purchase
price, which is to be made one year from
date to the de Noyon heirs or to the holder
of their Powers of Attorney, and in default
of such heirs, to the Attorney for Vacant
Estates.

(Signed)

WITNESSES:
Vidal
A. Thomassin

Pierre Henry
J. B. Garic
Ch^F Derneville
M. Garic
Chantalou

(cont'd)

#7339
(55312 - 15)

YEAR 1758

DECEMBER 30

RECORDING

The following deed was recorded
at the Registr Office on demand of Sieur
Giscard known as Benoist.
(Signed) Chantalou, Clerk

1757
September 27, Succession of Pierre Garcon
Inventory

In presence of undersigned, Marianne Senssier
(Saucier), widow of the late Pierre Garcon,
declares that she contemplates making another
marriage and she therefore desires them to pro-
ceed with the taking of the inventory and with
the appraisal of the property belonging to the
community which had existed between her and her
late husband, Pierre Garcon, and that she makes
this request of them because said property is
too far from the city to have an officer of the
Law go there for the aforementioned purpose.
Whereupon undersigned complied with said request.

Inventory shows that the estate in question con-
sists of a piece of land measuring two arpents
front by one in depth, of an ordinary house to-
gether with outhouses, of some household furniture
and kitchen utensils, of farm implements, several
head of livestock and of two or three negroes.
The widow declares she is indebted to one
Francois Jousdain in the amount of 567 livres
(French pounds). The total value of the estate
is not given.

(Signed) Mark X of the
Joseph dubrocq, witness said Folse, witness

Joseph Bubrocq, Witness
Jean Claude Contuet, Witness

Sept. 7, 1757. Ratification

Undersigned, Captain Commandant
of the Coast of des Allemands, performing the
functions of Deputy Judge, declares that he
has duly examined the foregoing Act, executed
in the presence of the witnesses, who signed same,
because there was no Officer of the Law to of-
ficiate at Carleston.

(Signed) Darensbourg

December 30, 1758.

Deposited by Giscard surnamed Benoist.

(Signed) Chantalou, Clerk

Not printed in Louisiana Historical Quarterly.

61/29

YEAR 1758

DECEMBER 30

ACKNOWLEDGMENT OF OBLIGATION

Mr. Pierre René de Harpain de la Gautrais, in the presence of a notary public, hereby acknowledges a legitimate debt to Mrs. Françoise Petit de Coulange, widow of the late Mr. D'Auberville, also present, in the sum of 5638 livres, 15 sols, which amount Mrs. Auberville agrees to accept in full settlement of a negro, property and cash due her.

Mr. De la Gautrais promises to pay said sum of 5638 livres, 15 sols, with interest, to Mrs. D'Auberville, in France, in one year from date; mortgaging and pledging as security all of his personal property, present and future, especially whatever he may inherit from the Succession of the late Mr. De Mouailles, his maternal uncle, and whatever may be due him by his brother, Rev. Harpain de la Gautrais, with whom he is residing in Landerneau, Britain.

(Signed)

Harpain de la Gautrais

WITNESSES:

A. Thomassin
Songy

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

#54640

No Year 1758-

About May 26

No Date

Itemized account of assorted merchandise
shipped by the barge "La Challante"
stated in a letter by Murat to Caulquet

(Signed)

Murat

Not printed in Louisiana Historical Quarterly

54/M.P.

Nos. 54744-45-46-47- 1 no no.

YEAR 1758

NO DATE

(According to the serial number the date of)
(this document must be July 22, 1758.)

SUCCESSION LAPOMERAYE

Statements of amounts due the succession
of Mr. de Lapomeraye.

				Livres	Sols	Den.
(54744)	Owed by Mr. Villars total			9,628	13	4
(54745)	" " " Fleuriau			6,500		
(54746)	" " " Trudeau, Jr.			1,393	15	
(54746)	" " " Trudeau, Sr.			1,766		
(54746)	" " " Total			3,159	15	
(54747)	" " " Loquet			7,639	10	
No number			Total		597	

Not listed in Louisiana Historical Quarterly.

60/s/

#54714

YEAR 1758

NO DATE

(According to serial number the date of)
(this document must be between June 2,)
(1758, and June 4th, 1758.)

SUCCESSION LAPOMMERA YE

List of names without heading or signature, looks like the names of slaves.

Not listed in Louisiana Historical Quarterly.
54/s.

YEAR 1758

NO DATE

(According to serial number the date of)
(this document must be between June 20,)
(1758, and July 22, 1758.)

SUCCESSION LAPOMMERAYE

Documents contain appraisals in memorandum of miscellaneous furniture, utensils, etc., also accounting of various sums which show opposite the amounts the following names, for which the purpose is not specified: Villars, Luquet, Trudeau father and son, Fleuriau; J. Maison, Delaunay, Norment, (tin-smith), Laperriere, Lobios, Ciruc and Bearepad.

(Unsigned)

Not listed in Louisiana Historical Quarterly.

54/O'D.

YEAR 1768

NO DATE

(According to serial number the date of)
(this document must be between June 2nd,)
(and June 4, 1759.)

SUCCESSION LAFORMERAYE

List of articles remitted to
Mr. Chantalou to be sold at auction.

Not in Louisiana Historical Quarterly.

YEAR 1758

NO DATE

(According to the serial number the)
(date of this document must be bet-)
(ween June 4, 1758 and July 22, 1758.)

SUCCESSION LATONNERAYE

Documents contain appraisals in memorandum of miscellaneous furniture, utensils, etc., also accounting of various sums which show opposite the amounts the following names, for which the purpose is not specified: Villars, Luquet, Trudeau father and son, Fleuriau, J. Maison, Delaupay, Norment (tinsmith), Laperriere, Lobios, Cirus and Beurepad.

(Unsigned)

Not listed in Louisiana Historical Quarterly.

54/O'D.

#54658

YEAR 1758

NO DATE

(According to serial number the date)
(of this document must be between May)
(31, 1758, and June 2, 1758.)

SUCCESSION LAPOMMERAYE

Statement of receipts and disbursements of the sale of Mr. Murat and Mrs. de la Pommeraye movables and immovables properties.

#54660
No date

A list of household goods and utensils.

Not in Louisiana Historical Quarterly.

This document and the following: 54713-54714-54729-54742 to 54747 are part of the succession of la Pommeraye and are comprised between the dates of May 31, 1758 and June 2, 1758.

54/0'D.

NO DATEMEMORANDUM OF SALE OF THE EFFECTS OF
THE LATE SIEUR LALANDE.

Purchases made by the following:

Durieu	Bedclothes	.....	16		
Gardera	"	.....	25		
Monget	Clothing	.....	75		
Guerineau	Sundries	.....	13		
Craby	Underclothes	...	118		
Delaplace	Furniture	.....	81		
Betune	Clothing	.....	10		
Peret	"	.....	11		
Bardon	"	.....	12	-	10
Pirog	Silverware	....	217		
			<u>264</u>		<u>11</u> - <u>9</u>
	Less Expenses	..	98		<u>16</u>
			166		17

Sieur Louis Huran:

	Farm implements,				
	slaves and sundry articles ..	4465		9	
	For a plantation	2760		3	
		<u>7225</u>		0	
	For 8 arpents of land ceded				
	by Sieur Ducarpe	1625		9	
		<u>8850</u>		9	
Cirag	Live stock	.....	480		
Laurent Tailleau,	Cow & Calf.		400		
Lechein	Live stock	.....	231		
Deleineres	" "	.....	371		
Foucault	& hogs	.....	100		

(cont'd)

*Middleport
inventories
9/20/95
KH*

D. 58 cont'd.

NO DATE

Bourgeaux	Live stock	.....	340
Bourguis	" "	.....	270
Chreties		.....	55
Fugues, Sr.	Slaves	.....	2800
Louis Lerougue,	Land	.....	200

Sale by Simon for cash

Sieur Ducrest,	Clothing	....	16
Dumas Boulanger,	Sundry	...	37
Monget	Dry Goods	....	18
Charbonet	Sundry	.....	16
Pichard Chev M.			
Caminada	Clothing	.....	21
Gremei	Dry Goods	....	21
Monsanto	Sundry	.....	10
Monte La Vaule		..	180
Mamuel	1 Piece Cotton	..	11
St. Eloy	Dry Goods	....	53
Durel	" "	....	19
Forest	1 Pr. Pants	...	22
	Cash sales amount to	....	244
	Made in Currency	.....	975

To be deducted for settlement	794	-	16
	181		4

Made in cash 46.65

Sale of Mr. Baudin

Lequillier	6 Pr. Pants	.....	40
Penel	13 Handkerchiefs	..	11
Denis	Clothing	.....	87
Magnimara	Merchandise	....	138
Charpentier	Hardware	.....	72
Louis Piard	11 Pr. Pants	....	132

(Cont'd)

D. 58 cont'd.

NO DATE

Dumas Boulanger	Merchandise	.	72	
Lalande	6 Pr. Pants	...	60	
Pierre Hilar,	Merchandise	...	262	
Ladignat,	12 Handkerchiefs	.	140	
Dautherive,	Sundries	.....	216	
Clermont	"	.....	198	
	Total	....	1587	
Roy	Merchandise	....	102	
Louis Picard	"	....	53	
Gardera	Tobacco	.....	(cut out)	
Monsanto	Merchandise	...	107	
Riviere	"	....	294	
Charlotte	2 Twists of			
	Tobacco	.....	40	
Foucher	Merchandise	...	60	
Maison Huite	"	...	202	
Mermillon	"	...	27	
Merchand	"	...	84	
Trudeau	Tobacco	.....	200	
Montreuil	Merchandise	...	136	
Laronde	"	...	40	
Payion	"	...	72	
Armand	"	...	33	- 10
Menelet	"	...	41	
Devilier	"	...	34	
Jaques	"	...	23	
<i>28 -</i> Cirag	Books	.....	232	
Maxwell	3 Trowels	...	13	- 10
Penel	4 Dox. Knives	...	50	
La Violette	Merchandise	...	100	
Armand	8 Vol. Books	.....	49	
Planchon	Glassware	.....	32	
Manchou	Kitchen Utensils	..	44	
M. Kowin	8 Straps or			
	Girths	.....	20	
Charbonet,	12 volumms	.....	9	

(cont'd)

D. 58 cont'd.

NO DATE

Antoine	Books	.....	27
Correge	Merchandise	....	22
Boulet Lalorie,	6 Vol. Books.		25
Total amount of sales in cash .			1504
<i>P 9</i> - Louis Lerable,	10 Vol. Books	..	12
At. Monsanto	10 " "	..	12
Amount in cash			60
<i>P 10</i> - Clermont,	Merchandise	.....	575
Monsanto	Sundry	.....	429
Cailleur	"	.....	20
Lesasier	Dry Goods	.....	253
Rou	" "	.....	120
Dubourg	Sundry	.....	449
Madame Jabrot,	Dry Goods	....	116
Petard	Clothing	.....	131
Charles Baron,	Merchandise	...	156
Sr. Magnamara,	Sundry	.....	786
Gadobert	"	.....	334
Colet	"	.....	183
Berat	"	.....	202
Bedar	2 pr. White Stockings		123
Ladignat	Sundry	.....	197
<i>P 11</i> - Davis Boulanger,	"	.....	72
Rivare	"	.....	(cut out)
Lelong	"	.....	646
Dautherive	"	.....	460
Report on the account of Sr. Collet -			1603
La Violette		.....	420
Belant		.....	125
Bonne			(Cut out)
Madame Festin		.....	208
Couturie		.....	(Cut out)
Gatoire		.....	121

(cont'd)

D. 58 cont'd.

NO DATE

Gaineau	.....	100		
Gauvain	.....	(Cut out)		
Monget Colune	.....	11		
Jean Bardin Boucher	...	925		
Charpentier, To the				
Sheriff ..		72		
Lalande, To the Sheriff ..		60		
Lalande Darcour, Sieur Colet .		154		
Isnai, Sieur Colet	.....	447		
<i>P11</i> - Jabmon, To Sieur Colet	...	355		
Ducret, " " "	...	765		
Cheval, " " "	...	51		
Chabert, " " "	...	440		
Duplessy, " "	...	328		
Riviere, Merchandise ..		404		
<i>P12</i> - Sale of Mrs. Arnaud	.....	1277		
Colet	.....	397		
Colet	.....	1096		
		<u>2770</u>		
To deduct for Gengua	.....	1837	- 17	- 4
		912	7	8
Paid	.....	6	10	4
		<u>905</u>	17	4
Calie-Sale to Mrs. Arnaud				
To the Sheriff	.....	76		
Souvestre-To Mrs. Arnaud				
to Sr. Colet	.....	197		
Durel Sundry	.....	2153		
Simon Arnaud-Colet	.....	726		
Lavergne Arnaud	.....	121		
Laurens Bailley "	.....	327		
Jonfarre "	.....	460		
Mad. Rieux "	.....	105		
Madame Couperie "	.....	55		

(cont'd)

NO DATE.

Guinar - Arnaud Colet	....	572
Bone Maison - Mrs. Arnaud	..	465
Lahouille	" "	266
Clemont	" "	802
Lavau Officer	.....	44
Couperie	.....	55

Reporting 2 years' account
with Madame Arnaud

P 13 - Becat	.....	11181	10
Lamortiere	.....	68	
Magnamara	Accounts	1522	
Gadobert	"	1273	
Denaut	"	52	
Mazenge	"	650	
Chiron	"	70	
Bore Mar	"	1610	
Rou	"	120	
Madame Favrot	"	116	
Colet	"	(Cut out)	
Monsanto	"	208	
Lesasier	"	540	
Petit	"	3660	
Main	"	750	
Leblanc Calleur	"	276	
Dubourg	"	1233	
P 14 - Charles Barois	"	155	
Bedos	"	123	
Ladignot	"	663	
Roy (Locksmith)	"	102	
Fanche	"	45	
Marchand	"	157	
Laronde	"	40	
Louis Girard	"	226	
Maison Neuf	"	205	
Gardera	"	20	
Marmillon	"	27	

(cont'd)

D. 58 cont'd.

NO DATE

Montreuil	Accounts	.....	136
Armand	"	.....	22
Boulet laleme	"	.....	28
Perrel	"	.....	165
Arnaud	"	.....	49
Denis	"	.....	43 - 10
			23 15
P15 - Gaineau		.....	(Cut out)
Gauvin	Merchandise	...	248
Monge laleme	"	...	31
Marchand	"	...	73
Louis Sicard	"	...	41
Cirag	"	...	685
	Amount of the sale:	.....	5457
P16 - Name (Torn Out)	Merchandise	...	944
" Effaced	"	...	447
Clermont	"	...	255
Laland Darcour	"	...	194
Lane	"	...	1096
Salmon	"	...	359
Durel	"	...	1131
Lesasier	"	...	287
Magnamara	"	...	598
Ducretman	"	...	759
Mr. Cheval	"	...	51
P17 - Name (Cut out)	"	...	787
Gaieux	"	...	105
Menelet	"	...	615
Chabert	"	...	440
Duplessy	"	...	388
Revoire	"	...	130
Le Long	"	...	127
Peret	"	...	111
Sauvestre	"	...	29
Petit	"	...	110
Latille	"	...	236

(cont'd)

D. 58 cont'd.

NO DATE

	Laroze	Merchandise	51	-	8	-	7
	Simon	"	645				
	Duplessy		Cut out				
P 18 -	Mazenge		271				
	Boreman		1140				
	Lamothe		1603				
	Laviolette	"	436				
	Betune	"	124				
	Madame Lester	"	298	-	16	-	11
	Couturie	"	Cut out				
	Catoire	"	" "				
	Maison Neuf	"	100				
P 19 -	Fagot	"	135				
	Rou	"	effaced				
	Laviolette		187				
	Penel	"	98				
	Monarque	"	12				
	Goyan	"	94				
	Gainon	"	200				
	Nicolas Armunier	"	effaced				
	Monte LaSuidette	"	"				
	Gadobert	"	12				
	Louis Sicard	"	70				
	Broutin	"	95				

P 20 - Auction of Sieur Haran for the
Effects and Slaves

Louis Haran	12259
Fechein	235
Delimere	375
Foucault	100
Bourgeaux	340
Boargun	275
Laurens Cailleur	400
Lecler	85
Andre Charretier	55
Madame Faguiet	2800
Cirag	16250
Decarpe	465
Jean Louis Zeringue	8200
	<u>101822</u>

D. 58 cont'd.

NO DATE

P 21- Name (cut out)	Merchandise	
Duplessymar	"	700
Lacroix	"	711
Petit	"	700
Bonnemaison	"	323
Bourpaux	"	200
Beauregard	"	398
Ducremar	"	49
Forest	"	113
Charbonne	"	(Cut out)
Pelison	"	" "
Foucher	"	" "
Coffigny	"	" "
Voge	"	" "
Jr. Voy	"	" "

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54605

NO DATE

PROMISSORY NOTE

Sieur Murat acknowledges owing Sieur Lesassier the sum of 25 livres in full settlement of all accounts, asking Mr. Chantalou to pay said amount.

(Signed) Murat

1758
July 8, Receipt tendered Mr. Chantalou
for the sum of 25 livres due
for indigo seed.

(Signed) Lesassier

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57/29

*Mississippi
Archives
9/30/99
K P*

(54769-70)

YEAR 1758

SUCCESSION OF DAME VILLARS

Partition among the heirs

Total amount divided among heirs as follows:

Amount from estate of Dame de la Pommerais and of inheritance of Sieur La Boulay amounting to the sum of 22,230 livres 7 sols 6 deniers. Each heir receiving $1/3$ of above amounts to the sum of 7,410 livres 2 sols 6 deniers for each. Amount due to Sr. Villars for sale of movables, slaves, etc., amounts to 9,327 livres 10 sols, of above amount Villars is to return the sum of 1917 livres 7 sols 6 deniers which he received over amount due.

Amount due to Sr. Loquet for sale of movables, slaves, etc., amounts to 7,897 livres 10 sols as Sr. Loquet receives the sum of 2,466 livres 7 sols 6 deniers, from above succession he is to return the sum 5,428 livres 2 sols 6 deniers which he received over amount due.

Amount due to the Clerk of Superior Council 37 livres 12 sols 6 deniers.

Total amount for masses: 7,383 livres 2 sols 6 deniers.

Amount due Sr. Fleuriat for slaves sold at auction 6,500 livres. Amount he is to receive, 7,410 livres 2 sols 6 deniers, making the sum of 910 livres 2 sols 6 deniers still due him.

Amount due Sr. Trudeau, negro, negress and collections, 3,493 livres 10 sols - amount he is

(cont'd)

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inventory
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to receive 7,410 livres 2 sols 6 deniers,
making the sum of 4006 livres 12 sols 6 deniers
still due him.

The sum of 2,466 livres 2 sols 6 deniers is to
be paid by the heirs to Dame de Murat as her
share of the succession of her mother, making
a total of 7,382 livres 17 sols 6 deniers for
each heir.

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YEAR 1758NO DATE

Petition of Attorney General in the suit entitled Loquet vs. Fleurian and Trudeau Son in their names and in the name of Jeanne Villaret and Felicie Villars, their wives, demanding that it be ordered that the share allotted to Sr. Laboulaye, absent for twenty years, for his paternal inheritance, consisting of 4 negroes and 1 negress, belong one-half to his wife.

(Document incomplete.)

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entirely
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