HISTORIC STRUCTURE REPORT

Part I & II The Rene Beauregard House

NPS CHAL H 5 PC16720

Wilshin, Francis F.

PARK 16710 NPS
CHAL 42

Part I

The Rene Beauregard House

By

Francis F. Wilshin, Park Historian

Fredericksburg and Spotsylvania
National Military Park

December 31, 1952

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Southwest Regional Office

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Part II

History of the Rene Beauregard House

With Appendix

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Introduction

In 1938-1939 the writer, while stationed at Vicksburg National Military Park, Vicksburg, Mississippi, spent approximately a year in research on the Battle of New Orleans preparatory to the development of Chalmette National Historical Park, Louisiana.

On the basis of this experience Superintendent Russell Gibbs requested through the Region One office that the writer be detailed on a special assignment to Chalmette on a reimbursement basis for the period January 13 - February 22, 1951 for the purpose of:

1. Evaluating and recommending revisions of the present marker system of the park.

2. Conducting research on the Rene Beauregard House for information which would assist in a re-habilitation of the building for museum and administrative use.

3. Gathering such information as might prove helpful in the writing of a 48-page handbook for the area.

It was appreciated by Superintendent Gibbs and Regional Historian Appleman that any one of these three subjects might easily employ the full time of the writer. In view of this it was suggested that the chief efforts of the historian be directed to the first two.

It was generally understood that the work schedule should be so arranged as to permit the final preparation of the report prior to the conclusion of the assignment. However this proved impossible due to the absence of any typist assistance at the park and to unavoidable

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delays encountered in completing special phases of the research such as:

1. The microfilming of the significant portion of the autobiography of James Gallier by the Howard-Tilton Library, Tulane University, New Orleans, La.

2. The photostating of certain documents by the National Archives, New Orleans, La.

3. The photostating of other documents by the National Archives, Washington, D. C. (received May 4).

4. The search of the Beauregard Papers conducted by the staff of Dr. V. L. Bedsole, Head Department of Archives, Louisiana State University, Baton Rouge, La. (Completed April 10.)

5. The examination of the Lossing Papers in the Benson Collection of the Detroit Public Library, Detroit, Mich.

6. The securing of positive copies of microfilm of abstracts of title of property in and adjacent to the park prepared by the Southern Railroad Company. [This was done by Hall in Richmond, Virginia, through the cooperation of Region One.]

The progress of the research was materially assisted by the generous cooperation of old friends and new acquaintances, notable among whom may be listed the following:

Mr. Edward Alexander Parsons

Prominent attorney of New Orleans, Mr. Parsons owns what is reputed to be one of the four largest private libraries in the United States - 45,000 volumes, many of which are first editions, and 8,000 manuscripts. His collection of documents relative to the purchase of Louisiana, the Battle of New Orleans, and other phases of early Louisiana history is invaluable.

He has been unfailing in the encouragement and generous support he has given the writer both in early and late research on the area. It was at his invitation last year that the writer addressed the Chalmette National Historical Park Association in New Orleans. It was at his invitation this year that the writer addressed the Louisiana Historical society on "The Battle of New Orleans in the Light of Newly Discovered Evidence." (See Appendix - Public Relations.)

It was through the cooperation of Mr. Parsons that the writer secured a photostatic copy of a letter of Jackson to Morgan written on the field of battle, dated January 8, 1815. (See Appendix - Miscellaneous.)

Mr. James J. A. Fortier

Mr. Fortier as Assistant Archivist of the Louisiana State Historical Library has offered generous cooperation and valuable assistance in research. Mr. Fortier is a member of a distinguished Louisiana family with a wide circle of acquaintances who were in a position to further the research.

It was through Mr. Fortier's invitation that the writer was guest speaker before the Academy of American History, an up and coming historical society. (See Appendix - Public Relations.)

Mr. Sam Wilson

Mr. Wilson is now associated with the architectural firm of Richard Koch. Mr. Wilson is generally recognized as probably the foremost historical architect in New Orleans. Since 1934 he has shown increasing interest in studying and preserving important historical landmarks in and about New Orleans. He is now serving as President of the Louisiana Landmarks Society, an active organization in the preservation field.

In 1935 Mr. Wilson assisted in the preparation of the

HABS drawings of the Rene Beauregard House and has conducted further research on the house since that time. His generous cooperation proved of invaluable assistance to the writer. He very willingly made available to the writer such information as he had on file relative to the house.

Mr. Wilson has conducted an intensive study of the De La Ronde House which he plans to make available to the National Park Service. He was the first to identify a contemporary photograph of the house, a copy of which is attached to this report.

Mr. Wilson has recently edited Latrobe's Diaries and submitted it for publication, probably in the fall under the title "Impressions Respecting New Orleans". Latrobe visited the battlefield of New Orleans in 1820 and made a number of sketches of historical interest including the work on the bastion on the right of Jackson's line near the river. (See Gallier Exhibition Catalogue 1950 compiled by Mr. Wilson - Part III, Beauregard House - Photographs and Documents.)

Dr. V. L. Bedsole

While on a trip to Baton Rouge the writer had the pleasure of meeting Dr. V. L. Bedsole, Head Department of Archives, Louisiana State University. Time did not permit the examination of The Pierre G. T. Beauregard and Family Papers by the writer. However, Dr. Bedsole very generously offered the services of his staff to examine them for us. On April 10, it was learned that the examination had been completed without fruitful results.

Dr. Garland Taylor

Dr. Taylor is Director of Libraries of Tulane University. It was through his courtesy that the writer was permitted to examine the two separate collections of manuscripts of the Gallier Collection. He also supervised for the writer the microfilming of the desired portion of Gallier's Autobiography. He also

arranged for the photographing of Laclotte's sketch of the battle of New Orleans.

Miss Renshaw

The writer first had the pleasure of meeting Miss Renshaw when in 1938 he first began his researches on the Battle of New Orleans. At that time she was Assistant Librarian in the Howard Memorial Library. Since then the Howard and Tilton Libraries have combined and she is serving as assistant to Dr. Taylor. Her thorough knowledge of the library almost removes the necessity of a card catalogue.

Mr. Claude C. De Bruyes

Mr. De Bruyes, of distinguished Louisiana ancestry on one side of his house, is a descendant of the pirate Beluche on the other. For years he was employed as a photographer for the Cabildo Museum.

It was through his cooperation that the writer secured the recent photographs of the exterior and interior of the Beauregard House.

Mr. Dan Leyrer

It was through the cooperation of Mr. Dan Leyer that a number of the best photographs of the Beauregard House was obtained. He also furnished us with a copy of the De La Ronde House, the McCarthy House, and the blown up section of the Zimpel's map.

Dr. George Raffalovich

Dr. Raffalovich well deserves the term "gentleman scholar." Formerly a Professor of Dartmouth University, he served for a number of years after World War I as foreign correspondent in Italy. Later he returned to this country, taught a while in Georgia and then settled in New Orleans. While in Georgia he met Margaret Mitchell and did free lance research for her.

With his ready command of French Dr. Raffalovich was

ever willing to assist the writer in the translation of any significant or difficult document in French, whether it was at St. Bernard Court House, the National Archives, or at Baton Rouge.

He is now a frequent contributor to the French Quarter News and is conducting active research in New Orleans genealogy. The Service could profitably keep in touch with him.

Mr. Edwin Roy

Mr. Roy is the editor of "The Bernard Voice" - a local paper of St. Bernard Parish that has been in continuous publication since 1890. Mr. Roy very kindly permitted the writer to examine the old issues of the paper for such light as they might throw on the history of the area. A number of interesting items were found which are attached in the appendix. Of particular interest was the account of the burning of the McCarty House in the issue of February 29, 1896. At that time the house was owned by Henry Beauregard, brother of Rene.

Mr. Roy's grandfather established a brickyard about 1835 which continued in operation until the 1890's when it was purchased to permit the establishment of the present Sugar Refinery. (See St. Bernard Parish Louisiana brochure of early 1900, gift of Mr. Roy -- Part III.)

Mr. William Ricciuti

Mr. Ricciuti, also a prominent architect in New Orleans, is author of an interesting book on historical architecture of the city, entitled New Orleans and its Environs.

In his book Mr. Ricciuti credits Gallier, Sr. with having built the Beauregard House, but was able to offer little or no documentary evidence to prove it. Unfortunately he was ill with the flu at the time arranged for a second interview.

Mr. Sideny L. Villere

Mr. Villere is the great, great grandson of Governor Jacques Villere. He has made a considerable study of the histories of both the Beauregard and the Villere families.

He kindly offered to make transcripts of the genealogy of these two families for the writer, but apparently the pressure of work has not yet permitted him to do so.

Mr. Harnett Kane

Mr. Kane is a popular author of a number of best sellers including Louisiana Hayride, Natchez on the Mississippi and Plantation Parade. Last year the writer had the pleasure of meeting Mr. Kane when he spoke before the Chalmette Historical Park Association. While in New Orleans on his recent assignment the writer again saw Mr. Kane at the Howard - Tilton Library. It was at that time that Mr. Kane stated that he had in his possession a 30-page manuscript of the history of the Beauregard family from one of the descendants of Rene Beauregard. He seemed quite willing to make this material available to the writer providing he could readily locate it in his effects. So far the paper has not been received.

Mrs. Edwin X. DeVerges

Mrs. DeVerges is another active family genealogist who has both enthusiasm and talent. She is a direct descendant of Chalmet and is also related to the De La Ronde family. She has really a remarkable collection of manuscripts on early Louisiana history These should be carefully examined by a representative of the National Park Service. A number of the manuscripts would make good museum exhibits. Once the museum of the park is established it is believed she would make a number of valuable donations.

Through the courtesy of Mrs. DeVerges the writer obtained a copy of the Chalmette genealogy which is found in the Appendix of this report.

Dr. V. L. Bedsole

Dr. Bedsole, Head Department of Archives of Louisiana State University kindly volunteered to have his staff examine:

> "The PIERRE G. T. BEAUREGARD AND FAMILY PAPERS, (1850-1880) - 1912, 671 items and 106 volumes, includes a story entitled 'Magnolia' by Rene Toutant Beauregard describing the plantation of that name and changes there after the War between the States, which Dr. T. Harry Williams has examined for his study on Beauregard, and other papers of Rene Beauregard consisting of congratulatory messages on his election as judge in 1888; messages of condolence on the death of his father, 1893, correspondence and documents relative to the suit of the Federal government against the Cenas heirs, ca. 1893; letters written by Rene from San Diego, California, in 1899, and his bank books and cancelled checks, 1909-1910. Correspondence with P. G. T. Beauregard is included in the CHARLES E. A. GAYARRE COLLECTION, 1720-(1845-1857) - REYNES AND FAMILY PAPERS, 1744-(1862-1869)-1929, 624 items and 36 volumes, are family letters of that New Orleans family and the Mazureau family who were associated with the Beauregards. The J. FAIR HARDIN COLLECTION, 1718-1939, 2,244 items, 1930-1936, pertaining to historic sites in Louisiana."

Mr. F. H. Thompson

Through the courtesy of Mr. Thompson, Superintendent, Real Estate and Conveyance Southern Railway Building, arrangement was made for the loan of their abstracts of title.

In addition to furnishing pertinent details of construction which would prove useful in a rehabilitation of the Beauregard House, it had been hoped that the investigation would definitely establish the date of construction, the architect and the builder.

It was further hoped that information might be found which would help in reconstructing something of the grounds picture.

On the face of it, such an assignment would not seem particularly difficult. However, investigation revealed that there were a number of factors involved that made it difficult in the extreme. In the first place, all but a small portion of the St. Bernard Court House records were burned in a fire that destroyed the Court House building about 1885. Thus the most likely source of information was to a large extent removed in the beginning. The other chief source was the Notarial Archives located in the New Orleans Court House. Here again the searcher encountered frequent frustrations, for unless one knew the notary and the date he was at a loss to know which volume to examine for any transaction. Frequently there were as many as 80 notaries in a year and each notary's papers would be filed in approximately four volumes for a given year. Though the volumes have been indexed, there is no general index to serve as a guide.

It was through the newspaper files under "Auction Sale" notices that some of the most detailed information was obtained con-

concerning the house. Here again, however, there was no index and frequently the file was imcomplete.

Research under such conditions was tremendously time-consuming and quite often disappointing. Realizing this, the writer, with but few exceptions, worked at night and through his lieu days in an effort to cover as much ground as possible. Unfortunately, research ofttimes has no reward other than to eliminate another possible source of information.

In summary, among other things, the search resulted in:

1. The establishment of a legal chain of ownership of the Beauregard House property from William Brown in 1808 to its requisition by the National Park Service in 1949. Also abstracts of title for the immediate surrounding properties from 1832 to their purchase by the New Orleans Terminal Railroad in 1904.

2. The discovery of two significant descriptions of the property in contemporary newspaper

   "Auction Sale" Notices:

   (a) Newspaper auction sale notice
   "Thursday June 28 at 12 o'clock"
   Attached to the Notorial Act
   5 Juillet - 1866
   Vonte de propriété
   par
   Mad^me Caroline Fabre
   V^vv" M.B.^d Cantrelle
   à
   Mr. J. A. Fernandez
   & Lineros
   A. Amedee Ducatel, N. P.

   (b) Daily Picayune Jan.-June 1880
   March 27, 1880
   "Positive Sale of Bueno Retiro"
   (Both of these notices provide valuable detail on house and grounds)

3. The discovery of a number of valuable photographs of the house, the earliest of which appears in New Orleans States 1928 in an article by John P. Coleman, entitled "Five Old New Orleans Mansions. Stately Bueno Retiro Now in a State of Decay."
   (This is a very significant photograph showing the house before the addition of the east wing. It also shows interesting planting about the grounds of the building.)

   Two excellent photographs were discovered showing the house in the 1920's before the ravages of decay had set in. These photographs, which were taken by the

well-known photographer, Dan Leyrer, show both wings of the house, the porch railing, trim and shutter detail, and in some instances trees on the front lawn that are now gone.

Discovery of photographs that show fireplace and mantel detail (The Progress July 28, 1939, and Historic American Building Survey file Library of Congress.)

A photograph that shows the interior of the back gallery (HABS, L.C.)

4. The taking of photographs of the exterior and interior of the house showing its condition February 1951. (Here is revealed the full extent of the vandalism of the last few years)

5. Detailed architectural description of the house by Mr. Samuel Wilson and other competent architects.
(Mr. Wilson's valuable comment was received Jan. 2, 1952.)

6. Preparation of a history of the house which is developed under the following headings:

   (a) The Legend of Gallier, the Marquis de Trava and 1840
   (b) The Antebellum Years
   (c) War Comes again to the Parish
   (d) Post War Years
   (e) Architectural Descriptions of the House
   (f) The Legal Chain of Ownership and Property Description

   (This study establishes the error in all published accounts which state that the house was built in 1840 by James Gallier, Sr. for the Marquis de Trava)

7. Discovery of Tolodanos sketch of the Beauregard property.

8. Location of valuable collections of the Beauregard Papers in the archives of Louisiana State University.

9. Location of a blown-up section of Zimpel's Map of New Orleans copyrighted in 1833. This map shows a house on lot No. Two under the name of Baron.

10. Discovery of a map entitled "Department of the Gulf Map No. 5 Approaches To New Orleans. Prepared by order of Maj. Gen. N. P. Banks, Henry L. Abbot, Capt. and Chief Top. Engrs. Feb. 14 ...1863..." (This map shows the location of the Cantrelle property with outbuilding in 1863.)

11. Discovery of a contemporary sketch of the De La Ronde plantation, together with a number of manuscripts establishing claims for war damage. These papers include testimonials from Andrew Jackson, some of his generals and other contemporaries.

12. Selection of extracts from the Autobiography of James Gallier, Sr.

13. Location of valuable information of a miscellaneous character relative to the history of the park. (Submitted in Appendix).

The report on the assignment is being submitted in three separate parts:

Part I - Evaluation of the Marker Program of Chalmette National Historical Park with Recommendations for Revision. (Submitted April 26, 1951).

Part II - History of the Rene Beauregard House Appendix

Part III - Rene Beauregard House Photographs and Documents

PART II

History of the Rene Beauregard House

History of the Rene Beauregard House

Less than a hundred yards from Jackson's battle line at New Orleans, graced by a grove of picturesque oaks festooned with hanging moss, stands the crumbling ruins of a once proud villa, generally known along the Mississippi plantation coast as the Rene Beauregard House, or Bueno Retiro. Encroachments of time and the river have wrought many changes during the past 35 years of its empty, ghost-like existence — changes both in structure and in setting. Structural changes of natural decay during the past decade have been greatly abetted by wanton vandalism that has left the building all but a shambles. [See Part III - recent photographs pp.XXV-XXXI.] Relentless too has been the erosive action of the river which has resulted in a continued foreshortening of its once lovely lawn.

Cloaked in a veil of misconception and misinformation, the house has seldom if ever been presented in its true perspective. The date of its construction, the builder, the architect, the chain of legal ownership, and pertinent information relative to the character of the property have remained much of a mystery.

Apparently with the exception of the preliminary investigation of Historian Dawson Phelps in his report of November 18, 1948, and of the more extensive researches of Mr. Sam Wilson, Architect of

New Orleans, both of which are in manuscript form, information about the house has followed with monotonous consistency fabrications set forth in a number of newspaper articles by John Coleman published in the 1920's and 1930's. Recent authors have been content to accept these fabrications without question until repeated sufficiently often they have become accepted as truth.

To mystery and romance Coleman added glamor — the magic name of Gallier and a Spanish title, the Marquis de Trava. The date of construction he gave as 1840. The origin of this legend, for such it has become, is a particularly fascinating one. Coleman was no doubt quite sincere in his description of the house and its origin, but on what chain of circumstance, association, and misinterpretation did he base his story. Frequently legend has some basis of fact in part, though the whole may represent a strange distortion of truth.

The Legend of Gallier, the Marquis de Trava and 1840

Something of the manner in which an embryo legend develops may be seen from a reading of Gallier's Autobiography, an examination of the Gallier Manuscript Collection (Tulane University, New Orleans, La.), and an investigation of court records - Notarial Acts of the period.

In view of the repeated statements by Coleman and various authors, including the Architect Ricciuti, that Gallier, Sr., was the architect for the Beauregard House, an examination was made of the Gallier Manuscript Collection at Tulane University in an effort to establish what, if any, connection Gallier, Sr., had with the house.

There are at present two separate collections of Gallier manuscripts at Tulane -- one in the custody of Professor B. L. Pickens of the School of Architecture, and the other in the custody of Dr. Garland Taylor, Director of Libraries. Every courtesy was offered in making these collections available to the writer.

The first of these collections was secured by donation from Mr. Sylvester W. Labrot in December 1948. There are approximately 500 items in this collection, an examination of which revealed nothing that would establish Gallier's connection with the house; nor did the examination of the other collection of some 100 items prove more fruitful.

An excellent presentation of 94 of the most important of the Gallier manuscripts is to be found in the centennial exhibition catalogue prepared by Mr. Sam Wilson, entitled "James Gallier, Architect, An Exhibition of His Work, presented in commemoration of the Centennial of the City Hall by the Louisiana Landmarks Society

and the City of New Orleans at the City Hall Lafayette Square New Orleans, November 10-19, 1950." A copy of this catalogue, through the courtesy of Mr. Wilson, accompanies this report. [See Part III, p. 7

This is an invaluable guide in that it offers an authentic representation of Gallier's work which is so frequently misrepresented in various publications.

In the smaller collection of the Gallier manuscripts there was found an interesting item entitled, "Sketch for a Hotel at Havanna 1840." On pages 37-38 of Gallier's Autobiography there appears a somewhat detailed account of this venture which serves to definitely establish the association of Gallier's name with Spanish nobility:

> ..."A gentleman calling on me in 1842 stated that while at Havanna, whence he had just returned, an agent of Count O'Reilly had requested of him that, on his return to New Orleans, he would obtain from the architect of the Saint Charles Hotel a plan for a new hotel, which Count O'Reilly intended to have built at Havanna. I replied that without a plan of the ground and the adjoining property I could do nothing. He advised me to go myself to Havanna and see the count, who would give me all the information I might require. I asked whether he considered it worth the trouble to enter upon a business of this kind without having some certainty of compensation for my time and expenses. He replied that Count O'Reilly being one of the richest noblemen of Cuba, he might of course be relied on for fair dealing in anything he should undertake. I therefore decided upon going to Havana, and when introduced to Count O'Reilly, he received me politely, stated his intention to build a large hotel, and directed his agent to procure all the information I might desire. Having obtained this I returned to New Orleans, made out a full set

of plans, and specifications in English and in Spanish, and an estimate of the whole cost. Having prepared everything, I set off again for Havana, where, on my arrival, the agent informed me that Count O'Reilly was at his plantation in the country, but would return to town in a few days. It was then the month of May, the rainy season had set in, and I remained at Havana for three weeks in the daily expectation of seeing the count return, but still he did not appear. The agent then said that the roads had become so impassable, he could not say when the count could reach the city. He therefore advised me not to remain any longer at that time, but to leave the plans with him, and he would present them to the count on his return. I did not like the idea of leaving the plans in his possession; so I placed them in the custody of Messrs. Drake and Co. with instructions that one thousand dollars should be placed in their hands for me before possession of the plans should be given to the count, for by that time I had heard many unfavorable reports of the count and of his agent in matters of business.

"I returned to New Orleans, and in a short time wrote to the count respecting the hotel, but he never replied to me. Drake and Co. informed me that on the return of the count they told him they had possession of the plans, and of my instructions as to their delivery; that the count told them he had changed his intention of building an hotel, and should therefore not require the plans at all. After some months had elapsed they sent me back my plans, and I never received any compensation for my labours, loss of time, the expenses of the two voyages to Havana and back, besides time lost in waiting there for several weeks. I had at one time intended to sue the count for compensation of my claims; but was dissuaded from that course by persons who knew how hopeless a thing it was for a stranger to get any compensation through the medium of the law, or the lawyers at Havana, against a wealthy native with unlimited means of defence."

Thus, Gallier's name is linked with Spanish nobility at a significant date - 1840. The association, however, was certainly not a happy one. [Gallier's Sketch Plan shows the date as 1840, while his Autobiography shows it as 1842.] It will be recalled that 1840 is

generally credited in published accounts as the year the Beauregard House was built.

While investigating the Notarial Acts in the progress of preparing an Abstract of Title, a chance discovery revealed that Jose Antonio Fernandez, who purchased the Beauregard House in 1866, made a deposit of registry November 20, 1875 of a sum of $5,000 which represented a donation to Mrs. Carmen Lesseps, his wife, by Juan Fernandez y Lineros in grateful appreciation of courtesies extended him on a visit to New Orleans in 1866. /G. Le Gardeur, Jr. July-Dec. 1875-1876 No. 762./

This document has a number of significant possibilities, for it establishes the fact that Jose Antonio Fernandez had a brother in Havana, Cuba, born in Malaya, residing in the capital, called O'Reilly. Does this offer an important clue as to the identity of the Marquis de Trava?

For sometime Dr. George Raffalovich, genealogist and free lance reporter of New Orleans, has been conducting research in an effort to establish the identity of the Marquis de Trava. From an examination of the New Orleans City Directories from 1886 to 1921 he has found repeated association of the name de Trava with that of Fernandez. Some of the Directory findings include:

1887, Jose A. Fernandez de Trava, prof.
Tulane Uv. 175 Ursulines

1889, Joseph A. Fernandez de Trava,
editor El Moro de Pas., res.

1892, Joseph Fernandez de Trava, professor
of languages, Francis chemist, both
same address

1902, Joseph A. Fernandez de Trava, foreign
corresp., 110 Tchoupitoulas res.
1209 Ursulines

Dr. Raffalovich notes: "Apparently he [Jose Antonio Fernandez] died in 1906, as I found in 1907: Carmen, widow Joseph A. Fernandez de Trava (it's under the 'D' now) res. 1505 N. Prieur."

In 1908 the Directory shows a Mrs. Joseph A. Fernandez res 1570 N. Miro; in 1916, Mrs. J. A. De Trava Fernandez 1570 N. Miro. The last entry of Mrs. Joseph A. Fernandez was in 1921.

Could it be that Jose Antonio Fernandez never used the title Marquis de Trava because it was the rightful title of his brother, Juan Fernandez y Lineros of O'Reilly, Havana, Cuba? Is there any connection between the Marquis de Trava and Count O'Reilly? Was it a home that Gallier, Sr., was supposed to have built for the Marquis de Trava, or a hotel? From such woofs the fabric of legend is often spun.

The Builder?
The Date of Construction?
The Architect?

It is thus evident that Gallier, Sr., did not build the Beauregard House in 1840 for the Marquis de Trava. Did he build it for

anyone else? If so, when? Is it possible to completely disassociate Gallier, Sr., from any connection with the house? Could Gallier, Jr., have been the architect, thus accounting for the persistent association of the Gallier name with the house? When and by whom was the Beauregard House built?

The search for the answers to these questions led through many blind alleys, dead-end streets, and devious by-paths. There is of a certainty no royal highway to investigation. Frequently the less obvious angles of approach proved the most successful. Some of the main paths that the investigation followed led to an examination of Census Records, Notarial Acts, Succession Records, Mortgage Records, Contemporary Newspaper Files, Contemporary Map Files, Records of the Recorder of Births and Deaths, Marriage Records, Church Records, Directories, General Land Office Records, Tax Assessments, Claims — Petitions for Property Damage of War, Published Sources —, Guides to New Orleans, and Photograph and Sketch Files. To these avenues of approach were added interviews with descendants of contemporary families and an examination of all available collections of family papers.

As the investigation proceeded the story gradually began to evolve. Having previously established the ownership of the property in the battlefield area from the Abstracts of Title, it was thought the Census Records might assist in determining what year the property

first served as a dwelling. With this purpose in mind, an examination was made of the census for the years 1820, 1830, and 1840 for the names of persons living in the general and immediate locale of the Beauregard property:

Census of 1820

Parish of St. Bernard

Heads of Families

Ducros
Philipon
Guichard
Paul Lanurve (?)
R Ducros
Jumonville
Villere
Lacoste
Laronde
Bienvenu
Pierre St. Amant
Proraux
Montgomery
Larguille
Veuvel (?) Deslandes
Bienvenu fils
Veuve Rousseau

Grand total Free white Males & Females 667

Grand amount of all Population 2,635

Census of 1830

Parish of St. Bernard

L. G. Hilisberg
B. Trime
Darcantel
Juan Chroughilla
Urbin Picou
James Currel
Murphy
Louis Bruguiere
P & B. Languille
J. J. Roman
William Montgomery
Prevost
Joseph St. Armand
Antoine Bienvenu
D. Delaronde
Louis
Jachim Dominguez
Pierre Lacoste
Villere
Jeronimo (?) Salpy
Simon Pueullu (?)
R & P A. Ducros
Celestin Chiapella
Magloire Guichard
Philipson Junior
Beauregard

White Males 448
White Females 332
Free colored persons 57

Census of 1840

L. G. Hilligster
Benoit Treme
_____ Darcantel
Frederick Roy
Alex Chivalon (?)
_____ Peymox (?)
Nussilh (?) Bienvenu
L. Languille
_____ Lombard
E. Prevost
E. Villavasse
* Widow Baron

M. Villavasso
A. Passlet (?)
_____ Dominguez
_____ St. Amand
_____ Collade
_____ Darthenet
L. M. Bienvenu
F. H. Bienvenu
L. Catoche (?)
Jean Menard
Paul Triumph
Michel Freydicker (?)

It will be noted that neither the census of 1820 nor 1830 shows the property as being inhabited. However, the 1840 census shows it as being occupied by the Widow Baron. Who was the Widow Baron? She was the former wife of Alexander Baron, an attorney of New Orleans. Before her marriage she was Marie Anette Malus, daughter of Guillaume Malus and Marie Magdeleine Parnetier Malus. Guillaume Malus, one of the best known of the New Orleans iron workers, had died in 1822.

On February 28, 1832 Baron was granted full power of attorney by his mother-in-law. [Pollock Bk. 42, No. 133.] A few weeks later Louis and Hilaire St. Amand, free men of color, offered for sale at public auction 5 lots of the former estate of Ignace DeLino Chalmet. They had acquired this property in 1817 from Pierre Denis De La Ronde, who in turn had obtained it as the result of a suit against the Widow Chalmet.

The Louisiana Courier of March 7, 1832 carried a notice of this sale. The notice, which was discovered by Mr. Sam Wilson, appears as follows:

Louisiana Courier - March 7, 1832

Sales at Auction by J. Le Carpentier & Company

On Friday the 23 d inst. at 12 o'clock at Hewlett's Coffee House, will be sold,- 10 arpens of the Plantation of Messrs. Helaire and Le St. Amand five miles below New Orleans, and known by the name of Battle Ground. Of these ten arpens six are situated at the upper limit of the plantation on the side of the city- The two first arpens contiguous to the boundry of Mr. Edward Prevost's property, reach only 15 arpens more or less in the depth; and the four other arpens go to 80 arpens in depth. The 4 arpens at the lower limit are contiguous to the plantation of Antoine Bienvenu. They are intitled to the double concession of 80 arpens, and conformably to the act of sale of Mr. Denis de la Ronde, reach as far as Lake Borgne. The sellers do not warrant this prolongation. On the 6 arpens of the upper part is found the line of defence of the American Army in 1815, and on the 4 arpens of the lower part are the four majestic Oaks, where all those who come to visit the field of battle generally end their walk. The proximity of the city, and the improvements of the lower part in commerce and industry, are a sure warrant to capitalists and speculators that they will place their funds advantageously.—Those lots would suit for brickyards, saw-mills, and gardens.

Terms-1/3 at six months, 1/3 at twelve and 1/3 at twenty four months, in approved endorsed paper, with mortgage till paid. The cost of survey and of sales to be paid by the purchasers. The plan will be deposited at the Exchange a few days before the sale.

march 7.

The rough sketches, prepared by Mr. Sam Wilson and traced by the writer, serve to give some idea of the changing property lines in the Beauregard property area from 1813 - 1832. See Part III p. V7

On April 10, 1832 Baron purchased lot No. 2. [Carlile Pollock Bk. 42, f. 205. See plan by Allou D'Hemcourt of March 15 showing location of the lot. Plan now missing from Act.] On May 18, 1833 Widow Malus acquired the property from Alexander Baron [William Boswell, May 1833].

There is nothing to indicate that there was a house on the property at the time of purchase. However, a year later both house and outbuildings are shown on Zimpel's Map of New Orleans. [See Part III, p. VI for blown-up section of map.] It would therefore appear that Baron authorized the construction of the house within a year of the date of purchase either on his own initiative or that of his mother-in-law.

Soon thereafter Widow Malus took up her residence there. At that time Baron and his wife were living in their town house. About a year later he sold his household goods and decided to return to his former occupation of mariner and trader. While he was absent on voyages between New Orleans and Tampico, his wife resided with her mother in St. Bernard Parish. [Inventory C. A. Baron 1836: Succession 1835.]

At first on returning from his voyages Baron "took his abode at the domicile of his late mother-in-law the widow Malus in the Parish of St. Bernard." However on his last return he resided in New Orleans where he died, aged 45, without issue, December 5, 1835 "at six oclock P. M. at the Domicile of Widow Blondeau situated at the corner of St. Ann and Royal Streets."

Claude Alexander Baron was a native of Houfleur, France, Department of Calvados, in the Kingdom of France, legitimate son of Charles Leonard Lebaron. (State of Louisiana, Parish of Orleans, Recorder Births and Deaths Office, the seventh December(1835).)

A few months earlier Widow Malus had died, September 16. Further indication that the house on lot No. 2 was owned by the Widow Malus is the fact that no mention is made of this property in the succession of Baron. Inheriting the property from her mother, jointly with her brother Francois Malus, Widow Baron continued to reside there for at least the next 15 years.

If the house erected in 1833 for Widow Gillaume Malus is the present Rene Beauregard House, then it can be definitely stated that Gallier, Sr. had no connection with it, for he did not arrive in New Orleans until the later part of the year 1834, at which time James Gallier, Jr. was seven years old. By 1850 James Gallier, Sr. had retired from business because of ill health. (Gallier's Autobiography).

Was James Gallier, Jr. the Architect? Any connection of Gallier, Jr. with the house would be during the period 1856-1866 when the property was owned by his wife's grandmother, Widow Michel Bernard Cantrelle (Caroline Fabre) or in the two years immediately preceding his death in 1868 when the property was in the possession of Jose Antonio Fernandez y Lineros, sometimes known as the Marquis de Trava.

When Widow Cantrelle purchased the property for Francois and Lucien Malus, April 11, 1856, (Amedee Ducatel N.P.), the price $6,300, would indicate that the original house still stood. Apparently Widow Baron was residing there at the time of its purchase. Though she had

donated her "undivided half" of the property to Lucien Malus September 29, 1848 (Lucien Herman, N.P.) the census of 1850 shows her as still residing in the house.

It would thus seem evident that the original house stood as late as 1856. Three years before the purchase of the property by Widow Cantrelle, James Gallier, Jr. had married, September 1853, Aglais Villavaso, daughter of Martin Villavaso and Josephine Cantrelle Villavaso, a well known Creole family, highly esteemed by James Gallier, Sr. For a number of years Martin Villavaso, together with his father-in-law, Michel Bernard Cantrelle, had operated a sawmill, known as the Battle Ground Saw Mill, next door to the Beauregard House property, during which time he had pleasant social and business relations with the Galliers. This sawmill was located on lots Three and Four and later Five as shown on d'Hemecourt's plan dated March 15, 1832. Lots Three and Four were purchased at auction by Michel Bernard Cantrelle, April 10, 1832 at a price of $7,300.00 and $7,900.00 respectively.

Only on the assumption that Widow Cantrelle ordered the construction of a new house could James Gallier, Jr. have been the architect of the present house. Certainly if such were the case it would be natural to assume that she would have employed the services of her grandson-in-law, who was then enjoying quite a reputation as an architect in New Orleans.

Did Widow Cantrelle build a new house or did she extensively remodel the original? The answer might be found in a careful examination of the house by a competent architect. Such an examination has been made by Mr. Samuel Wilson and the result of his findings are described in a letter to the writer of January 2, 1952:

> ". . . The mouldings of all the trim, interior and exterior, is of a heavy late Greek revival character. The plaster mouldings of the column caps are also of the same character. Unless some evidence could be found to show that these details were the result of some later and most thorough renovation, they would definitely date the

the house from the 1850 period, for mouldings and details of this character cannot be found in Louisiana at an earlier date."

Apparently these findings represent the more considered opinion of Mr. Wilson and the writer accepts them as such. It should be pointed out, however, that in 1935, Mr. Wilson, through Mr. Richard Koch, District Officer, Historic American Building Survey in Louisiana, gave the date of the house as 1840. This date was later verified by Mr. Wilson in a letter to Charles E. Peterson, former Regional Architect, National Park Service, dated December 3, 1948: "I think the date 1840 is more nearly correct than that of 1830." It should be further pointed out that the date 1840 was accepted among others, by Scott, W. S., Old Plantation Houses in Louisiana; Ricciuti, William; New Orleans and Its Environs; Smith, J. Frazier, White Pillars; and by Laughlin, Clarence John, Ghosts Along the Mississippi. The latter describes the house as follows:

"Architecturally the house forms another important step in the evolution of Louisiana architecture from the original Colonial style. The great cement-covered brick columns which supplemented the original squattish brick columns below and wooden colonettes above, and then appeared in a single colonnade, are here presented at the next stage of development - a second identical colonnade was erected at the rear of the house. The floor plan is that of the second stage, however, three rooms wide, and one deep, with a hall absent. All the rooms front and rear open onto the galleries."

In 1949 Messrs. Eric Gugler and William Platt, both architects of New York examined the Beauregard House in some detail. Gugler was of the opinion that the house was built prior to the Civil War, possibly in 1830-1840. (Memorandum of former Regional Historian Roy E. Appleman to Superintendent, Fredericksburg and Spotsylvania National Military Park, Fredericksburg, Va., dated January 5, 1951).

It will be observed from Mr. Wilson's examination that two possibilities exist:

1. The present house was constructed in the 1850's.
2. The present house is of an earlier date, but the mouldings of all of its trim, interior and exterior, would indicate a thorough rennovation since 1850.

Let us explore both of these possibilities. During the period 1850-1860 the census evaluation of the property increased from $3,000.00 to $10,000.00. By 1860 Widow Cantrelle had been in possession of the property for four years. Could it be that this increase indicates either the construction by her of a new house or extensive renovation of the old? In either case it might be expected that such construction or improvement would be reflected in the assessment rolls of the Parish. A check of the incomplete rolls revealed that the "Assessment Roll for the Parish of St. Bernard 1861" of "M^{me} V^{e} Cantrel" shows""Quantity of Land in Each Tract or Lot and description by boundaries - 15 (acres)" and "Cash Value of all lands and LOTS OF GROUND owned or claimed whether patented or not, with all Houses, Fixtures and Improvements of every kind appertaining thereto, and all Machinery, neat Cattle, Horses and Mules, attached to said land as a farm or Plantation - $3,000." In 1865 the "Cash Value" is shown as $2,500. By 1873, it had increased to 20 acres with an evaluation of $9,000.

The purchase price of the property by Widow Cantrelle, as previously stated, was $6,300.00. This would indicate that the original house stood as late as 1856. The sale price in 1866 was $8,000 (Amadee Ducatel July 5, 1866). The difference - $1,700.00 - would not seem sufficient to support the theory that Widow Cantrelle built a new house even when allowance is made for the deflated property values which resulted

from the Civil War. It would seem that the scarcity of materials at this time could well have made new construction sufficiently high to counter balance to a large degree the deflated property values.

It should be further observed that this sum does not necessarily reflect improvements solely to the dwelling house. The increase might well be attributed to the construction of outbuildings or to marked improvement of the grounds such as orchard planting. That numerous outbuildings existed on the property in 1860 may be seen by reference to the Civil War map entitled "Department of the Gulf Map No. 5 Approaches to New Orleans,prepared by order of Maj. Gen. N. P. Banks, Henry L. Abbot Captain and Chief Top Engineers." Unfortunately no assessment roll was found for the year 1850. It is significant, however, that the greatest assessment increase (to the amount of $6,500.00) here found, occurred from 1866-1873 during the first seven years of ownership by Jose Antonio Fernandez y Lineros. It could well be that the possible extensive renovation of the house to which Mr. Wilson refers occurred during this period. Supporting this belief is the fact that at the time of his purchase of the property in 1866 the house had neither a west nor an east wing. Verification of this is found in the auction sale notice published prior to June 28 (see attachment to Act No. 87 Amedee Ducatel Jan.-July 1866, Notary "5 Juillet 1866 Vente de propriete par Madme Caroline Fabre V^vv Mr. B. Cantrelle à J. A. Fernandez y Lineros) which describes the property as follows:

> "A beautiful two-story brick building, slate roofed, containing three rooms on the ground floor, and three on the first story, gallery front and rear, pantry, cabinets, etc. brick kitchen, stables for six horses, carriage house, hay loft, negro quarters, etc., also a splendid orchard containing every variety of rare fruit trees and vegetables, a beautiful flower garden, containing the choisest plants to be found."

There is a definite possibility that between 1866-1873 the west wing was added and that the house was given a rather thorough renovation. It would seem logical to assume that if this work had been done within this period it would have been begun shortly after its purchase. If done prior to 1868 it is quite possible that James Gallier, Jr. was employed as the architect.

The addition of a wing and even a rather thorough renovation of the dwelling would hardly seem to justify an increased assessment of $6,500.00. Further investigation revealed that a considerable portion of this increase resulted from the purchase by J. A. Fernandez September 24, 1866, from Mr. Celeste Cantrelle of lot No. One (Phillipe Toca, N.P.) Though the purchase price is not given it is assumed that it was approximately $3,500-$4,000. On February 27, 1873, Fernandez sold the lot to Mrs. Carmen Ribas, wife of Auguste Lesseps for $4,000.00 (Gustave Le Gardeur, N.P.).

Additional evidence supporting the belief that the present Beauregard House is, with the exception of its exterior mouldings and interior trim (neither wing now stands), the original of 1833 may be summarized as follows:

1. The advanced age of Widow Cantrelle

   (When the widow purchased the property in 1856 she was 63 years old. Her age, though not necessarily so, would seem to have been a deterrent to the likelihood that she would have torn down an existing dwelling that was apparently in good repair, to build a new house.

2. Church Record - "Souvenir Program St. Maurice Church Fair St. Maurice Ave., 8 Chartres St. New Orleans held at Friscaville Park Street, Bernard Parish April 27-28-29, 1912":

(In a rather detailed history of the early and subsequent land ownership of the Parish, the author, quite possibly a priest, states: "Next came the Etienne Villavaso property. The succeeding properties were those which became the homes of Rene Beauregard, son of General G. T. Beauregard, after having been in possession of Madam Baron; then Martin Villavaso who had married Miss Cantrelle."

Note: Here is a significant statement to the effect that the house Rene Beauregard purchased was the one that had been in the possession of Madam Baron.

3. Contemporary description of the house (1860). - Alexander Walker's Jackson and New Orleans quoted in Zacharie James S. New Orleans Guide... The News Co. 1891 pp 301-302:

"Let us survey these famous lines of Jackson's. Time has spared many memorials of the great achievements which we relate. The scene of these events has experienced slighter changes in the last forty years than the arena of any similar occurrences in this land of change and progress. As if to rebuke the deficiencies of our historical records, nature has preserved (1860) in almost their original state the physical characteristics of the scenery associated with the most glorious victory of American arms ... Here he will command a splendid view of the whole scene of the campaign. He will preceive the embankment, somewhat worn by time and the elements, behind which Jackson's men stationed themselves. He can trace it clearly and distinctly from the river to the swamp, the ground near the river having been more exposed to the action of the plow and the tramp of men and cattle. The river having caved some hundred or two feet, the line of the levee has been slightly changed, and the road has worn away the mound and the vestiges of the redoubt on the extreme right. There is a handsome villa, quite ancient, too, in aspect, standing near the road in the centre of the lines and about a hundred yards from the ditch. This, however, has been built since the war." (Underscoring by the writer).

Note: The "handsome villa" here located and described by the able historian Walker would definitely appear to be the Rene Beauregard House. Notice that in 1860 it is described as "quite ancient too in aspect". Such a description would not be applicable to a newly constru cted house.

4. Newspaper Auction Sale Notice in 1866.

[The notice previously referred to (the time of the sale of the house by Widow Cantrelle) makes no mention of a newly constructed house. Had such been the case it is natural to assume that the notice would have used it as one of the attractive selling points.]

Though more definite evidence might well be desired to prove conclusively that the present Rene Beauregard House is the one erected in 1833 by Alexander Baron for Widow Guillaume Malus, the weight of evidence would indicate that it is.

Such a conclusion would divorce the possibility that either James Gallier, Sr. or Gallier, Jr. was the architect though possibly the latter may have been employed in a renovation of the house by Widow Cantrelle or in the construction of the west wing with general renovation by Jose Antonio Fernandez y Lineros. The latter possibility would seem the more likely to require Gallier's architectural service and certainly the more than tripled assessment rolls by 1873 point to this period as the one during which the most marked additions and alterations were made. Then too these improvements would appear to be more in keeping with the ambitions of a Spanish nobleman than of an elderly widow. If Gallier, Jr. were so employed it would place the improvements between 1866-1868 for in the latter year he died. (He died at his house 278 Royal Street, May 16, 1868 at 7:30 aged 41. (New Orleans Times May 17, 1868). The association of the Gallier name with the house may, however, rest solely upon the fact that Gallier, Jr. married the granddaughter of the Widow Cantrelle. Since his wife's parents, Martin and Josephine Villavaso, lived next door to the Widow, he was quite likely a frequent guest in both houses.

'THE ANTE BELLUM YEARS

The Ante Bellum Years

Innovation and Change

During the period of ownership of the Widow Baron the Beauregard House witnessed a number of significant changes in the life of the Parish. An event of signal economic importance to the community was the construction of the Mexican Gulf Railroad. By May 1840 the railroad was in operation from the depot at Good Children Street to Versailles. An announcement of its schedule appeared in The Courier May 1, 1840:

"Mexican Gulf Rail Way Company
Summer Arrangement
Commencing on Sunday the 3d instant, the locomotive will run during the summer months every day, from the depot in Good Children Street to Versailles or further, as the road may progress, at the following hours:

Week Days

Depart	Return
At 7 o'clock, A. M.	At 9 o'clock, A. M.
At 5 o'clock, P. M.	At 6 1/2 o'clock, P. M.

Sundays

At 4 o'clock, A. M.	At 8 o'clock, A. M.
At 10 o'clock, P. M.	At 11 o'clock, A. M.
At 1 o'clock, P. M.	At 2 o'clock, P. M.

W. M. Furst
Secretary."

The route that the railroad followed is shown on "Plan of a Tract of Land Situated in the Parish St. Bernard left bank of the Mississippi River about 4 miles below the City Dec. 7, 1867," signed W. H. Bell. [Book 9 Folio 23, Notarial Archives, N. O.] The plan shows the Mexican Gulf Rail Road right-of-way through the battleground area and the northern limits of the Beauregard property. Later this railroad was extended to Proctorville.

Passenger traffic on the railroad must have noticeably increased as the result of the purchase, February 19, 1855, of the Pierre Bachelot property for $5,000 by the State of Louisiana for the purpose of memoralizing the battlefield of New Orleans. [Guyol, Theodore, Notary Jan.-March 1855, Acts No. 31, Folio No. 102.] Interest in the area increased as plans progressed for the erection of a suitable monument. A contract for the monument was awarded June 28, 1855 by the Jackson Monument Association to Newton Richards and John Stroud & Company at a specified cost of $57,000. [Guyol, Theodore, Notary April-June 1855, Acts No. 32, Folio 417. Note: For monument specifications see appendix. The monument, however, was not completed until December 1908. Authorization for its completion was made by Act of Congress March 4, 1907 with an appropriation of $25,000. It was erected under supervision of army engineers. (See letter of Karl L. Trever, National Archives, to Russell A. Gibbs, February 6, 1951.)] Appendix p. 56-57.

Many of the visitors who came to the battlefield paused to

admire the "handsome villa" with its stately lawn, its beautiful flower garden and its well cultivated fields. No visit to the battlefield, however, was complete without a stop at the Delaronde plantation, with its beautiful grove of live oaks. Occupied by the British and used as a hospital following the heavy battle casualties of January 8, 1815 this famous sugar plantation, the pride of the Parish, was placed on the auction block the year Baron purchased lot No. 2 of the St. Amand tract.

The Louisiana Courier of March 7, 1832 carried this notice of sale:

"Court of Probates
Parish of St. Bernard
Estate of Marie Elizabeth Eulalie
Guerbois, widow of Pierre Denis de la Ronde

In compliance with a judgment of the court of probates in and for the Parish of St. Bernard, made date of the sixteenth of the present month of February, the following property will be exposed to public sale, to wit:-

1. A Sugar Plantation

Situated in the Parish of St. Bernard, at about six miles below the city of New Orleans, and on the side of the river, bounded above by lands of Antoine Bienvenu, Senior, and below by lands of Pierre Lacoste, and measuring 12 arpents front to the river by a depth according to the title. The said plantation opens of (?) about seven degrees, and at a depth of about forty arpents in the lower limit of nine arpents or thereabouts on a line running eastward -- thence on a line running north 17 deg. 30 min. east. On the premises are to be found two canals emptying into Bayou Lanrier (?) which leads to Bayou Mazan and communicates with Lake Borgne.

The said plantation is one of the most valuable in Louisiana, both as respects its proximinty to New Orleans,

as by the extent of arable lands and the improvements thereon. A quantity of sugar cane sufficient to produce a large crop will be planted on the same before the sale.

The edifices standing on the premises consist of a two story brick house, divided into sixteen rooms - a brick sugar house, containing a very complete Steam Engine imported from England, one Mill, living house, &c forty negro cabins, and all other out buildings required for an extensive establishment.

The said plantation will be sold together with all the implements of husbandry attached to the same.

2. One hundred and nine slaves, to wit:

Forty six men, thirty eight women, and fifteen children. Among whom are tradesmen, such as carpenters, coopers (?), sugar makers, &c. and cooks, mashers &c. and other choice slaves.

3. The horses, cattle and other animals, whatever on said plantation.

4. The Household Furniture. A valuable parcel of silver plate, and various other moveable effects.

5. - - 6. - 7. - 8

... it will be sold by the Judge of the Parish of St. Bernard, on the above described sugar estate, ... on Tuesday the 20th day of March next, at the hour of 11 o'clock, a. m. ...

The above mentioned property shall be sold agreeably to the inventories taken of the same, certified copies of which shall be deposited till the day of sale at the office of Charles Derbigny, Counsellor at Law, Royal Street, No. 128, for the information of the public.

(signed) C. Fagot, Judge
Parish of St. Bernard, Feb. 16,
1832, Feb. 2[illegible]."

Further information regarding the auction appeared in the Courier of May 24:

"Sale of
De La Ronde's Plantation
to be named Versailles
Hewlett & Raspiller, and Domingon
Auctioneers
Will sell at auction, at the new
Exchange, on Saturday, 26th instant at noon.

A Portion of the Lands of said plantation, situated 6 miles below town, and so advantageously known, as regards its situation and the elevation of the ground unparalleled even at a great distance of the neighborhood of New Orleans.

A plan of the property will be exhibited at the Exchange several days previous to the day of sale, and the amateurs of agreeable locations for country seats are requested to visit the spot, where all information they may require will be given.

The division of the property is made in lots of about one arpent front by six in depth, more or less, according to their situation. A part are fronting the river, and will be sold with the privilege of the extensive batture. The heights of this land is such that little or no levee is required . The other lots, one of which is 3 acres by about 6 in depth with the extensive mansion outbuildings and garden of the plantation, front De La Ronde and Lake Borgne's avenues, each 50 feet wide each 80 feet between them reserved in the centre of the plantation for the canal of Versailles, intended to communication from the river to the beautiful Bayou Bienvenu, which empties itself into Lake Borgne. By referring to the maps of the vicinity of New Orleans it is evident that this spot is one among the very few that admits of the practicability of execution of this so much wished for an necessary improvement, there being but a small portion of cypress swamps on the line of the canal which meets the bayou of about 100 acres from the river and being there 18 to 20 feet deep and so wide that by right, it might be called a river rather than a bayou.

In the arrangement of the plan the proprietor has reserved for the common use, draining ditches and roads on the limits of Messrs. Bienvenu and Lacoste's plantations and secured to the

purchasers the practicability of rendering their lots, convenient, agreeable and useful. It is not unnecessary to remark that persons wishing to secure country seats by locating on this spot of ground, will not have the inconvenience of the sun in coming to town in the morning and returning in the evening.

The sale is made at 1, 2, 3 and 4 years credit from the 20 March ultimo, payable in notes satisfactorily endorsed domiciliated in town, and bearing mortgage.

The deeds of sale will be passed before L. T. Caire, Not. Pub., at the expense of the purchasers who will be put in possession at the expense of the proprietor. May 14."

Mr. Pierre Forrestier, attorney for the ten Delaronde heirs sold the estate April 4, 1832 to Daniel Warburg who later offered it for sale in subdivision lots. The Delaronde heirs were:

" 1° Dame Elizabeth Eulalie De Laronde Spouse of Gabriel Villere dwelling in St. Bernard Parish ...

2° Dame Heloise De Laronde spouse of Mr. Mannsel White, dwelling in this city...

3° Mr. Mannsel White acting in the name and as tutor of Mistress Eliza White his minor daughter representing her mother the late dame Celeste Elizabeth DeLaronde...

4° Dame Josephine Pepite De Laronde spouse of Mr. Thomas Searl Cunningham dwelling in Plaquemines parish ...

5° Mr. Pierre Denis DeLaronde dwelling in St. Bernard Parish

6° Dame Manette De Laronde, spouse of Mr. Casimir Lacoste planter dwelling in the parish of Orleans ...

7° Dame Adele De Laronde spouse of Mr. Pierre Adolphe Ducross, dwelling in St. Bernard parish ...

" 8° Dame Feliente De Laronde, spouse of Mr. Pierre Jacques Florentin Jorda dwelling in St. Bernard Parish ...

9° Dame Elizabeth Emilie De Laronde spouse of Mr. Pierre de Hoa dwelling in the Parish of Orleans...

10° And Dame Madeline Agelie De Laronde spouse of Pierre Forrestier dwelling in this city..."

/Louis T. Caire, Notary 4 April 1832
Vol. 19 folio 352. For photograph of this famous plantation house see Part III, p.XXXIII)

WAR COMES AGAIN TO THE PARISH

WAR COMES AGAIN TO THE PARISH

During the period of ownership of the Beauregard House by the Widow Michele Bernard Cantrelle, War came again to the Parish. Since 1699 when the British had been forced back at English Turn by Bienville, the Parish had played a significant part in the strategic defenses of New Orleans. (French Historical Collections of Louisiana Vol. 1 pp 119-122).

This time it was not the cannon of the British fleet nor her stout-hearted, red-coated soldiers that threatened the capture of the city, but rather a salty veteran of a Yankee navy, supported by the blue columns of Maj. Gen. Benjamin F. Butler. For years New Orleans had been one of the main outlets for the vast trade of the Western Country. It was natural then with the outbreak of the Civil War, that Federal strategy should be directed to the control of the Mississippi River and the capture of this great Confederate port.

In anticipation of such an attack Gen. Mansfield Lovell since the fall of 1861 had been lively engaged in strengthening the defences of the area. The general plan adopted was to have two lines of works - an interior line passing through the forts and earthworks to defend the various water approaches, and an interior line embracing New Orleans and Algiers which was designed to repel any attack by land.

Many of these defenses had been begun before Gen. Lovell's arrival under the direction of Major M. L. Smith who described the condition of the outer line of defense as follows:

> "The defenses consisted of Fort Pike and Macomb, guarding the approaches to New Orleans by way of Lake Pontcharain; of Battery Bienvenue and Tower Dupre, guarding the streams leading from Lake Borgne to the mainland between the city; of a field work at Proctorville, prepared for six guns, but not armed, guarding the approach to the city by way of the river from the Gulf ; of Fort

Livingston, guarding the approach by way of Barataria Bay; of Forts Berwick and Chine on Berwick Bay, guarding the approach by the Opelousas Railroad, and a little work called Fort Guion, on La Fouche, was nearly completed and ready for guns:

(War of the Rebellion Records of the Union and Confederate Armies Series I, Vol. VI p. 582)

"The inner line of defense, of which the Chalmette area was an integral part, had by July 1861 reached the stage of preparation described by Maj. Gen. Smith:

..."It consisted of a continuous line across the Gentilly Ridge, prepared for artillery and infantry (this work was, I think, finished but no guns mounted); of a continuous line at Chalmette, stretching from the swamp to the Mississippi, also intended for artillery and infantry about half completed...; of a continuous line on the right bank of the river known as the McGehee line, also stretching from the river to the swamp, and prepared for artillery and infantry (not more than one-sixth of the line was finished...); of a line above the city known as the Barataria line, on the right bank of the river, also stretching from the river to the swamp (not more than a sixth of the line was completed; ... of a continuous line of works about a mile and a half above Carrollton, on the right bank of the river, then known as the Victor line, intended to mount fourteen guns between the bank and the swamp (this work was about half done...); of a two-gun battery, guarding the Carrollton Railroad from Lake Pontchartrain, together with supporting infantry works (I do not think this work was then commenced); of a battery and a short infantry line, guarding the shell road and canal leading from Lake Pontchartrain to the city (no work has been done on this line); of a battery and infantry line guarding the road Bayou St. John from Lake Pontchartrain to the city (the contractor had just commenced upon this...); of a battery and supporting infantry work, guarding the Pontchartrain Railroad, leading into the city (I do not think this work had been commenced)."

[Ibid p. 582. Note: See: Abbott op.cit 'Map No. 5 Approaches to New Orleans' Part III p IX.

The total length of the intrenchments on this interior line was more than 8 miles. In all it mounted more than 60 guns, of various calibres, and was surrounded by wide, deep ditches (Ibid p. 560) Where the line crossed the river just below the Beauregard House in vicinity of the National Cemetery, it "was intended to have a battery of twelve 32 pounders and ten 42 pounders." It was felt the battery would be of sufficient strength to repel any small number of ships that might succeed in passing the forts below. Later it was decided to transfer the 42 pounders to the

steamers Carondelet and Bienville for service on Lake Pontchartrain in connection with Forts Pike and Macomb. (Ibid p. 512)

The strength of the land defenses around the city was so great that Gen. Lovell felt confident of repelling,even with the troops at his disposal, any attack that might be made by land. (Ibid p. 561). In April Major M. L. Smith was promoted to Brigadier-General and assigned the command of the interior line. Ten 32 pounders, smooth bore, and two 8-inch columbiads, only recently manufactured in New Orleans, were mounted on this line in batteries on the left and right banks of the river - half on either side (Ibid p. 563).

It was during July of 1861 that Major Smith and Brig. Gen. Hebert began the construction of a raft which was completed and swung into position about the middle of September, stretching from Fort Jackson to Saint Philip.

Major General Lovell described the obstruction which he greatly strengthened as follows:

> "It consisted of cypress trees 40 feet long and averaging 4 to 5 feet at the larger end. These were placed longitudinally in the river, about 3 feet apart, so as to leave a water-way. These were held together by (or rather strung upon) 2½-inch chain cables, which were passed through mortices in the underside of the logs and held in place by heavy iron staples. To give it stiffening large timbers, 6x4-inches, were securely pinned down transversely to the upperside of the logs. This raft was placed in the river by securing the chains on the left bank to large trees, they were fastened to crabstans and to immense anchors buried in the ground and held by heavy timbers.... The depth of the river being about 130 feet at that point, this required an immense amount of chain which was difficult to procure"... (Ibid p. 564).

The difficulty of anchoring such a heavy raft as this in the Mississipi arose from the fact that the bottom is a shifting sand and that in high water the swiftness of the current moved out the anchors from the bottom. These conditions were heightened by a storm in early March which piled up driftwood to such an extent that the raft broke its moorings. Immediately steps were taken to replace it.

The position of the raft was fixed after a consultation with General Beauregard. A long boom was constructed to stretch diagonally across the river above the forts so as to shed the drift over through the opening. The fate of this raft, however, proved no happier than the other for it was swept away in a storm Friday night, April 11th just two days before the Federal fleet opened fire on the forts below New Orleans. (Ibid p. 513)

On April 13, Federal guns opened fire on Forts Jackson and St. Philip and maintained it at intervals for five days when the mortars of Porter's fleet joined to greatly intensify the attack. "With but a single intermission of a few hours", writes Gen. Lovell, "a bombardment was kept up for seven days and nights which for great rapidity and wonderful accuracy of range has no parallel. More than 25,000 shells were thrown, of which not less than one-third fell within the limits of Fort Jackson..." (Ibid p. 517).

Failing to reduce the forts, Farragut, in one of the most brilliant and dramatic naval operations of the War, ordered his fleet to run the batteries. With the signal of "two ordinary red lights" the fleet had gotten underway about 5 minutes to 2 o'clock a.m. April 24th. The advance was made in two columns past the barrier of chairs, the Cayuga leading the right to engage Fort St. Philip, the Hartford (Farragut's flagship) the left to engage Fort Jackson. Moving up in support of the left column came Porter's mortar fleet which poured a terrific fire of shells into Fort Jackson.

In his semi-official report of the engagement Farragut writes:

..."This affair was what I call one of the little elegancies of the profession; a dash and a victory, but the passing of the Forts Jackson and St. Philip was one of the most awful sights and events I ever saw or expect to experience. The smoke was so dense that it was only now and then you could see anything but the flash of the cannon and the five ships or rafts.... At length the five slackened, the smoke cleared off, and we saw to our surprise, that we were above the forts..." (Official Records of the Union and Confederate Armies in the War of the Rebellion Series I Vol. 18 p. 154)

Having successfully passed the forts, Farragut dispatched Captain Boggs to the Quarantine Bayou and around to Commander Porter to inform him of the success of the fleet and to demand the surrender of the forts. A dispatch was also sent to General Butler informing him that the way was clear for him to land his forces through the Quarantine Bayou.

Leaving two ships to protect the landing of Butler's troops, Farragut proceeded toward New Orleans. He described the advance:

"Owing to the slowness of some of the vessels, and our want of knowledge of the river, we did not reach the English Turn until about 10:30 a.m. on the 25th, but all the morning I had seen abundant evidence of the panic which had seized the people of New Orleans. Cotton-loaded ships on fire came floating down, and working implements of every kind, such as are used in shipyards; the destruction of property was awful."

"We soon descried the new earthwork forts on the old lines on both shores. We now formed and advanced in the same order, two lines, each taking its respective work. Captain Bailey was still far in advance, not having noticed my signal for close order, which was to enable the slow vessels to come up. They opened on him a galling fire, which caused us to run up to his rescue. This gave them the advantage of a raking fire on us for upward of a mile, with some 20 guns, while we had but two IX inch guns on our forecastle to reply to them. It was not long, however, before we were enabled to bear away and give the fort a broadside of shells, shrapnel, and grape, the Pensacola at the same time passing up and giving a tremenduous broadside of the same kind to the starboard fort, and by the time we could reload, the Brooklyn, Captain Craven, passed handsomely between us and the battery and delivered her broadsides and shut us out. By this time the other vessels had gotten up and ranged in, one after another, delivering their broadsides in spiteful revenge for their ill treatment of the little Cayuga. The forts were silenced and those who could run were running in every direction. We now passed up to the city and anchored immediately in front of it, and I sent Captain Bailey on shore to demand the surrender of it from the authorities..."

> The levee of New Orleans was one scene of desolation; ships, steamers, cotton, coal, etc., were all in one common blaze and our ingenuity much taxed to avoid the floating conflagration". (Ibid pp. 155-159)

Shortly thereafter the city surrendered. On the evening of the 29th Captain Bailey brought word that the forts had surrendered to Commander Porter. After an heroic resistance mutiny had finally forced their surrender. Butler came up the same day.

The gallery of the Beauregard House would have offered an unrivalled vantage point to have viewed these exciting operations but there is no evidence to indicate that the Widow Cantrelle so used it, nor that the house suffered any damage from shell fire. With her one slave, and Placide Villera, his wife and three small children, she probably sought shelter on the lower floor. (Assessment Roll for Parish of St. Bernard 1862.)

Years later two warriors of the "lost cause" were to find shelter in the house - Major Rene Beauregard and his illustrous father Gen. Pierre Gustave Toutant Beauregard, a native of the Parish who ordered the firing on Fort Sumter - the shot that plunged the country into four desperate years of civil strife.

THE POST WAR YEARS

Shortly after the end of the Civil War, when Louisiana and the Parish were still smarting from the restrictions of Reconstruction, Jose Antonio Fernandez of Lineros, July 5, 1866, purchased lot No. Two with its dwelling and outbuildings from Widow Michele Bernard Cantrelle, (. A. Ducatel, N. P. Acts No. 87 Jan.-July 1866). The appearance of the property at this time is well described in the Auction Sale Notice op.cit. attached to the Act.

"Splendid Summer Retreat Five Miles Below New Orleans, fronting the Mississippi River, and one mile from Dauphine Street cars.

By Forstall & Spear - Placide J. Spear, Auctioneer-Office No. 16 Exchange Alley-at the Merchant's and Auctioneer's Exchange, Royal Street, between Canal and Custom House Streets. —

"THAT SPLENDID SUMMER RETREAT, situated in the parish of St. Bernard, in this State. left bank of the Mississippi, heretofore forming part of the Hilaire and Louis St. Amand plantation, about five miles below the city of New Orleans, designated the No. 2 on plan drawn by Allou d'Hemecourt, said portion of ground measures 204 feet 10 inches front to the Mississippi river, or the line A B of said plan, and running in depth between two lines closing at a point to the letter D-2748 feet 9 inches on the upper limits of the line No. 1, and 2834 feet 6 inches on exterior limits of the No. 3, together with all buildings and improvements thereon, which consist of a beautiful two-story brick building, slate roofed, containing three rooms on the ground floor, and three on the first story, gallery front and rear, pantry, cabinets, etc. brick kitchen, stables

for six horses, carriage house, hayloft, negro quarters, etc., also a splendid orchard, containing every variety of rare fruit trees and vegetables, a beautiful flower garden, containing the choicest plants to be found."

We earnestly call the attention of the public to go and visit this property by taking the Dauphine street cars, which go within a mile of the place. It is the first property after the Battle Ground.

TERMS AND CONDITIONS - $3,000 cash in U.S. Treasury notes; the balance on a credit of one and two years, for notes bearing special mortgage on the property sold with 8 per cent interest from date till final payment. In case of non-payment of the notes at maturity 5 per cent will be added for attorney's fees. The property to be insured and policy to be transferred to the vendor.

Acts of sale before Amédée Ducatel, Notary Public, at the expense of the purchaser together with stamps, etc.

N.B. A sketch of the property can be seen at the Exchange.

The last and the highest bidder, Fernandez acquired the property for $8,000.00. That he had expansive ideas for its development is seen by his purchase September 24, 1866 of lot No. One which immediately bounded his property on the upper side. By this purchase he added five acres to his holding, which now totalled 20 acres. It was probably shortly after this, as we have seen, that he added the west wing on the house and ordered its general renovation.

Probably one of the reasons prompting the construction of this wing was the desirability of providing more comfortable living quarters for an expanding family. January 29, 1866 had witnessed the birth of a

new heir - Fernando Francisco Jose Fernandez. (Baptismal Records St. Louis Cathedral N.O. La. (Letter of Mary D. Impastato to Dr. Raffalovich, dated July 1949)

Shortly after he had confortably established himself death was to claim his nextdoor neighbor, Martin Villavaso. On March 21, 1868 the property known as the "Battle Ground Saw Mill" was put up for a sheriff's sale (No. 584 of the docket of the Second Judicial Court of said Parish). The property is described in "Note for the inventory of the Succession of the late Marie Josephine Cantrelle, spouse of Michel Martin Villavaso" as follows:

> "A plantation situated in St. Bernard Parish at Amand five miles below the city of New Orleans on the left bank of the river, measuring three arpents of front by eighty arpents of depth, bounded on the upper line by the properties of Mr. J. N. Fernandez and that of the Jackson monument and on the lower line by the property of - Fazende, together with all the buildings, dependencies, & improvements, consisting in a large steam saw mill to which is attached a grist and flour mill and a lathe machine, a large_____(illegible), a storehouse for corn, a forge, plus a large number of buildings for the employees of the mill, a large Hospital - very large Master house, a large Kitchen, rooms for ironing linen, two pigeon houses with chamber in the bottom, Servants rooms, wash house a coach house, privies &c."

From 1866 to 1873 things apparently went well with the Fernandez family. The house and grounds during this period must have presented a picture quite similar to the typical river plantation described by Castellanos, Henry C., New Orleans as It Was, New Orleans The Graham Co. 1905:

"The grounds surrounding the mansion house were always laid out with profuse and magnificient shrubbery. This was the spot which usually betrayed a woman's tender care. A spacious avenue, leading from the residence to the gate facing the public road, was the first feature to attract attention. Lined with stately magnolias, their umbrageous limbs diffused a cool temperature without obstructing the course of any current of air. The walks were hedged with jessamines and little groves of myrtles and cedars, of arbor vitae, and arbor cali, with lines of rose and pomegrante bushes marking off the squares, while now and then a huge stalked banana tree or a bristling cactus or Agave Americana would start up and betray our vicinity to the tropical zone. Towering above all this diversified shrubbery were various wide spreading and well shaped pecan trees, or, perhaps, the jagged, twisted and gnarled limbs of that Spartan of the forest, the live-oak.Completely encircling the whole house, yard and garden was a rich dark hedge of orange trees, which, in the fall of the year, were nearly weighed down with the burden of their abundant fruit".

With the advent of the seventies the fortunes of the Fernandezs entered a noticeable decline. On February 27, 1873, Fernandez sold lot No. One to Mrs. Carmen Ribas, wife of Auguste Lesseps for $4,000.00 (Gustave Le Gardeur, N.P.)

On April 24, 1876, Mrs. Carmen Lesseps Fernandez was rendered a judgment in her favor in the suit in the Second Judicial Court in Louisiana entitled Mrs. Carmen Lesseps, Wife of J. A. Fernandez vs. Her husband No.743.

"It is ordered, adjudged and decreed that the Community acquets and Jains now existing between the plaintif, Mrs. Carmen Lesseps, Wife of J. A. Fernandez and her said husband be and the same is hereby

dissolved, and that said plaintiff do have and recover of said dependant her husband, the sum of Nineteen thousand seven hundred and fifty-six dollars and seventy nine cents. ($19,756.79) with eight per cent interest thereon from Judicialdemand, and costs of suit, together with the married Woman's legal Mortgage on the property of her Said husband Which above recited Mortgage was duly recorded in accordance to law in book of Mortgage No. Seven folios 325 and 326."

On May 13, Sheriff Albert Estapinol seized the property and following May 29 advertised it for sale "to take place at the Court House of the Parish of St. Bernard on Saturday the 1st day of July 1876, at 11 O'clock A.M." The advertisements were posted in three public places in the Parish: "One on the door of the Court House of St. Bernard, one on that of Francis Artieta's Coffee House and one on the door of the Parish Church". The property was sold as advertised on July 1st and was bid in by A. Saulet Esq. for Mrs. Fernandez for $5,000.00 .

Just a few days before the sale, the New Orleans Times, June 28, 1876, carried notice of other changes that were about to take place in the battlefield community.

"Proposals For Buildings.

Louisiana State Agricultural & Mechanical College

New Orleans, June 26, 1876

Sealed proposals will be received up to 12 o'clock M. TUESDAY, July 11, 1876 for the erection of proposed buildings for the Louisiana State Agricultural and Mechanical College at Chalmette, in the parish of St. Bernard, according to drawings and specifications prepared by Mr. T. Whitney Carter, architect and now filed for convenience in the office of the State Superintendent of Education, State House Building,

Proposals to be addressed under cover to the President of the Board of Control, Louisiana State Agricultural and Mechanical College, University buildings, Baronne Street, New Orleans. where additional information required may be obtained by personal application to the architect.

By order of the Board of Control".

The College was to be erected next door to the Rene Beauregard property on the "Battle Ground Saw Mill" estate that had formerly been owned by Martin Villavaso. This estate had been purchased by the "Board of Control" over a year previous, March 30, 1875, from Mrs. Mary Atkins for $20,555.00. (A. Hero, Jr. N.P.) The college proved an ill-fated venture, however, and was soon involved in a suit with the Citizens Bank of Louisiana. (No record has been found of this suit). On November 30, 1881, the bank sold the property to Lucurgus Hold Wooton for $10,000.00 (Armand Pitot, Jr., N.P.).

On November 27, 1878 Mrs. J. A. Fernandez paid a tax of $40.00 on her property which was then carried on the "Assessment Rolls at an evaluation of $4,000. It will be noticed that this represents a drop of $5,000.00 in the evaluation that was shown in 1873.

By early spring of 1880 Mrs. Fernandez had decided to sell the property. The Daily Picayune of March 27, 1880 carried notice of the sale:

"Positive Sale of Bueno Retiro, A delightful Suburban Residence, Farm and Orangery, on the city side of the Mississippi River, and less than a mile below the United States Barracks and the terminus of the City Horse Car Railway.

By C. E. Giradey, Auctioneer - Office No. 31 Camp Street - Saturday, April 3, 1880 at 12 o'clock, M; at the St. Charles Auction Exchange, will positively be sold at public auction by consent of parties.--

"THE CHARMING SUBURBAN RESIDENCE PROPERTY, MODEL FARM AND ORANGE ORCHARD, known as BUENO RETIRO. It is within one mile below the Barracks or the horse car station, measures 208 feet 10 inches front on the public road, with batture rights on the Mississippi River by a depth of 2834 feet on the lower side dividing it from the State Agricultural College, and 2784 feet on the upper side dividing it from the property of A. Lesseps, Esq. The width is irregular, converging to a point.

The property is improved by a substantial two-story Brick Mansion, and other dependencies, such as stabling and poultry houses, laborer's quarters, shaded by a magnificient lawn of magnolia and oak trees. The land is exceedingly rich and productive, and under cultivitation for vegetables and flowers.

The Orchard contains a fine assortment of fruit trees, comprising Orange, Mespilus, imported Pears and Pecan Trees, besides a large variety of Figs, Grapes, etc., thrifty and bearing, Within half an hour's drive of the centre of the city, a steady demand and market for all that can be produced, and a house of superior comfort and advantages of scenery renders the property desirable, not only for permanent residence, but as an investment of great prominence and productiveness.

Terms and Conditions - One third or more cash, at purchaser's option, and the balance at one and two years for notes specially secured by mortgage and vendor's lien, bearing all the usual clauses of 8 per cent annum interest, from day of sale until final payment; 5 per cent, attorney's fees in event of suit, policy of insurance transferred, and the purchasers to assume the taxes due and exigible in 1880, over the price of adjudication.

Act of sale before G. LeGardeur, Esq., notary public, at the expense of purchaser."

Thus the character of the property with particular relationship to its grounds is well established.

At the time of the sale Mr. Carmen Lesseps Fernandez was residing in the parish of Plaquemines with her husband. On June 4, 1880 she sold the property "Known as the Buen Retiro Place" to Judge Rene Toutant Beauregard, eldest son of General Pierre Gustave Toutant Beauregard, distinguished officer of the Confederacy, for the amount of $4,100.00. This figure represents approximately half of the price J. A. Fernandez had paid when he acquired the property in 1866, and only $400.00 more than Alexander Baron had paid for the lot No. Two in 1832. One of the provisions of the sale stipulated that the purchaser would "keep the buildings on said property constantly insured against the loss by fire, to an amount not less than Twenty-seven hundred dollars: and to transfer the policy of Insurance to the said vendor until the full and final payment of said note". (Fahey June 1880 Acts No. 20 June-Dec. 1880. Note: Should further research discover one of these insurance policies valuable information might well be obtained relative to the history of the house).

With this purchase the property enjoyed its longest period of uninterrupted private ownership. Socially prominent Rene Beauregard and his wife Alice Cenas, gave to the house a grace and charm that made it a popular rendezvous of the most notable families of the day.

Like his illustrious father Rene Beauregard had seen service in the Civil War. The report of Maj. M. Smith, Commanding Artillery Hardee's Corps. Official Records (Series I) Vol. 32, Part III, p. 690) shows First Lieutenant R. T. Beauregard entered the Confederate service as "First lieutenant" of artillery April 1862 at South Carolina and that he was engaged in the battles of Jackson and Missionary Ridge.

He was in command of Ferguson's (South Carolina) Battery of Maj. Gen. William H. T. Walker's Reserve Corps. /Ibid., Vol. 30, Part II, P. 14./

In the spring of 1863 when Pemberton was hard pressed by Grant at Vicksburg, General Beauregard dispatched him reinforcements. With justifiable pride the father wrote:

> "Hdqrs. Dept. South Caroline, Georgia and Florida,
> Charleston, S. C.
>
> May 5, 1863.
>
> Lieut. Gen. J. C. Pemberton, Commanding, Jackson, Miss.
>
> Dear General: In obedience to instructions from the War Department, I have sent you two brigades of my troops (about 5,000 men), having selected the best that could be spared, under two of my ablest generals - S. R. Gist and W. H. T. Walker; also two excellent batteries, in one of which is my son, Lieutenant Rene (R. T. Beauregard) . . .
>
> G. T. Beauregard."
>
> /Ibid., Vol. 24, p. 833./

Young Beauregard in the Tennessee Campaign was to win comment and warm praise from his commanding officer in his official report dated January 25, 1865:

> "Major Cobb having been sent to the hospital on account of indisposition, Captain Beauregard, by virtue of rank, took command of the battalion of artillery." /Ibid., Vol.39,Part I, p. 827./

> "Captain Beauregard, commanding my artillery, showed merit beyond his years, /and/ managed the battalion not only to my satisfaction, but to the good of the service and to his own credit." /Ibid., Vol. 45, Part 1, p. 751. Continuation of above report./

In the archives of Louisiana University, Baton Rouge, Louisiana, there is to be found the manuscript of Rene Beauregard entitled "Magnolia, The Story of a Plantation". Some of his letters are to be found at Louisiana State University, Howard-Tilton Library, New Orleans, Louisiana, Confederate Historical Museum, New Orleans and The Cabildo Museum, New Orleans.

The name Beauregard was a distinguished one in the history of France. The first to bear it in Louisiana was Toutant de Beauregard who first visited the colony in the service of Louis XIV. Later he settled there. His grandson, Jacques married Helene Judith Reggio, a descendant of the house of Este. Their son Pierre Gustave Toutant, who was to bring fresh martial lustre to the name, was born in St. Bernard Parish May 28, 1818. In 1841 he married Laure, daughter of Jules Villere, first Creole Governor of Louisiana, and to this union was born Rene Toutant Beauregard. (Dictionary of American Biography)

At the time of his purchase of"Bueno Retiro", Rene Beauregard was a promising lawyer. Two years after its purchase, in the belief that he might enhance the value of his property and that of his neighbors, he, September 25, 1882, granted a right-of-way across the northern limits of his property to the Mississippi Terre Aux Boeufs and Lake Railway Company. /Parish of St. Bernard, Book of Mortgages, No. 11-B, p. 207/

On September 24, 1888 the property was again expanded to include lot No. One which was purchased by Mrs. Alice Cenas Beauregard from Octava Toca for $3,000.00 (E. A. Peyrous, N.P.). It was this year that her husband was elected Judge /The PIERRE G. T. BEAUREGARD AND FAMILY PAPERS, L.S.U./ It was probably shortly after this that the east wing was added to the house. Unlike the west wing it was entirely out of harmony with the lines of the house.

It was shortly after this that the expansion of heavy industries began to effect noticeable changes in the life of the community. On February 8, 1890 "The St. Bernard Voice" carried notice of the auction sale of Roy's Brick Yard one of the old established industries of the community that had flourished as a contemporary of the "Battle Ground Saw Mill". The brick yard, which was located about six blocks below the Rampart and Dauphine Car Terminus, had a capacity of two and a half million bricks. (Apparently the sale was not effected until 1903.)

The December 3, 1892 issue of The St. Bernard Voice carried disturbing news to all river plantation owners of the Parish:

"To Begin Work Monday
Fences Must Be Moved Back and Room
Made for the New Road

The latest news are to the effect that the National shellroad will be plowed up Monday next as work on the new levee will be then begun. The property holders are removing back their fences and cutting down their trees, and whether they will be finished with the work in time for the levee building cannot yet be ascertained. If a property-holder wants his large trees, to make wood with, he must not simply cut them down, but must go to the expense of uprooting them . . . . The Engineers are going to blow up the large trees which will be left for them to cut down with dynamite, but some people are going to protest against it on the grounds that it is dangerous".

Undoubtedly this work resulted in the removal of a number of stately trees from the Beauregard House lawn.

On February 21, 1896 fire destroyed one of the most historic landmarks of the Parish - the McCarty House that had served as Jackson's headquarters. (See Part III,pXXXII, for photograph of house). The building at this time was owned by Henri Beauregard, brother of Rene. The St. Bernard Voice of February 29th carried an interesting history of the house.

"The dwellings history dates back to the beginning of the century it was the headquarters of 'Old Hickory' during the war of 1812, and it is just above the Rodriguez residence, which for a long time had been General Jackson's headquarters (sic). General John L. Lewis is the authority for the establishment of the true facts in the case. The building was erected just before the war of 1812 by

William M. Montgomery, a wealthy merchant and planter. It was then considered one of the finest residences in the south, and as built then has stood the winters of nearly a century without any material alteration since the day it was built. Before the time when the war broke out there were many stories told of the great house, because of the jealous husband, who guarded his lovely wife in the strictest manner possible. When Jackson came to New Orleans with his regiments of Tennesseans and Kentuckians Mr. Montgomery invited him to make his home his headquarters and he accepted the invitation. It was in one of the upper rooms that he drew his lines for the defense of the city, and here he made all the preliminaries for the great battle of January 8....

"In 1825, when the Marquis de Lafayette visited Louisiana, it was in this house that he stopped and was given his first welcome to Louisiana.... An Aunt of Mr. Beauregard who is now 90 years old, witnessed the reception, and says that the vessel bearing General Lafayette stopped just in front of the mansion and then the distinguished French patriot disembarked and was rowed in a small boat to a wharf, and was then escorted by Mr. Ducros to the interior of the house where he was greeted by Governor Henry Johnson. (St. Bernard Voice was a weekly newspaper.)

The pace of industrial expansion was greatly stepped up in 1903-1904. The June 20th issue of the St. Bernard Voice in 1903 carried the notice:

"New Orleans & San Francisco Buys More Ground Here.

"Seven First Ward Properties Are sold at a Good Price and the Company is after More Land....

"The properties bought and prices paid were as follows: Roy

$10,000, Dupont de Nemours Company $7,650, Fabares &. Serignat, $12,500, Cenas, $22,500; Piat, $18,000, Gueringer, $13,000; Beauregard, $48,350.... The site has a river frontage of 2,300 feet by a depth of 80 arpents.

"The places sold are among the oldest in the parish, the Roy place having been occupied continuously for 67 years by the family, while the Fabres and Serignat and Cenas places constituted the old Peyroux property. The Henry Beauregard plantation was the headquarters of General Andrew Jackson...."

The nature of this expansion was such as to threaten the very existence of the Chalmette Park as is seen by an article that appeared in the St. Bernard Voice December 3, 1903:

"The Chalmette Monument May Be Removed by Frisco

"And the Property Acquired by the Railroad Company to Form Part of its Site for Terminals.

"Options have been obtained on nearly all of the properties between Chalmette Monument and the Chalmette National Cemetery, and the Frisco Railroad will become the owner of the land, will complete the site for its terminals within a few days.

"While there is no official statement to that effect, the report that the Frisco will or already has applied for permission from the government to build wharves in front of the national cemetery and the Chalmette Monument property, which was recently transferred to the care of the national government, is generally credited and those in position to know say most positively that no difficulty will be experienced in that direction.... It is also given out that the Frisco Railroad will endeavor to prevail upon the government to remove the Chalmette Monument at a point near the beautiful and ancient oaks

at Port Chalmette, which are silent witnesses to the determined contest between the Americans and British on Jan. 8, 1915"

The St. Bernard Voice, November 14, 1903, carried notice of the sale of the McMillian property and the impending sale of the Rene Beauregard property:

"The McMillian Property

Sold to Frisco for $27,500

Other Land Deals About to be Closed the Cloverlands Dairy Farm and the Two Beauregard Properties Being among them....

The McMillian property was owned by the Louisiana Agricultural College many years ago, and was occupied for a long period by the Villamaso family. Then it passed into the hands of the Wootens, Rhodes and McMillans."

Approximately a year later, Rene Beauregard, November 28, 1904, sold his property to the New Orleans Terminal Company for $18,000.00. It is interesting to note that the act of sale (Generes Dufour N.P. Conveyance Book No. 20 fo 451) describes the property as:

"A certain tract of land situated in the Parish of St. Bernard, in the State of Louisiana, on the left bank of the Mississippi River about one mile below the City of New Orleans known as the "Buen Retiro Place'"....

Thus "Bueno Retiro", a name applied to the place by Jose Antonio Fernandez y Lineros, continued in legal use beyond the 24 years of ownership by Rene Beauregard. However in later years the house was to be known by the name of its last private owner.

On the same date of the sale of their house Mrs. Alice Cenas Beauregard sold lot No. One to the New Orleans Terminal Company for $9,500.00 (H. Generes Dufour, N.P. C.O. B. 20 fo. 452). Thus the total

sale price of the combined Rene Beauregard estate amounted to $27,500. - a price that far exceeded any other the property had brought.

In the years that followed the house was for awhile occupied by tenant caretakers, then in World War I it was used to quarter American troops preparing to embark for European battlefields. For the last 36 years of its empty deserted existence, it has stood like a lonely sentinel, a poignant landmark of a fabulous plantation era that is no more. It is a house that has known gracious living,borne itself proudly, and, but for recent vandalism, worn its age well. Its acquisition by the National Park Service, March 14, 1949, (Watts K. Leverich, N.P. C.O.B. 52 fo. 459) has rescued it from certain oblivion. The decision to restore it for use as an administration-museum building of the park should ensure its perpetuity.

ARCHITECTURAL DESCRIPTIONS

of

THE RENE BEAUREGARD HOUSE

The files of the Historic American Building Survey in the Library of Congress describe the Beauregard House as follows:

"The walls of the house and the columns are brick plastered and painted, the columns being white and the main body of the house a sort of apricot color with green blinds and white trim. The roof of the house which extends out over the colonnade is quite unique, being a hipped red purple slate roof with a very graceful low triple pitch. There are two dormers front and rear and one at each end, placed rather high in the roof. The detail is poor throughout the house.

"Perhaps the most interesting detail of construction is the chimney. There are in reality two chimneys which by means of an arch in the attic are joined together and come out of the roof just below the ridge as one.

"The house represents a rather late development of the Louisiana plantation type. There is a colonnade of eight columns across both front and back of the house, the main body of which is only one room deep. The plan is extremely simple, there being four rooms to each floor with a stair hall at the southeast end. The rooms at the northwest end are in a small wing which was added at a later date than the original building, and which has recently (1935) collapsed. There is also a wing at the southeast end, apparently of the period of about 1890 and of a very bad design, distracting considerably from the appearance of the house which is otherwise good.

Clarence John Laughlin in Ghosts Along the Mississippi (1948 Plate 55, The Enshadowed Pillars (No. 7) describes the house:

"Within the area of the Battlefield of New Orleans, there still stands the crumbling mass of the Rene Beauregard House once known as Bueno Retiro, or Sweet Seclusion . . . . The house then had an approach of more than two hundred yards, hedged with Bengal roses to either side, and the surrounding grounds landscaped.

"Architecturally the house forms another important step in the evolution of Louisiana architecture from the original Colonial style. The great cement-covered brick columns which supplanted the original squattish brick columns below and wooden colonettes above, and then appeared in a single colonnade, are here presented at the next stage of development - a second identical colonnade was created at the rear of the house. The floor plan is that of the second stage, however; three rooms wide, and one deep, with a hall absent. All the rooms, front and rear, open onto galleries. In the attic the beams are all pegged; and by means of some excellent brick masonry, the flues all merge into huge chimneys. The staircase was inside and at the southend of the house. Later, there were two wings - only one of which still stood at the time of the opposite picture - and this one was definitely added at a date later than the other . . .

"The coloring of Rene Beauregard was excellent - a deep orange for the walls; a soft deep blue for the shutters, beams, and ceiling; the slates (later) browns and purples; earthy reds for the bricks of the verandah; grayish white for the columns and trim . . . .

"And so, in the long sad light of sunset, we gaze at the tall and stately pillars of Sweet Seclusion - pillars on which the leaves of pecan and oak print designs more ancient still than the house itself, designs that evoke the loneliness and dismay of years beyond recall."

J. Frazer Smith in his book White Pillars (1941) writes:

"The color scheme employed at Rene Beauregard could hardly have been more alluring. The stucco of all the walls is a weathered deep orange, while the blinds, gallery beams, and ceilings are the same Madonna blue as at Three Oaks nearby. The slates on the roof range from dark motley buffs to browns and purples; the paving on the ground floor is earthen reds and browns. The columns, entablature, and trim are, of course, all white. The whole exterior has mellowed quietly with age."

Note: Smith describes the blue of the Three Oaks blinds: "The blinds and ceiling beam work of the galleries are in the most luminous blue I have ever seen which must have originally been like the Modanna blue of Old Mexico."

Scott, W. S. in Old Plantation Houses in Louisiana makes this comment on the Rene Beauregard House:

"It is smaller and less pretentious but more idigenous in type. It is altogether more charming in color and proportions than Three Oaks."

The most accurate and detailed description of the house is that given by Mr. Samuel Wilson one of the foremost authorities on the historical architecture of Louisiana. The following description is from a letter by Mr. Wilson to the writer dated January 2, 1952:

"The so-called Rene Beauregard House is unique in many respects architectually. Its plan form derives from the very earliest houses built by the French in Louisiana, its general exterior character is that of a plantation house of the 1830's, but its architectual detail, both interior and exterior, is that of a house of the 1850's.

"It is a small, two-story brick structure having but three rooms on each floor with a small stair hall at the east end. The largest room, about 18' by 22', occupies the west end of the building with two smaller rooms, each about 18' by 14', between it and the stair hall. The block of the house is thus a thin rectangle, only one room deep, set facing the south and the river. Porticos composed of eight rather closely spaced plastered brick columns, flank the house on the north and south sides and support galleries at the second floor level. The galleries are of wood, framed between the brick walls and the brick columns, and between the columns is a railing of cross stick balusters. Access to all the rooms is from the galleries, the rear or north gallery being also accessible from the stair hall. The rooms are also connected by interior doorways, the result being a very open plan ideally suited to the climate and the informal French way of living, which sacrificed some privacy for the greater comfort afforded by cross ventilation, and the greater use of space unwasted in connecting corridors. As Benjamin Latrobe remarked, in his Impressions Respecting New Orleans, 'We derive from the English the habit of desiring that every one of our rooms should be separately accessible, & we consider rooms that are thoroughfares as useless. The French and Continental Europeans generally live, I believe, as much to their own satisfaction in their houses as we do in ours, and employ the room they have to more advantage because they do not require so much space for passages. The comfort is a matter of habit.' (p106).

"A simple, well proportioned wood cornice is carried across the tops of the columns and around the house, supporting a rather low-pitched, hipped

roof. The roof is framed with large wooden trusses spanning between and supported by the front and rear columns. The rafters are then framed on parlins which run between the trusses, an extra rafter section being provided around the lower part of the roof to raise the level of the sheathing to the cornice height and thus give to the roof a pleasing concave surface. The roofing material is slate of a rich purple color, probably of Welch origin, the hips and ridge being covered with square cut, butt ended, vitrified tiles. There are six wood dormers, two on each of the long sides and one at each end of the roof, and a single squarish brick chimney rises from the center slightly in front of the ridge. Actually the house has two chimneys, one on each of the brick cross-walls, but in the attic these are brought together by means of a great brick arch spanning across the center room. This chimney contains flues for the six fireplaces of the house. The attic is unfinished, with all the roof framing and chimney construction exposed. It is well lighted however by the dormer windows and easily accessible by the stairway which continues up from the second floor. Because of the way the roof is framed up from the columns rather than from the front and rear walls, the house has a much larger appearance than would otherwise be the case. This is a characteristic of many Louisiana houses.

The brick walls are all plastered inside and out, the exterior walls being scored to simulate stone courses and painted a warm orange-yellow. The columns and all exterior woodwork except the shutters are white, the shutters being a dark green. The openings in the first story are all casement doors glazed in rather small lights above with a panel below. There are heavy batten blinds panelled on the inside. The second floor openings however are large double hung windows extending to the floor and having louver shutters. The principal entrance appears to have been into the center room down stairs from the river side. This door is emphasized by a simple wooden pediment. The mouldings

of all the trim, interior and exterior is of a heavy late Greek revival character. Unless some evidence could be found to show that these details were the result of some later and most thorough renovation, they would definitely date the house from the 1850's period, for moundings and details of this character cannot be found in Louisiana at an earlier date.

"The first floor, raised only a foot or so above the grade was of wood construction and had completely rotted out some years ago. The mantles in each room were also of wood of a rather crude and heavy design, further evidence of the late date of the house.

"At the west end of the house there formerly stood a small, flat roofed, two story addition containing a single room on each floor. Behind this to the north, the gallery was extended to contain a small nicely detailed wooden stairway. This wing, quite similar in character to the main house was apparently added soon after its acquisition in 1866 by Jose Antonio Fernandez Y Lineros identified as the Marquis de Trava, and generally credited with having built the house in 1840, (an obvious error). The enclosure of the upper north gallery in glazed casements and wood panels was probably also done at the time of the erection of the west wing. The walls of this wing were of brick, plastered, scored and painted like the rest of the house. They were however only eight inches in thickness and not bonded into the older brickwork, probably one of the causes of their ultimate collapse.

"At some still later date a second wing was added to the east end, a wing entirely of frame construction and of such an inharmonious and late Victorian character as to suggest an 1890 date. This was during the period (1880-1904) of ownership by Judge Rene Beauregard, whose name has always since been attached to the house. Both wings have entirely disappeared in recent years."

THE LEGAL CHAIN OF OWNERSHIP

AND PROPERTY DESCRIPTION

Lot No. Two on which the Beauregard House was built was purchased by Alexander Baron April 10, 1832 at public auction for $3,700. [Carlile Pelleck N. P.]. The property is legally described as:

> "A certain lot of ground, part of the plantation of Hilaire and Louis St. Amand, free men of color, in St. Bernard Parish "situated approximately five miles below the city on the left bank of the Mississippi River and designated by the number Two on a plan which the vendors had made by Allen [Alley] d'Hemecourt under date of March 5, 1832". Dimensions and limits: "Two hundred four feet six inches front on the River on the line marked AB on the said plan, and extending in depth between two straight lines meeting at D. Two thousand seven hundred forty eight feet [2,748 ft.] nine inches [9 in.] on the line of the upper boundary, and two thousand eight hundred thirty four feet [2,834 ft.] six inches [6 in.] on the lower boundary line; said lot being bounded on the upper side by lot designated on the plan by number One and on the lower side by lot number Three, both lots running the full length of number Two and adjoining it on either side [See attached sketch by Toledano]. Included in this sale is that portion of the batture facing the said lot of ground and any accumulation thereon which may occur subsequently in any manner whatsoever".
>
> Acquisition: "The land sold belongs to the vendors through purchase from Pierre Denis Delaronde April 28, 1817. [Michel de Armas N.P.] Thus lot No. Two formed a part of the plantation purchased by the St. Amands from Delaronde. At a cost of $55,000.00. Delaronde had acquired the property "at a judicial auction sale made by George W. Morgan Sheriff of the Parish and of the City of New Orleans, on the twentieth of last February, following an order of seizure rendered by the Honorable first district court, in the matter of P. D. Delaronde vs. Widow Chalmette, Pierre, Heloise, Victoire, Eulalie and Zillie, heirs of the late Sieur T. Deline."
>
> "This land belonged to the late Sieur Ignace Deline as follows: the sixteen arpents eleven toises and three feet on the upper side through purchase by act before the undersigned notary Nune fourteenth one thousand eight hundred thirteen and six arpents on the lower side by

means of purchase from Charles Antoine de Regio according to an act of sale before Pierre Pedesclaux, then Notary Public in this city, which act is dated February ninth of the year one thousand eight hundred five."

The first plantation of six arpents purchased by Chalmet from Charles Anteine de Regie /Reggie/, February 9, 1805, for $12,000.00 had formerly been in the possession of Dame Franceise Delille de Mandeville, widow of Anteine Phillippe Marigny de Mandeville. Reggie had acquired the property from the widow July 13, 1794. /Master Fernandez Rodriquez N.P./

The St. Amand plantation is described as:

"A certain lot of ground situated approximately one mile and a half from this city and below it, on the left bank of the River, measuring twenty-two arpents eleven toises and three feet front by a depth measuring as follows:- the sixteen arpents eleven toises three feet on the upper side being of double concession, and the six lower arpents (arpents on the lower side) extending as far as the lake; this land is bounded on the upper side by land belonging to Jean Rodriguez whose land measures one-half arpent front bounded above by a line limitrophie with the planation formerly belonging to the late Edmond Macarty (which line) extends northward fourteen degrees thirty minutes East, and on the lower side by a canal there situated, which canal extends north twenty-three degrees East, this Canal serving as a boundary between the lands now being sold and that of the Sieur Rodriguez up to the point where the latter piece of land measures two and one-half arpents wide, from which point the line separating the property being sold and that of Sieur Rodriguez runs parallel to the line separating the Rodriguez land from that formerly belonging to the late Edmond Macarty, that is to say in a northerly direction fourteen degrees thirty minutes east; this is more clearly shown on a plan drawn June first of the year one thousand eight hundred thirteen by Barthelemy Lafon, surveyer which plan is annexed to the act of sale passed June fourteenth of the year one thousand eight hundred thirteen before the undersigned notary, by Henry Dangerfield, Anne, Widow Charles M. Thurston, and Alfred and Edmond Thurston to Ignace Delino; the land now being sold is bounded on the lower side by land of Anteine Bienvenue, the line separating the two properties running east in a sixteen degree

thirty minutes northerly direction; together with all buildings and improvements thereon (on the land being sold), without limit or reserve, etc."

Chalmet in turn had acquired the major part of this plantation /"sixteen (16) arpents, eleven (11) Toises and three(3) inches front on the River by a depth of a double concession, bounded on the one side by the purchaser and on the other by that of the Sieur Jean Rodriguez according to a plan drawn by Barthelemy Lafon under date of June thirteenth of the year eighteen eight"/ from Henry Daingerfield, Anne Thurston, Widow of Charles M. Thurston, Alfred and Edmond Thurston, for $65,000.00 on June 14, 1813.

Chalmet's combined holdings of 22 arpents, 11 toises and 3 feet represented an investment of $77,000.00.

By these purchases he gained immortality for his name in that 17 months later his plantation was to become the major scene of the battle of New Orleans - a battle that was to bring great renown to American arms but financial ruin to him.

Henry Dangerfield, Alfred Thurston, Edward Thurston and Anne Thurston had acquired the above described property from the United States of America, April 24, 1813, for the amount of $44,000.00. This completed the negotiations for purchase which had been begun earlier, June 1, 1811, by Charles M. Thurston and Henry Daingerfield of the Mississippi Territory. Both men were close friends of David Holmes, first Territorial Governor of Mississippi who prevailed upon them to migrate from Virginia to Mississippi.

Before the negotiations of purchase were finally complete Charles M. Thurston or rather Thruston died March 21, 1812 and was buried on the plantation (supposedly about 2,500 feet southeast of the Chalmette Monument). In a very informative letter to the writer from Mr. Franklin Marion Gentry of Manhasset Woods Road, Manhasset, New York, a direct descendant of Charles Mynn Thruston, it was learned that the name is spelled Thruston, not Thurston. "In fact," states Mr. Gentry, "the motto on the coat-of-arms is 'Thrust On'". This distinguished Virginia clergyman, soldier and patriot was a close friend of George Washington, (one of his daughters married into the Washington family), kinsman of George Wythe (signer of the Declaration of Independence), and kinsman of Robert Carter Nicholas, (Treasurer of the Colony and first Treasurer of the State of Virginia).

In his biographical sketch of Reverend Thruston, Mr. Gentry writes:

> "REV. AND COL. CHARLES MYNN THRUSTON was born Nov.6, 1738, in Gloucester Co., Va., the son of Col. John Thruston and his wife Sarah Mynne. He married first Mary Buckner and second Ann Alexander, leaving descendants by both wives. He died March 21, 1812, on his plantation at Chalmette, St. Bernard Parish, La. He completed his education at William and Mary College in 1754 and in 1758 served as Lieutenant of Provincials under Gen. Forbes in the French and Indian Wars, taking part in the expedition to capture Fort Duquesne (now Pittsburgh) after General Braddock's defeat. Later he became a Captain of Colonial Militia. He served as Vestryman of Petsworth Parish, Gloucester Co., Va., and after a few years went to England to study for the ministry. After taking Holy Orders in 1765 from the Bishop of London, he returned to Gloucester Co., Va., and became Minister of Petsworth Parish until 1768 when he removed to Frederick Co., Va., where he served as Minister of Frederick Parish until 1777. He was Chairman of Committee of Safety of Frederick Co., Va., in 1774; Representative in the Virginia Conventions in 1775-6; and

Member of the Court of Commissioners in 1776. From his pulpit and elsewhere he espoused the cause of American Independence, harangued the youth of the community to join the army, and was active in the procurement of military provisions and supplies. At the start of hostilities, he laid aside his clergyman's robes and at his own expense organized a company of volunteers of which he was elected Captain, thereafter being known as 'The Fighting Parson of the Revolution'. With his company he marched to New Jersey to join the forces of Gen. George Washington. He was promoted to Colonel, Jan. 15, 1777, of one of the additional Continental Regiments under the immediate command of Gen. George Washington. At the Battle of Piscataway, near Amboy, N. J., on March 8, 1777, he led his troops into action against vastly superior numbers and had an arm shattered in the engagement. His son, then only eleven years old, served as his aide. Virginia was unable to recruit sufficient men to complete Thruston's Regiment, whereupon it was consolidated with Gist's First Continental Regiment and Col. Thruston resigned Jan. 1, 1779, as a supernumerary. He continued to support the cause of American Freedom and was active in the affairs of Virginia. He was Member of Committee to Outfit Troops in 1781; Member of the House of Delegates, Continental Congress in 1781; Justice of Frederick Co., Va., in 1790; and was successively a founding Trustee of Warm Springs, Va. (now Berkley Springs, Morgan Co., W. Va.); Boonesborough, Ky. (although he never went there); and Front Royal, Va. In 1808 he moved south, stopping for about two years in Tennessee and Mississippi, then moving on to New Orleans, La. He lies buried on his plantation at Chalmette, the Battle of New Orleans having been fought over his grave. A short time before the battle his heirs sold the plantation embracing most of the battlefield, to Ignace Deline Chalmette.

Regarding the identity of Henry Dangerfield Mr. Gentry writes:

. . ."He was called Henry in the will of Col. Thruston, who was his father-in-law, and elsewhere in several legal papers he is called Henry. However, genealogies refer to him as William. He had a double name apparently and I have seen it stated that he was William Henry Dangerfield. He was from Winchester, Va., and on Aug. 10, 1794, in Frederick Co., Va., married

> Elizabeth Mynn Thruston. She was born April 6, 1775, in Frederick Co., Va. Henry Dangerfield went to Mississippi about 1808/9 with Col. Charles M. Thruston and his brother-in-law, George Flowerdew Norton, who married another of Col. Thruston's daughters (I am descended from him). . . . I think Dangerfield was in the army for a short period for there is an affadavit concerning him in the Thruston-Weeks-Conrad papers in the archives of the Univ. of La. at Baton Rouge which mentions a conversation with him at a contonment at Washington, Miss. around 1810/11. He was the first Secretary of the State (or Territory) of Mississippi. His obituary appears in the "Mississippi Republican", Natchez, Miss., issue of Mar. 1, 1815, but I have not looked it up to get the exact date of his death . . . . His widow was living in Natchez, Miss., in 1835, but I do not know when she died. They were survived by one daughter who married Gen. Felix Houston (not Sam) of the Texas Army . . . ."

The legal chain of title to this plantation may be traced further with the credit sale of Philip Grymes, Attorney General of the United States to Thomas H. Williams for the United States of America March 15, 1811 /Michael de Armas N.P./ Consideration ($1.00). The United States of America acquired the plantation in a suit against William Brown No. 2324, Superior Court For Territory Of Orleans Parish Of Orleans, State of Louisiana (Suit has apparently been lost).

William Brown acquired the plantation March 21, 1808 from Jean Barton Prevost /Pierre Pedesclaux, N.P./

> Description: "A plantation situated one mile and a half from this city on the left bank of the River, upon which plantation is a Master house, a sugar mill, a refinery, stone house, neger (sic) cabins and several other buildings; bounded on the lower side by that of the vendor, together with the front and depth measurements belonging thereto, and such as belonged until this day to the present vender, without limit or reserve and such as purchased from the late Pierre Marigny by private act(under seizin) recorded February sixteenth, in the office of Narcisse Broutin, in the year 1798."

Description: "Likewise another plantation situated four miles from and below this city and on the same side of the River together with mill and implements, said land comprising three and one half arpents front, by a depth stated in the act of purchase by Mr. Laurent Sigur on December twenty-third, one thousand eight hundred seven before us; which three and a half arpents close at a point measuring one arpent and a half the measurement of the property continuing thus from that point throughout its depth. Acquisition: The vender acquired the said land by purchase the first (described) from Laurent Sigur by act before us dated June 12, 1805, and the second from Nicholas Roche, also by act before us but dated December twenty-first, one thousand eight hundred five.

Consideration: $50,700.00".

In the attached Certificate 386, issued by the Commissioners of Land Claims for the Eastern District of the Orleans Territory dated New Orleans Jan. 3, 1812, William Brown is shown "entitled to a patent for a tract of land situate in the county of Orleans on the East side of the Mississippi - - - bounded above by the lands of J. M. Pintard - - - and below by the lands of Chalmet DeLino - - - having sixteen arpens eleven toises & three feet in front and forty arpens in depth . . ." The Boards examination revealed that "the front and first depth of forty arpents of this land was actually inhabited and cultivated on the 20th day of December, 1803 and for more than ten consecutive years prior thereto". So much the Board confirmed but rejected the claim to the remaining extension in depth. The old Board was the first appointed by the United States to investigate claims that originated prior to the Louisiana Purchase in 1803. /Land Office Records, Capitol Building, Baton Rouge, La./

In Part III, p. VII are found photostatic copies of the field notes of "Township 13 S., Rang 12 E., District S. E. East of River surveyed by George Dougherty, 1836. These notes represent surveys of Piere du Laronde No. 284, Anthony Bienvenue No. 152, L & H. St. Amand No. 170, Claim of William Brown No. 386 and Francis B. Languille No. 185.

In the same section p.XI are found the field notes of the same township surveyed by George H. Grandjean, 1872, covering the claims of William Brown O. B. 386 and Debouchel Sec. 9 T. 13 R. 12 (no confirmation found).

When on April 10, 1832 the St. Amands offered a portion of their plantation for sale it will be noted, from the auction notice in the Louisiana Courier March 7, 1832, previously quoted, that only 10 arpens were involved. It will further be observed that "of the ten arpens six are situated at the upper limit of the plantation on the side of the city - The two first arpens contiguous to the boundary of Mr. Edward Prevost's property reach only 15 arpens more or less in depth; and the four other arpens 90 to 80 arpens in depth. The 4 arpens at the lower limit are contiguous to the plantation of Antoine Bienvenu. They are entitled to the double concession of 80 arpens . . ."

Thus the St. Amands retained 12 of the 22 arpens of the plantation they acquired from Pierre Denis Delaronde, April 28, 1817. Investigation revealed that the purchaser and price of the

first five lots were as follows:

1. Lot No. One was purchased April 10, 1832 by Theophile Wiltz for $3,700. /Carlile Pelleck, N.P./
   /It was subsequently sold:
   (a) Jan. 12, 1833 Wiltz to Auguste Houette & Etienne Villavaso for $3,900. /Private Act, Antonie Ducros, Register of Conveyances/
   (b) _____ Auguste Houette & Etienne Villavase to Mrs. Celeste Cantrelle for _____ /The acts of Phillipe Toca, Recorder in and for the Parish of St. Bernard for the year 1866 have been destroyed by fire./
   (c) Sept. 24, 1866 Mrs. Celeste Cantrelle to J. A. Fernandez y Lineres for _____. /Phillipe Toca, N.P./
   (d) Feb. 27, 1873 J. A. Fernandez y Lineres to Mrs. Carmen Ribas, wife of Auguste Lesseps, for $4,000.00. /Gustave Le Gardeur, N.P./
   (e) April 13, 1875 Mrs. Carmen Ribas to Auguste Lesseps Jr. for $4,000.00. /Gustave Le Gardeur, N.P./
   (f) June 25, 1884 /Recorded July 7, 1884/ Auguste Lesseps Jr. to Albert E. Livaudis for $2,500.00. /Gustave Le Gardeur Jr. N.P./
   (g) June 26, 1885 /Recorded Dec. 28, 1885/ A. E. Livaudis to Octave Toca for $2,500.00. /Paul A. Conand, N.P./
   (h) September 24, 1888 /Recorded next day/ Octave Toca to Mrs. Alice Cenas, wife of Rene Toutant Beauregard for $3,000.00. /E. A. Peyroux N.P./
   (i) Nov. 28, 1904 Mrs. Alice Cenas Beauregard to New Orleans Terminal Company for $9,500.00. /H. Goneres Dufour N.P./
2. Lot No. Two /This lot was purchased by Baron for $3,700.00. Its history is traced in Part II History of Rene Beauregard House.

3. Lots No. Three and Four were purchased April 10, 1832 by Michel Bernard Cantrelle, Lot No. Three for $7,300.00, Lot No. Four for $7,900.00. /Carlile Pelleck N.P./ /This was to be developed as the "Battle Ground Saw Mill" property. The property was acquired by Michel Martin Villavaso June 24, 1845 in the succession of Michel Bernard Cantrelle and Josephine Cantrelle (record of sale destroyed by fire) (Jean Jacques Roman, Judge and ex-officio notary St. James Parish).

March 31, 1853 Michel Martin Villavase purchased lot No. Five from Marie Aimee Carraby Peyroux for $3,590.40. /Adolph Boudousquie, N.P./

Note: "The proceedings entitled Succession of Marie Josephine Cantrelle deceased, wife of Michel Martin Villavase No. 584 of the docket of the Second Judicial Court of said Parish on the 21st of March 1868, as well as the Sheriff's Sale growing out of said succession proceedings have been destroyed by fire" and as a result are not included in abstract.

The property subsequently was sold:

(a) June 26, 1868 by Charles G. Dalghren to Mrs. Mary A. C. Packwood for $30,500.00. /James Strawbridge N.P./

(b) June 26, 1868 Mrs. Mary A. C. Packwood to Mrs. Sarah Ainsworth Packwood - donation.

(c) January 28, 1871 Mrs. Sarah Ainsworth to Mrs. Mary Atkins Lynch for $22,500.00. /Octave Morel N.P./

(d) March 30, 1875 Mrs. Mary Atkins Lynch to Board of Control of the Louisiana Agricultural and Mechanical College for $20,555.00. /A. Hero, Jr. N.P./

(e) _____ Citizens Bank of Louisiana vs. Agricultural and Mechanical College of Louisiana. Note: No record of this suit in the office of the Clerk of the Court for the 22 Judicial District, Parish of St. Bernard, was found.

(f) Nov. 30, 1881 The Citizens Bank of Louisiana to Lycurgus Hold Wooton for $10,000.00 /Armand Pitot, Jr. N.P./

(g) June 27, 1885 Lycurgus Holt Wooton to Mrs. Pamela E. Rhodes, wife of Dr. John Rhodes for $10,000.00.

(h) Aug. 1, 1895 Pamela Rhodes and John Rhodes to New Orleans & Western Railroad /right-of-way/ for $130.00.

(i) June 10, 1896 Captain Lafayette Jacks vs. Dr. John Rhodes.
November 14, 1896 Dr. John Rhodes to Captain Lafayette Jacks (Sheriffs Sale) for $7,000.00. /E. Nunez, Sheriff/.

(j) June 23, 1899 Captain Lafayette Jacks to Mrs. Anna Jane McMillan - donation.

(k) Nov. 21, 1903 New Orleans Terminal Company vs. Mrs. Anna J. McMillian, Et Al /No. 601, 29th Judicial District Court Dec. 5, 1903 - Judgment - $27,500.00.

(1) Dec. 7, 1903 Captain Lafayette Jacks, Mrs. Anna Jacks McMillian to New Orleans Terminal Company for $27,500.00

4. Lot No. Five was purchased April 10, 1832 by Pierre Oscar Peyroux for $6,900.00. /Carlile Pollock, N.P./

It was subsequently sold:

(a) March 16, 1835 Pierre Oscar Peyroux to Constance Peyroux for $18,000.00. /Theo. Seghers, N.P./
(b) Feb. 16, 1844 Citizens Bank of Louisiana vs. Constance Peyroux #23107 First Judicial District Court Parish of Orleans, La., for payment of mortgage of $4,752.00. The Sheriff's Sale by Gustave Ducros of St. Bernard Parish dated July 6, 1844 resulting from Fieri Facias in suit of Citizens Bank of La. vs. Constance Peyroux No. 23107 was destroyed by fire.
(c) March 31, 1853 Mrs. Marie Aimee Carraby Peyroux to Michel Martin Villavaso for $3,590.40. /Adolph Boudousquie N.P./
Note: Following this purchase Lot No. Five became a part of the "Battle Ground Saw Mill" property.

From the foregoing it is apparent that lots Two and Three having a depth of only 15 arpens more or less were the least expensive of the lots, constituting 10 arpents of the St. Amand plantation, offered for sale April 10, 1832. It is of further interest to note that in a vicinity where land ownership changed so rapidly, the Beauregard House property remained relatively stable.

In Part III p. VIII there is an interesting photostat copy of a Plan by Allou d'Hemecourt dated Jan. 24, 1837 showing the partition of a plantation into lots, apparently for sale, within the environs of 5 miles of New Orleans. This would place it within the battlefield area. So far the writer's research has not

definitely established its identity -- made especially difficult by an illegible title. An assumption is that it represents a further partitioning of a remaining portion of the St. Amand plantation. It is of particular interest because of the houses and outbuildings shown.

Note: Measurements:

arpent = Acre = 208' 8½"

toise = 6'

pouce = 1"

Part II

CORRESPONDENCE ON THE RENE BEAUREGARD HOUSE FROM THE FILES OF MR. RICHARD KOCH, DISTRICT OFFICER, HISTORIC AMERICAN BUILDING SURVEY IN LOUISIANA

One of the first sources of information examined on the house was the correspondence between Mr. Richard Koch, District Officer, Historic American Buildings Survey in Louisiana and Mr. J. E. Fitzwilson, Vice President, New Orleans Terminal Company:

January 11, 1934

Southern Railway System
Terminal Station
New Orleans, La.

Attention Mr. J. E. Fitzwilson

Dear Sirs:

The National Advisory Committee of the Historic American Building Survey has selected the Rene Beauregard House on your property adjacent the Chalmette Slips as worthy of a period in the architectural history of Louisiana to be recorded.

Would you give me permission to have this building measured.

Very truly yours,

Richard Koch
District Officer
Historic American Buildings
Survey in Louisiana

Civil Works Administration
(Agency of the Federal Government)
of the State of Louisiana

January 11, 1934

Mr. Richard Koch, District Officer
Historic American Bldgs. Survey in La.
614 Audubon Building
New Orleans, La.

Building: Beauregard House
Location: Adjacent to Chalmette Monument

Permission is hereby given to measure, draw and photograph the above building for the Historic American Building Survey in Louisiana under the jurisdiction of the United States Department of the Interior, Office of the National Parks, Buildings and Reservations, Washington, D. C.

These drawings, photographs, etc. on completion will be finally deposited in the Library of Congress.

While prints from the tracings, etc. will be obtained by interested parties during the progress of the program, all rights of publication are reserved by the Federal Government.

J. E. FITZWILSON, V. P.
Owner, New Orleans Terminal Co.

_____

Tenant

United States
Department of the Interior
Office of National Parks
Buildings and Reservations

March 27, 1934

Southern Railway System
Terminal Station
New Orleans, Louisiana

Attention Publicity Department

Do you have information that will enable you to fill in the enclosed blank for the Department of the Interior at Washington. Your abstract of title will probably show most of what is being asked for.

Thanking you for the cooperation you have given us, I am

Very truly yours

Richard Koch, District Officer
Historic American Building Survey
in Louisiana

New Orleans Terminal Company
Office of Vice President
New Orleans, La.

March 31, 1934

Mr. Richard Koch, District Officer
Federal Civil Works Administration of La.
New Orleans, La.

Dear Sir: Your letter of March 27th and questionnaire relative to Rene Beauregard House have been received, and we are giving this matter necessary attention. In due course you will hear from us.

Very truly yours

J. E. Fitzwilson
Vice President

The New Orleans Terminal Company
Office of Vice President
New Orleans, La.
April 17, 1934

255A

Mr. Richard Koch, District Officer
Historic American Building Survey in La.
Federal Civil Works Administration
New Orleans, Louisiana

Dear Sir:

In reply to your letter of March 27th, inquiring about Rene Beauregard House:

Except with respect to the date of acquisition by New Orleans Terminal Company of this property, names of its grantors and descriptions in deeds, etc. we are unable to give any definite information. The property, upon which what is known as Rene Beauregard House is located, was conveyed to New Orleans Terminal Company in 1904 in two parcels by grantors of the name of Beauregard (1) by Mrs. Alice Cenas, wife of Rene Toutant Beauregard, November 28, 1904, and (2) by Rene Toutant Beauregard, November 28, 1904. In latter deed, the property is mentioned as "Buen Retiro Place." Deed from Mrs. Alice Cenas Beauregard recites derivation of title by her from Octave Toca, September 24, 1888, and deed from Rene Toutant Beauregard recites derivation by him from Mr. Carmen Fernardez, June 4, 1880.

We have been told the property "is the old Beauregard House, built by Gallier, Architect, for Marquis de Trava, and was called Bueno Retiro; purchased later by Judge Rene Beauregard, son of General G. T. Beauregard." The following is also said to be copied from St. Maurice Church Program, April 1912:

> The Plantation patented to William Brown 1812, subsequently subdivided; upper portion came to the Pierre family - Chalmette Monument located thereon. Next tract is the United States Soldier's Cemetery. Next, Etienne Villavaso property. The succeeding properties became the home of Rene Beauregard, son of General G. T. Beauregard, after having been in possession of Madam Baron; then Martin Villavaso, who

married Miss Cantrelle. Their daughter Aglais was the wife of Mr. Gallier, who built the French Opera House, Gallier Court, and the old Louisiana National Bank Building on Cannon Street.

We have also heard that the property was owned and occupied by Augustin MacArte, a rich planter, at the time of the three battles of New Orleans, and was used by General Andrew Jackson as headquarters (N. B. the battle of New Orleans was fought in 1815.

The house has not been used by New Orleans Terminal Company since acquisition; except, perhaps, as rented out from time to time to local tenants for dwelling purposes. It was occupied by troops for a while during the World War, and has been vacant since. It is in such condition as to be untenantable.

We would refer you to Louisiana State Historical Society, or the U. S. Daughters 1776-1812. It seems to us that this property has its real historical value by virtue of its history prior to acquisition by the Beauregard family, but the Louisiana State Historical Society probably has due record of it and should be able to be of service to you in forming opinion as to its value and succession. In any event, on account of its distinction in the community, careful investigation into its history at New Orleans would develop more than could be disclosed by title abstracts.

Hoping the above may be of possible assistance in your investigation, we remain

Very truly yours,

J. E. Fitzwilson
Vice President

/From Koch's Files/

Rene Beauregard House (Residence
Chalmette St. Bernard Parish, Louisiana)

Owner

Southern Railway System
Terminal Station, New Orleans, Louisiana

Date of Erections

1840

Architect

James Gallier, Sr.

Builder

Unknown

Present condition

Poor. North wing has collapsed. Wings at each end of house are additions. Entire first floor has rotted out. Walls, roof and columns of main house are still in good condition.

Number of Stories

Two stories with attic.

Materials of Construction

Main house and columns of brick stuccoed. North wing brick, south wing frame. Slate roof, with cypress framing. Plaster walls and ceilings.

Other existing Records

New Orleans States, June 1, 1924
N. Scott and W. P. Spratling "Old Plantation Houses in Louisiana"
Wm. Hilburn Co., 1927

Additional Data

Attached hereto.

January 11, 1935

Rene Beauregard House

In St. Bernard Parish a mile below the City of New Orleans and adjoining the field of Chalmette where the Battle of New Orleans was fought in 1815, is the Rene Beauregard House. Originally called Bueno Retiro, the house was built in 1840 by James Gallier, Sr., Architect for the Marquis de Trava.

According to J. P. Coleman, writing in the New Orleans States June 1, 1924, the house was subsequently occupied by ..." Judge Rene Beauregard, eldest son of General P. G. T. Beauregard of the Confederate Army, and J. A. Fernandez, who married the daughter of Alexander Lesseps. Judge Beauregard's brother Henry lived there, having purchased the Bonzano property next door to Bueno Retiro. The Bonzano Mansion disappeared some years ago, when the Southern Railway Company which also owns the Rene Beauregard House, purchased the property, developed the house, and erected in its stead an immense warehouse, which now occupies the site."

The house represents a rather late development of the Louisiana plantation type. There is a colonnade of eight columns across both front and back of the house, the main body of which is only one room deep. The plan is extremely simple, there being four rooms to each floor with a stair hall at the southeast end. The rooms at the northwest end are in a small wing, which was added at a later date than the original building, and which has recently collapsed. There is also a wing at the southeast end, apparently of the period of about 1890 and of a very bad design, detracting considerably from the appearance of the house which is otherwise good.

The walls of the house and the columns are of brick plastered and painted, the columns being white and the main body of the house a sort of apricot color with green blinds and white trim. The roof of the house which extends out over the colonnade is quite unique, being a hipped red-purple slate roof with a very graceful low triple pitch.

There are two dormers front and rear and one at each end, placed rather high in the roof. The detail is poor throughout the house.

Perhaps the most interesting detail of construction is the chimney. There are in reality two chimneys which by means of an arch in the attic are joined together and come out of the roof just below the ridge as one.

In a letter dated April 17, 1934, addressed to the Historic American Building Survey in Louisiana, Mr. J. E. Fitz-wilson of the New Orleans Terminal Company (Southern Railway) says:

> "The property, upon which what is known as the Rene Beauregard House is located, was conveyed to New Orleans Terminal Company in 1904 in two parcels by grantors of the name of Beauregard -
>
> (1) Mrs. Alice Cenas, wife of Toutant Beauregard November 28, 1904 and
> (2) Rene Toutant Beauregard, November 28, 1904."

In the latter deed the property is mentioned as "Bueno Retiro Place."

Deed from Mrs. Alice Cenas Beauregard recites the derivation of her title by her from Octave Toca, September 24, 1888, and deed from Rene Toutant Beauregard recites derivation by him from Mr. Carmen Fernandez, June 4, 1880.

Mr. Fitzwilson continues: We have been told the property is the old Beauregard House, built by Gallier, Architect, for Marquis de Trava, and was called Bueno Retiro; it was purchased later by Judge Beauregard, son of General G. T. Beauregard.

The following is also said to have been copied from St. Maurice Church Program, April 1912:

> The plantation patented to William Brown, 1812 subsequently subdivided; upper portion came to the Piernas Family - Chalmette Monument located

thereon. Next tract is the United States Soldiers' Cemetery. Next, Etienne Villavaso property. The succeeding properties became the home of Rene Beauregard, son of General G. T. Beauregard, after having been in possession of Madam Baron; then Martin Villavaso, who married Miss Cantrelle. Their daughter, Aglais, was the wife of Mr. Gallier, who built the French Opera House, Gallier Court, and the Old Louisiana National Bank on Commen Street."

It is also said that the property was once owned by Augustin Macarte, a rich planter, at the time of the three battles of New Orleans, and was used by General Andrew Jackson as headquarters. The Battle of New Orleans was fought in 1815.

The house has not been used by the New Orleans Terminal Company since its acquisition; except perhaps as rented out from time to time by local tenants for dwelling purposes. It was occupied by troops for a time during the World War, and has been vacant since. It is at present in such condition as to be untenable.

APPENDIX

Detailed Inspection of the House

On January 15th and 17th the writer, in company with Superintendent Gibbs and Architect Merrill, made careful inspections of the house in order to determine as many structural details as possible and to explore the extent of damage caused by vandals in the past few years.

Generally the building is in far worse state of repair than when the writer last examined it in 1939. Since then, to mention something of the damage, the lower stairs have been partially destroyed and removed; the porch railing broken out, the mantals removed if not destroyed; the partitions on the second floor demolished; one back section of the masonry wall torn out; the plaster knocked down; the slate roof torn off and the chimney dismantled.

In the destruction of the chimney the vandals removed one of the most interesting architectural features of the house.

The extent of mutilation of this interesting old landmark is graphically portrayed both on the interior and exterior by the recent photographs shown in Part III- Rene Beauregard House, (Photographs and Documents).

The inspection revealed that second hand lumber had been used in its construction. This is definitely noticeable in the attic framing. (See Part III, p. XXXI.) The use of such secondhand materials suggests the possibility that a portion of the materials of an original house on this site was used in the erection of the present structure.

Another interesting feature discovered in the inspections was the location of a former window or door on the west side of the house. When the first of the wings was added, this window or door was bricked up and apparently a door was cut on either side of it. Its position is indicated by the outstretched arms of the figure in the photograph- Part III, p.XXVIII.

Reference should be made to the architectural report of Mr. Merrill on these inspections.

APPENDIX:-

Extracts from the Autobiography of James Gallier

LIBRARY
INTERMOUNTAIN CULTURAL RESOURCE CENTER
NATIONAL PARK SERVICE

New Orleans Public Library
Feb. 10, 1951

Architecture

Vol. 1, New Orleans August 1905, No. 2

Autobiography of James Gallier, Architect
1798-1858.

Editor's Note

The lasting influence of the Senior Gallier upon the architectural development of New Orleans, and the surrounding country, together with the light he throws upon the minutiae of building operations of his day, makes his autobiography one of rare interest to the architect. It was published in Paris in 1864 at his own expense. The volume from which this reprint is taken is from the library of Mr. T. P. Thompson and bears evidence of having been carefully revised by the author.

After Mr. Gallier retired from active practice in New Orleans in 1850, to be succeeded by his son James Gallier, Jr., he devoted his leisure and income to travel, spending considerable time upon the shores of the Mediterranean. His description of architecture studied by him in his travels is of considerable interest, as it is that of a skilled architect. So far as possible the old buildings which have disappeared as well as those still in existence, to which reference is made, will be illustrated, as will also the buildings described in his journeyings.

I was born at the village of Ravendale in the county of Louth, on the 24th of July 1798, in one of the most pleasant valleys on the eastern coast of Ireland . . . .

At the age of about four years I was sent to a small country school, the only one in the neighborhood, which was kept by a poor Englishman called Brett, who with a wife and children occupied a miserable cottage of one apartment, that served for kitchen, for parlor, and all, as well as for the school; the scholars were but few, and we spent the greater part of our time playing all sorts of pranks and games, making little progress in learning but much in the exercises of running, leaping and wrestling, and we thus grew up as active and hardy as mountain goats.

My brother John was my junior by only twenty months; he and I grew up together in the closest intimacy and brotherly affection... My other brothers being several years younger than John and I, we never knew them so intimately as he and I have known each other. After having passed the greater part of six years under Brett, and had learned to read, write and the first rudiments of arithmetic, we were sent to school at Dundalk which was kept by the Rev. Samuel Nielson, an excellent man, and a good teacher... In this way I continued until I had reached my fourteenth year, at which time the amount of my learning was very small; a smattering of English grammar and composition, arithmetic and mensuration. I was then taken finally from school, just at the time when I

could have made the most rapid progress in studies of any kind, and bound apprentice to my father, to learn the business of a builder...

Shortly after the expiration of my father's lease, there was no employment to be had at his business anywhere about the country ....; it was therefore arranged, chiefly at the suggestion of my mother, that I should go to Dublin and study the art of architectural drawing; so with that intent my father accompanied me to the city and got me admitted to the School of Fine Arts, which was at that time kept in Hawken's street. The architectural school was open only on three days of the week, and then for only two hours of each day, so that I had the intermediate time at my disposal, and I obtained employment as a builder at some houses that were being erected by Alderman Thorp in Mountjoy's Square; the wages I there received were very small, and, as my father at that time could afford me but little assistance from home, I had to manage very closely to make ends meet.

Having always shown something of a taste for and a strong inclination towards works of art, I now filled up every spare hour I could get at copying orders of architecture and such other details as I could find at the academy; and, although there was but very little instruction given at the school, I there got the first glimpse of the way in which drawings were made; and, in a few months passed at that establishment, I received the only direct teaching I have ever had.

After having been at Dublin for several months... I returned home.

... In the month of May, 1816, I crossed the channel from Dundalk to Liverpool...

On my arrival I was told that Manchester promised a better prospect for employment, so I without delay set out to walk from Liverpool, and on reaching Manchester I was employed at the building of a cotton mill... My wages were but four shillings per day... I remained in Manchester as long as I could get employment. I then returned to Liverpool, where I obtained work from a relation of mine... I remained with him for several months and then returned home....

In the autumn of 1820, seeing no prospect of business for the winter, I thought the best use I could make of the time was to try and improve my education, which up to that period had been much neglected, so with that intent I passed several months at a school in Dundalk, where I applied myself assiduously to studies such as book-keeping, geometry, French, and English exercises, etc., etc., and made such general use of those months, as to benefit me very materially in after life....

In 1821 and 1822, I obtained some small building contracts about the country, but as they were paltry and unprofitable John and I decided upon going to London and there try our fortunes together at the fountain head....

In a short time after we had become acquainted with the London methods of doing business, we [John] took piece-work from our employers, and being very strong and active were soon able to save some money... In our second year in London we entered into a new arrangement with our employers, by which we agreed to take large quantities of joiners' work at certain fixed prices, and then engaged other men to assist us in its execution; this we continued to do for nearly three years...

Having previously to leaving Ireland become acquainted with an amiable young English girl, Miss Elizabeth Tyley, whose parents resided near Market-Darton, in Shropshire, we maintained a correspondence for some time and now agreed to marry; so with that intent I made a journey from London into Shropshire in the month of January, 1823, met her at her father's house, and was shortly after married. We immediately afterwards returned to London, where I resumed my former employment along with John at the establishment of Cover and Lawrence.

In the following year John married also, but we continued together in the same employment for two years longer, when with the view of bettering our circumstances we opened a small place of business on our own account; but, not withstanding our utmost efforts, the speculation failed to realize our expectations. We did not then understand that young men without friends have but slender chances of success in setting up for themselves a business like ours in such a place as London.

During the greater part of my stay in London I devoted every spare hour to the study of the higher principles of the art of building. I carefully studied the works of Nicholson, Tredgold, and others on the science of construction, the strength of materials, etc., read all the works I could procure upon engineering, the steam engine, and machinery; also those upon the principles of architecture and the fine arts.

Having as before stated left my address with Mr. Wilkins, I was, in 1826, favored with a letter from him, saying that, if I still felt a desire to be engaged as a clerk of the works, he had something in view which might suit me; and if I would meet him at the town of Huntingdon, he could there point out the duties I should have to perform if I entered into the engagement. I attended at the appointed time and place, and found he was about to build a prison for the county of Huntingdon. Having examined into my fitness for the situation, he engaged me at a salary of four pounds per week, to take charge of the plans, and see that the work was performed by the contractor in accordance with the drawings and specifications.

I was highly delighted with my situation, being the first employment I had ever had that held out a prospect of advancing my position in life...

In a year after our marriage our first child was born, which was a boy, but he died in early infancy; our second was a girl, who

lived to the age of four years; our third was my dear son James, the only one now left; he was born at Huntingdon on the 25th September, 1827, and was christened in the picturesque old church of that town; our fourth was a girl, born after our return to London, but died in early childhood.

My next neighbor at Huntingdon was Mr. Robert Carruthers, a literary man, who carried on the business of a bookbinder at the same place with the management of the country school.... This excellent man was of much service to me in the way of obtaining the use of books. I became a member of a debating society and of a social club; I also joined a Masonic lodge, and, during the two years of my stay at Huntingdon, my knowledge of life and of the ways of society became much enlarged....

The building of the prison having been at length completed, I received an encouraging offer to return to London and superintend the building of a range of houses in South Street, near Park Lane, agreeably to plans made by Mr. John Deering, Architect; I accepted the offer, and returned to London with my family in June, 1828. I applied myself assiduously to study, and before my engagement at those houses had terminated, I was employed by several persons about that quarter of London to furnish plans for new buildings and alterations to old ones.

I clearly perceived, however, that though I might in time succeed in a small way and to a limited extent, I could never reckon upon any great success in London without the patronage of people in high station; and as with such people I had no influence, I saw it was hopeless to expect much success in that direction.

But having heard that any person well acquainted with the practice of building, as well as having a fair knowledge of architecture as an art, could scarcely fail of success in the United States of America, I therefore came to the conclusion that there lay the proper field for my labours.

Not having seen my native home in Ireland for ten years, I made a visit to my father and relations before setting out for the New World.

On my return to London I soon made the necessary preparations for crossing the Atlantic, and left the St. Catherine's docks on the eighth of February, 1832, on board an American ship called the Louisiana. We had a tedious and stormy voyage of sixty-five days, but landed safely in New York....

I left my wife and family in London to reside with John and his family, and set out alone as a pioneer to find in what part of America I was most likely to meet with a desirable place to make a settlement.

On my arrival at New York on the 14th of April, 1832, I considered a large city as the most likely place to expect employment in my profession, but here I found that the majority of the people could with difficulty be made to understand what was meant by a professional architect. The builders, that is, the carpenters and bricklayers, all called themselves architects, and were at that time the persons to whom owners of property applied when they required plans for building. The builder hired some poor draftsman, of whom there were a half a dozen in New York at that time, to make the plans, paying him a mere trifle for his services. The drawings so made were, it is true, but of little value, and some proprietors built without having any regular plan. When they wanted a house built they looked around for one already finished, which they thought suitable for their purpose; and then bargained with a builder to erect for them such another, or one with such alterations upon the model as they might point out. All this was soon changed, however, and architects began to be employed by proprietors before going to the builders; and in this way, in a short time, the style of buildings public and private showed signs of rapid improvement.

There was at that time, properly speaking, only one architect's office in New York, kept by Town and Davis. Town had been a carpenter, but was no draftsman... Davis, his partner, was no mechanic, but was a good draftsman and possessed much taste as an artist. He had

furnished the plans for many of the public buildings in some of the states of that time.

There was a Mr. Dakin, a young man of genius, who had been a carpenter and had studied architecture in Towns office; at the time of my arrival, he had opened an office of his own, where he made drawings for the builders; from him I obtained the first employment I had in America, and as he found me much better acquainted with business in general than any of the draftsmen at that time in New York, he proposed to employ me at four dollars per day; so I went into his office and remained there for several months.

As soon as I had thus procured employment I wrote for my wife and son, who with John and his family came out and joined me at New York, in the month of July, 1832....

There was at that time in New York a draftsman called Lafever, who had been in the employment of a builder; he came to me and proposed to join me as a partner in opening an architects office; he said he had an extensive connection of influencial friends, who would patronize us in business.

After some consideration I agreed to his proposal and we opened an office in Clinton Hall, where we obtained from the builders orders for as many drawings as we could well make; but I found it very disagreeable work, and so badly rewarded, that I began to cast about and see if there was no other way by which I could improve my situation,

and escape from this horse-in-a-mill routine of grinding out drawings for the builders.

Perceiving that there was no such thing as a Builders' Price Book at New York, I fancied that if I published one upon a plan similar to that of London, it might if not profitable be at least the means of making my name known among the builders throughout the country; I therefore set to work, and in four months produced the "American Builders' Price Book." As a speculation I only lost money by it, but indirectly it was of much service to me. To show with what energy I strove to get forward at that period, I got up a course of lectures on architecture, with illustrative drawings, which I read a few times in public, but with no other advantage than of making my name better known among the people.

It was then intimated to me by persons who had been to the south, that New Orleans would be a much better place for me to settle in than New York, if I could only bear the climate; for, though mercantile men went down there from the north every year, they generally remained during the winter months only, and returned northward in the summer to escape the yellow fever; this they continued to do until they had in some degree become acclimatized; but an architect could not do this; he must remain all the summer from his first beginning, as that was the season when buildings were chiefly erected in New Orleans.

Lafever and I having then dissolved our co-partnership, I left with him the collection of various outstanding debts due to our firm, but of which I never received any part from him afterwards.

Having determined to run the hazard of New Orleans, I prepared without delay to go there, and make a trial, leaving my family in the meantime at New York; so that, in October, 1834, I set off by sea, accompanied by a young man, a brother of the Mr. Dakin before mentioned. We landed at Mobile, where we remained for a few weeks, until the yellow fever had for that season disappeared from New Orleans. We then went there, and hired an office on Canal Street, hung its walls with plans and drawings, and began to look out for something to do.

The corporation of the city of Mobile having decided upon building a town hall, advertised for plans, and we made a design for it which obtained the first prize of three hundred dollars; though but a trifle, it seemed to place our names before the public: but in consequence of a fire, by which a large portion of Mobile was destroyed, the hall was never built. We made plans for a church, and for a public school, which were erected there, and are still the most important looking buildings in Government Street.

A company having been at that time formed for erecting a large hotel in New Orleans, which was afterwards named the "Saint Charles." The owner of the ground, Mr. John Hagan, was president of

the company; he, as well as several of the chief shareholders were Irish merchants, who had been established in business there for many years; these gentlemen welcomed me as a countryman, and treated me with great kindness. I made a design for the new hotel, which gave general satisfaction; the committee adopted it, and engaged me to superintend its erection. I demanded for my services a per-centage upon the cost of the building as was usual in such cases in England; but to this they would not consent, but finally agreed to pay me ten thousand dollars for the plans, drawings and superintendence. As all the stone work, the greater part of the joiners' work and iron work, had at that time to be prepared at the north, involving a vast amount of drawing and writing, and as the time required for the erection extended over a space of three years, the amount of compensation was not nearly as much as it should have been; but I gained reputation by it, which brought in other business that paid better.

The soil of the lower part of Louisiana being wholly alluvial, intermingled with trunks and roots of old trees which had for ages been brought down by the Mississippi River and deposited along its margin, may be literally said to be afloat, as water everywhere in the vicinity of New Orleans is found at a foot or two below the surface of the ground when the river is high; this causes much trouble with heavy buildings, as the walls sink down to a depth proportioned to their height. The only way to prevent unequal settlement is to

make the width of the foundation commensurate with the height of the walls and the weight which each wall will have to bear; the deeper the foundation is dug, the less capable will it be to support superincumbent weight. I found the best way was to expand the base of the foundation in proportion to the intended height of the walls. For the hotel, I had reckoned on a foot and a half for sinking, but as it continued to go down for five years after it was built, it sunk a foot more than I had allowed before it finally stopped. The progress of the building was much retarded the first summer by the number of deaths that occurred among the workmen from sun stroke or yellow fever; the loss of life from these causes was truly appalling. In addition to this source of trouble I was forced to act not only as the architect, but also as clerk of the works and foreman mechanic in each of the trades engaged in the building, as the only men who could at that time be had knew little or nothing of building beyond the most common structures. I had therefore to direct every movement in each department, by which my employment became very arduous and onerous.

The hotel was finished in 1836, and when completed had entrances from three different streets; the principal one was on St. Charles Street. The basement story consisted of shops and offices which were rented to various occupants. The principal entrances were gained by a flight of granite steps at each end of a projecting platform, on which stood a Corinthian portico, having an inner range of columns, with a deep recess behind them, where the entrance doors were placed.

In the centre of the structure was an octagonal building, which, extending above the roofs, was terminated by a circular order of columns, and surmounted by a dome that produced a fine effect, and could be seen at a great distance from every side on approaching the city. In the basement story of the octagon was placed the bar-room, where an extensive counter was constantly supplied with various kinds of eatables, furnished gratis to any one who chose to pay for one of those drinks or compounds for which American bar-rooms are celebrated; Many a "man about town" lived nearly altogether at this, or at other bar-rooms, and frequently cut short his life by habits of intemperance, first acquired and afterwards kept up by establishments of this description.

On the principal story were placed the dining rooms, the saloons, the private parlours, and the drawing rooms; the kitchens and all the working parts of the establishment, as well as the bathing rooms, were situated in the back wing; there were rooms to lodge and accommodate nearly five hundred people, and the hotel, taken as a whole, was acknowledged by all who then saw it to be the most complete and beautiful structure of the kind that had up to that period been erected in America.

During my first summer in New Orleans, besides the St. Charles Hotel, I was engaged to furnish plans for and superintend the building of a merchants' exchange on Royal Street, which was afterwards converted into the Post-office; the design for the dome and roof over the

large room was somewhat peculiar and caused a good deal of criticism among the builders. There was a Mr. Nicholls, who had for some time previously been the state architect and engineer; he pronounced that the building, if constructed according to my design, would be insecure and the dome could not stand. The building committee, on hearing this, desired me to have the plans altered, but I refused to do this, and invited Mr. Nicholls to discuss the safety of the design scientifically in presence of the committee; but as he declined to do so, I drew up a statement showing in detail, on principles laid down by Tredgold and others, that every part of the construction had been carefully considered and duly provided for: the committee were satisfied, and desired me to go on with the work, which I did; everything was finished in due time, and has remained firm and secure to the present day. My reputation having gained some advantage by this discussion, I soon had applications from other parties for as many plans and contracts as I could possibly attend to.

Having passed through the summer of 1835 without taking the yellow fever, I thought all danger from it for that year had gone by, when late in November, having been much exposed to the weather on a damp cold day, I was in the evening seized by a chill fit, followed by violent fever; a doctor was sent for, who bled me profusely; he returned next day bringing another doctor with him and bled me again; they then considered my case a very perilous one and called in a third;

and the three continued to visit me three times a day to the sixth night, by which time the disease had reached a crisis and I became delirious, but on the following morning had subsided and I was then so feeble that I could not move a muscle nor make any voice heard. By the several bleedings, cuppings, and leechings it was computed that I had in four days lost ninety six ounces of blood, and had taken nearly one hundred grains of calomel in one dose; this produced an effect which everything else had failed to do. That was one of the methods adopted in the treatment for yellow fever in those days; but every year the fever assumed a different type, and required a different mode of treatment; it was only by observing the greatest care and prudence that I was enabled to leave my room at the end of three weeks, after the fever had left me.

During my absence, the building committee of the hotel devoted to me the most unceasing attention; nothing that care or physic could accomplish was left undone, and to this circumstance I chiefly attributed my recovery.

On resuming business again I found myself overwhelmed by difficulties in procuring the services of good workmen to carry out the various contracts I had in hand: I found that mechanics who understood their business, even only tolerably well, preferred taking small contracts on their own account to working for others, so that those who were to be had for hire knew little or nothing of their business, and

required constant supervision and instruction. I had at the time a foreman carpenter who was a very good mechanic; but he, then taking advantage of the circumstances, told me he had received an offer from a man who was long established in business to be taken in as a partner, but that he would prefer remaining with me, if I offered him a similar arrangement; otherwise, he must leave me. Situated as I then was, I felt myself compelled to agree to the terms of his demand; so I took him in as a partner, having one-third interest in the building department of my business, but not in the architectural. He remained with me for three years, but disputes and bickerings having frequently arisen between us, we agreed to separate, and I was made happy on finding myself once again the sole master of my own affairs.

I then engaged as foreman a young Englishman who had been a stairbuilder in my employment for some time previously: he made an excellent foreman, was a most trustworthy person in every way, and remained with me as long as I continued in business.

I also engaged as bookkeeper a most estimable young man who had been brought up in the office of a wine merchant in London; he was intelligent and worthy of all confidence; so that he also remained with me as long as I continued in business.

At the solicitation of my architectural partner, Mr. Charles Dakin, his brother James came from New York in 1835 and they proposed that he should join us as a partner in the office; but I doubted whether

three of us could agree together in such a business as ours. I therefore proposed to withdraw and leave the office to them, stipulating, however, that as the St. Charles Hotel and the Post office were exclusively my own designs, I should continue to superintend them until completed; we separated upon these conditions. I paid over to Charles his proportion of what had been received by us from the commencement, and I left with them all the unfinished business in the office. They continued to practice successfully for a year or two, when Charles removed to and opened a branch office at Mobile, where among other business he made a contract to build a range of brick stores and warehouses; but, whether from the want of sufficient experience as a builder or proper care in the construction, the whole range of buildings tumbled down while the roofs were being put on: this misfortune so preyed upon the spirits of the poor fellow, that, happening to take a severe cold, a rapid disease of the lungs followed, which carried him off in little more than a year.

Having by this time bought some lots of ground fronting on Common and Carondelet Streets in New Orleans, I there established my office and workshops, and occupied them as long as I remained in business.

A plan having been made by Dakin for a new Catholic church in Camp Street, he was employed by the committee to superintend its erection; but, when the walls of the building had reached nearly to the roof, a disagreement between Dakin and the managers took place, and

he withdrew from the undertaking. After much delay, the managers employed me to finish the structure; but before the walls of the tower had risen above the roof, they began to settle down toward one side, from a defective foundation; so that I had to take out the old foundation and put in a new one, without pulling down the walls; this caused much trouble and expense, but I finally succeeded in accomplishing it, so that it has stood firmly to the present day.

The whole of the interior arrangements, the groined ceilings, the altar, the organ, etc. were erected after my designs and under my superintendence.

I had been much embarrassed for some time in procuring timber for the various buildings I had in hand; the sawmills were few in number, and the demands upon them so great, that buildings were often much delayed from this cause. Mr. Thomas Barrett, a well-known merchant of the city, and president of a bank, had a sawmill at Lafayette where I was in the habit of getting much of the timber required for my contracts, wanting to dispose of this mill, proposed to sell it to me, and took much pains in pointing out the many advantages I should derive from having full command of the establishment.

There were two men who for some years had conducted the business of the mill for him: the one, called Walsh, was the manager; the other, called Burdon, was the bookkeeper; both lived upon the premises; and Barrett, giving them excellent characters, strongly advised

that I should join with them in the business of the mill and in the purchase of the property on which it stood, and to allow them a liberal salary for managing the business. I took the advice of some friends upon it, and in an unlucky hour I decided upon entering into the speculation.

The property consisted of three squares of ground, twenty-five Negroes, a stock of horses, mules, etc., the sawmill with steam engine and machinery, all in tolerably good working condition; the price was one hundred and forty thousand dollars; for which we gave jointly our promissory notes, bearing interest at six per cent per annum, payable by installments extending over five years; and had my partners acted honestly in the business, it would have been a profitable speculation for all concerned in it. During the first six months the profits amounted to twenty- thousand dollars, and everything went on very hopefully; but for the next six months the profits did not much exceed half that sum: Walsh and Burdon accounted for this great falling off by saying the machinery was growing old and required frequent repairs, by which the work was retarded; at the end of every succeeding six months the apparent profits kept regularly diminishing, though the mill was in full operation; and as the profits no longer sufficed to liquidate the notes given for the property as they became due. The interest upon them was accumulating, and the firm was rapidly drifting into debt. I frequently, along with my bookkeeper, examined the books of the firm, but after the most rigid investigation, no errors were

discovered by which I could prove, though I strongly suspected, nefarious practices by the managing partners. Things went on in this way for a space of three years, at the end of which time, Burdon was killed by being accidentally thrown from his gig. Walsh then evinced the greatest alarm upon finding that of thirty thousand dollars worth of landed property bought by Burdon for himself and Walsh conjointly, in the course of those three years, the whole appeared to stand exclusively in the name of Burdon, and Walsh could show no title to any part of it; so that, with the view of trying to recover some portion of it, he produced several memorandum that had been kept by Burdon, and were filled with entries of lots of timber sold by him to various persons for cash at the mill, but of which he had entered no part in the books of the firm; this accounted for my inability to discover their frauds by examining the books. Walsh pretended to have just discovered these memorandums among Burdon's private papers, and said he was until then wholly unacquainted with their existence, and now proposed that I should join him in suit against Burdon's estate, for restitution of the funds of which he had swindled the firm. Being convinced, however, that both one and the other had been equally concerned in the fraud, I first of all secured those memorandums, placed them in court for safe keeping, and then entered suit against the estates of Walsh and Burdon in solido for the amount of what they had cheated me.

As soon as Walsh found me determined to sue him, he made simulated sales of all the property that had anywhere stood in his name, including a cotton plantation, to a cousin of his who lived upon the plantation at some distance up the river. He then commenced an energetic defence against my suit, to prevent a judgment from being recorded against him for the space of two years from the date of the sales, as by a law of Louisiana, a sale could not be set aside after two years had elapsed from its date, excepting where a judgment from a court could be recorded against it before the end of that time. So that, when I had at last obtained a judgment for sixty thousand dollars against Walsh and Burdon, it was too late, for no property belonging to Walsh could then be found that I could legally touch; and as for Burdon's estate, so many privileged creditors appeared that very little of it was left for any one.

Walsh, having then retired to his plantation, demanded from his cousin a reconveyance of the property with which he had intrusted him; but this the latter refused to do; the property stood now in his name, and he said he intended to keep it so. On this Walsh became perfectly furious; he lost all self-control, took to drinking brandy, went about with a bottle in his pocket, and a gun on his arm, in a state of absolute frenzy, awaiting the re-appearance of his cousin who had fled from the plantation. After several days passed in this manner, Walsh suddenly disappeared; but within a week a body was found

floating in the river, about sixty miles below the plantation, which on being examined proved to be that of Walsh shot through the heart by a charge of buck shot; his cousin was suspected of the murder, but as no proof could be adduced against him he was permitted to go at large. Such was the end of those two men by whom I had been cheated and robbed in so villanous a manner, and adds one more proof to the truth, of the saying, that "honesty is the best policy."

Having at length obtained exclusive possession of the saw-mill and its appendages, I tried energetically to clear off the debts with which it was encumbered, and was making satisfactory progress when the mill took fire and was totally burnt down. I fortunately had it insured for two-thirds of its value; and I now consulted the holders of the mortgage notes upon it as to the most prudent course to be pursued. I proposed to sell the whole property by auction in separate lots, the proceeds of which, along with the amount insured, ought to clear off all the debts upon it. The creditors agreed to this. I caused a sale to be made of everything belonging to it, paid off the claims against me, and after infinite trouble got clear of the unfortunate speculation, which had absorbed the produce of a lucrative business for ten of the best years of my life, between the ages of thirty-five and forty-five years.

I set to work again with renewed energy, if not a wiser, a more prudent man; and in the course of years succeeded in realizing

sufficient property for the supply of all reasonable wants.

In the autumn of 1836 my wife and son came to me from New York, with John and his family, and remained with me during the winter; but as soon as the hot weather of summer set in my wife and son both became so ill that the doctors advised their departure for the north. John and his family were also equally anxious to go northward; they had not prospered in New Orleans, for while in the winter he was visiting a planing machine his foot was caught by the machinery, and so much injured as to keep him on crutches for several months. They, therefore, all set off together by sea for New York, where John and his family have continued to reside to the present time.

My wife having taken up her residence at New York concluded to remain there and attend to the care and the education of our only son; who was, after a year or two, sent to an institute established on Long Island by the Reverend Doctor Hawks, and there remained with few intermissions until that establishment was closed in 1843.

While engaged at building the St. Charles Hotel, I made several contracts for building houses and stores for various other parties, and then introduced the system of ten hours' labour for a day's work; this was hailed by the men as a great amelioration, as the custom up to that time had been to work from sunrise to sunset, which was very distressing to the men in the hot days of summer, without, upon the whole, producing any greater amount of work. I also established another custom, that of paying every man the full amount of his wages

at the end of every second week. By these means I acquired so much popularity, that I could always command the services of the best men in each department and thus accomplish a greater amount of business in a given time, of better quality and with less trouble to myself, than could any other builder at that time in the city. I let out the brick-work, stone work, plastering, painting, slating, and ironwork, to persons already established in those several trades, and I made it a practice to employ the same people, when possible, in each department, as long as I remained in business. I mention these particulars for the purpose of showing how I was enabled to conduct so large a business with so few assistants as I at any time had with me, and especially in such a climate as that of New Orleans.

While living in London, where every inch of building ground is turned to the best account, I had some experience in contriving to make the most of small spaces, and I now turned this knowledge to good advantage. There were three gentlemen who owned, among them, one lot of ground of no very great extend, and consulted me as to the best mode of improving it. One of them said in a jocular way he should like three good houses built upon it. I took the hint, and made a plan for three houses, which appeared so feasible that they made a contract with me to build them, and when finished the owners expressed the highest satis-faction, and called them the "three sisters."

State of Louisiana

Purchases

Battleground

From

Pierre Bachelot

February 19, 1855

for

$5,000

APPENDIX

Guyol, Theodore

Jan. - March 1855

Act No. 31

Folio 102

19th February 1855

Sale of Property

Pierre Bachelot

to the

State of Louisiana

United States of America

State of Louisiana

Be it known, that on this nineteenth day of the month of February, in the year of our Lord one thousand eight hundred and fifty five - and of the Independence of the United States of America, the Seventy ninth:-

Before me, Theodore Guyol, a Notary Public, duly commissioned and sworn for the Parish of Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned,

Personally appeared

Pierre Bachelot, residing in the Parish of St. Bernard, in this State, _____

Who declared that for and in consideration of the price and sum of Five Thousand Dollars, to him in hand well and truly paid in ready money by the State of Louisiana the receipt whereof is hereby acknowledged and a full release, discharge and acquittance granted for the same, he does by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations or other encumbrances whatsoever unto the Said State of Louisiana for ever _____

A certain portion of land with all and singular the improvements thereon, rights, privileges, customs, servitudes, ways and appurtenances thereunto belonging or in anywise appertaining, situate in the said Parish of St. Bernard about four miles below this city, and on the left bank of the River Mississippi, having in French measure, ninety one feet ten inches front on said River and running back between side lines opening in such manner as to give a width of two and a half arpents at the distance of fifteen arpents from the said River and from this point running back between two side lines, one of which closes seven feet eight inches so as to give a width of four hundred and forty three feet on the rear line at the distance of Eighty arpents from the said River, the whole bounded on the upper side by the property of

Madme V^ve. Lombard, and on the lower side by that of Mr. Martin M. Villavaso, and in conformity with a plan drawn by Allon d'Hemecourt on the twenty eighth day of December 1851.

This same property was purchased by the present owner (Pierre Bachelot) from Eitenne Villavaso, by an act passed before Felix Percy, Notary Public in this City, on the Twenty seventh day of July Eighteen hundred and fifty two: the said Villavaso acquired it by purchase from the Succession of Edouard Prevost deed by act before the said Percy Notary on the twenty fifth day April Eighteen hundred and forty nine: it was acquired by the said Prevost as heir of his mother Madme Marguerite Verret deceased wife of Solomon Prevost and was purchased by her from Jean Rodriguez by act passed before Phillippi Pedesclaux then a Notary in this city on the Seventh day of May Eighteen hundred and Seventeen, _____

To have and to hold the said property, rights, privileges unto the said State of Louisiana, as a public place forever under the provisions of the Statue herein after recited.

And the said Vendor binds himself and his heirs to warrant and for ever defend the said property against all legal claims and demands whatsoever: and he moreover cèdes and transfers unto the said State of Louisiana, all the rights and actions of warranty, to which he is or may be entitled against all former owners of the said Property hereby subrogating the said purchaser, the State of Louisiana to the said rights and actions to be by her enjoyed and exercised in the same manner as he might or could have done.

This Sale is accepted pursuant to and by virtue of an act of the Legislature of the State of Louisiana entitled "An Act for the relief of the association for the Jackson Monument and for the erection of a Monument upon the Battle Ground of the Eighth of January, one thousand eight hundred and fifteen" - approved 26 February 1852 by Joseph Walker, Jean Baptiste Plauche, Charles Gayarre, Abiel D. Crossman, Joseph Genors, James H. Caldwell and Pierre Seuzenean, the Committee appointed by the said act all of whom are here present accepting and purchasing for and in the name of the State, and acknowledging due delivery and possession of the said property for the purpose expressed in said act to wit, the erection of a monument to commemorate the Battle of the Eighth of January Eighteen hundred and fifteen. _____

The said property is free from encumbrances as appears

from the annexed Certificate of the Recorder of the said Parish of St. Bernard with the exception of the mortgage granted by the said Bachelot in favor of his vendor, by a clause in his act of purchase hereinbefore mentioned to secure the payment of the two promissory notes for the sum of Sixteen hundred and sixty six dollars sixty six and two thirds cents each drawn by him to the order of and endorsed by himself dated 27th July 1852 and made payable in one and two (?) years after date. _____

And here personally appeared Edmond Valcour Wiltz, of this city, who declared that as last holder and owner of the above described two promissory notes, which have been exhibited to me, said Notary, duly acquitted and defaced, he received payment thereof from the said Bachelot, wherefore he cancels and annuls the mortgage as aforesaid by which the payment thereof was secured and fully authorizes and requires the Recorder of Mortgages for the said Parish of St. Bernard to erase the same from his Books.

And now, to these present personally came and appeared Madam Marie Michaele Celinie Wiltz, of lawful age, wife of the said Pierre Bachelot, _____ who after having taken cognizance of the foregoing act, which I, the said Notary, carefully read and explained to her, declared and said that she approves and ratifies the same, and further that it is her wish and intention to release in favor of the said State of Louisiana the Property herein conveyed from matrimonial dotal, paraphernal and other rights, and from any claims, mortgages or privileges to which she is or may be entitled, whether by virtue of her - marriage with her said husband - or otherwise....

Specifications

for

Chalmette Monument

October 29, 1855

APPENDIX

/National Archives -
Feb. 15, 1951/

Guyol, Theodore

July-Dec. No. 554

26 October 1855

Building Contract

John Mitchell

with

John Stroud & Co.

Newton Richards

Be it known that on this twenty sixth day of the month of October in the year of our Lord, One Thousand eight hundred and fifty five, and of the Independence of the United States of America, the Eightieth

Before me, Theodore Guyol, a Notary Public duly commissioned and sworn for the Parish of Orleans, State of Louisiana and in presence of the Witness herein-after named and undersigned. _____

Personally came and appeared Newton Richards, and John Stroud, of this City, the latter acting for and on behalf of his firm of John Stroud & Co., parties hereto of the first part. _____

And John Mitchell, also of this City, party hereto of the Second part. _____

Which said appearers declared that they had contracted and agreed and do by these presents, mutually contract, agree and bind themselves, the one party unto the other party as follows, to wit-: _____.

The said John Mitchell hereby agrees and binds himself to furnish and provide at his own proper cost - all the timber, pins, bricks, sand, lime, cement and other necessary materials, to do all the digging, grading and masonry required for the construction and building of the foundation of the Monument to be erected by the Jackson Monument Association on the Battle Ground below this City, and to restore and

repair all the fences or buildings which he may disturb or injure in the progress of the work, and place the premises in as good order and condition as he may now find them. _____

Which said foundation is to be constructed in exact conformity with the following specifications.

Excavation - - The earth shall be excavated fifty six feet square to the depth of Seven and a half feet below the general level of the Surface of the ground: the bottom to be perfectly levelled for laying the timbers upon, and the earth thrown out of the excavation shall be banked up all around the Brick work of the foundation after it is built, well rammed about two and a half feet high, and evenly graded off on a regular inclination to a point all around the Monument. _____

Timber - - A flooring of timber is to be laid in the bottom of the excavation, to start the brickwork upon: which flooring shall be Fifty six feet square, and formed of two courses of sound timber, each course to be eight inches thick and one to be laid transversely across the other, and to be fastened at every alternate crossing through both courses with Oaken trenails of one and a half inches in diameter: all the pieces of timber to be straight laid close together, and thoroughly rammed down to a solid, even and level bearing and the joints and interstices, if any, to be thoroughly filled with mortar in each course it is laid. _____ The short cross timbers are to be laid under the longitudinal ones on each side so that the long timbers may all crop each other at all the four corners of the foundation. _____ The timbers to an extent of twelve feet square in the centre of the floor are to be disconnected from the surrounding ones. _____

Mortar - - The mortar for the foundation is to be made of the best quality of fresh made lime and batture sand, one third lime at least, all thoroughly and properly mixed before using, and all the beds and joints of the brick, to be thoroughly filled and pointed with proper mortar as they are laid. _____

Cement -- All joints in the brickwork exposed to the effects of the weather must be thoroughly filled with mortar or Hydraulic Cement and Sharp Sand of the best quality, properly porportioned, and mixed so as to prevent the access of water.

Bricks -- The foundation above the timber is to be of the best quality of sound and hard burned Bricks, all to be properly moistened with water when laid, and to be level and solidly bedded in mortar, and all the joints perfectly filled and flushed with it.
The Brickwork of the foundation is to be started on the timber Fifty four feet square, and to be built up solid and battering in regular offsets on each course of bricks to an angle of forty five degrees on each of the four sides, perfectly level to the height of Eighteen feet eight inches where it shall be not less than Sixteen feet eight inches square.

All of which is to be done in the most workmanlike manner and completely finished on or before the First day of January next.

In consideration whereof the said John Stroud & Co. and Newton Richards hereby bind themselves, their heirs and assigns to pay to the said John Mitchell, his heirs or assigns the sum of Seven thousand one hundred & fifty dollars, in the manner following, to wit:
When the excavation is made and the timber laid, Fifteen hundred dollars.
When the Brickwork is built from the bottom to the height of Six feet, twenty five hundred dollars and when the whole work is completely finished in accordance with the foregoing specification, Three thousand one hundred & fifty dollars.

And it is further agreed that the said John Stroud & Co. and Newton Richards shall accept orders drawn on them by the said John Mitchell in favor of any person or persons for materials purchased by said Mitchell to be used in the works aforesaid, which orders shall be payable out of the payments hereinbefore specified as they shall become due.

Done and passed in my office in the City of New Orleans, the day, month and year first above written, in the presence of William G. Larham and Paul Abat witnesses, who have signed with the parties and me, the Notary, after reading the whole.

Paul Abat

W. G. Larham

John Mitchell

John Stroud, Jr.

Newton Richards

Theo Guyol
N P

T. Guyol

April - June 1855

to 417

"No 417

28 June 1855

Contract

Jackson Monument

Association

with

Newton Richards

and John Stroud & Co.

Builders

Specifications of Materials and construction of a Monument to be erected on the plains of Chalmette near the City of New Orleans in commemoration of the signal Victory achieved there by the Armed Citizens of the United States under the command of General Andrew Jackson, over the English invading Army under the command of General Packenham on the 8th of January 1815 _____

. . .

Marble The exterior surface of the Pyramidal Base, Frontices, Shaft of obelick and Apex is to be of Marble Ashler, the same to be taken from such of the Northern or Eastern Quarries as may be selected for its sound and durable quality to be well and properly tooled or tooth dressed and laid up in regular courses. _____

The Ashler for the vertical face of the Pyramidal base course as represented on the drawings, to be not less than three inches thick and that for the horizontal face eight inches - The Ashler facing of the shaft or obelisk is to be from three to five or eight inches thick as it may happen in quarrying, the thin and thick courses is to be placed alternately so as to form a bond with the brick work and to be laid up battering on the face according to the drawings, The shaft being Sixteen feet & eight inches at the base and twelve feet and six inches at the top the beds of the Ashler must be all cut to a perfectly Horizontal line _____ Every piece in each alternate course of Ashler is to be securely cramped to the brick work with cramps one foot long of 1/4 x 3/8 inch flat iron bars let into the marble two inches and turned in the brick work three inches and crossed in the marble with a bitiminous sand and lime cement _____
The exterior style as shown on the drawing ascending the Base to the entrance will be solid _____
Rabbits 2-1/2 inches shall be cut in the janibs (?) and headed at the entrance door.

The floor in the entrance will be flagged with Marble _____
The chamber floor at the landing of the stairs will be of Marble three inches thick supported on Marble beams eight inches rise by six inches thick one end of which resting not less than six inches in the outer wall and the other on the centre column or Newell. All properly fitted and

arranged around the opening of the stairs - The Marble Ashler is to be properly fitted at all the apertures or openings in the Shaft and the joints of these for light and look out shall be splayed inside and out, and up and down at an angle of 15° _____

Stairs — A flight of Stairs are to be constructed to ascend the interior of the Monument in a circular form from the foundation to the landing eight feet below the Apex ___ Each step to be firmly built into the Newell post at one end and into brick wall at the other end _____ The stairs may be of Stone or Iron as the Commission may elect _____

Openings — There will be one opening for a Door entrance through one of the frontices at the base of the shaft not less than 3-6" wide and eight feet high in the clear with rerals(?) and recesses in the Wall for frame and door _____ There will be eight openings in the shaft properly distributed on each side to admit light and ventilation to the Stairs, they will be six inches wide horizontally and eighteen inches high vertically ___ The wall on the sides and above and below will be splayed from a point beginning with three inches of the face of the wall at an Angle of forty five degrees to the inside of it - There will be two or three openings in each side of the obelisk at the top from the Chamber eighteen inches high and six inches wide with inside reveals and necessary fir frames and splayed as above on the inside above and below outwardly on the same angle to the face of the wall _____ These openings in the Chambers shall have frames revealed entirely into the wall and sashes with glass hung and swinging inside into the recesses _____

All the openings in the shaft shall have marble sills through the wall and projecting two inches inside _____ The sill for the Door frontice shall project two inches outside and at the ends.

Door — The entrance door is to be of wood three feet six inches wide by eight feet high in clear of jambs, Two and a half inches thick made of two thicknesses of stuff secured together - Made in two folds with four flush panels in each, to be studded, on the outer face with round headed

bronze nails _____
The folds to swing inwardly into the recess formed in the wall they shall be hung with three pair of five inch butts to each fold to the rabbits in the Marble jamb, one fold to be fastened with a long bolt at top and short bolt at bottom one inch square the top bolt to slide in and out of a staple let into the Marble four inches above the top of the door - the lower bolt to slide in and out of socket prepared for the purpose below _____
The other fold of the door shall be fastened with a heavy substantial lock suitable for the purpose with two keys, the same to be worth not less than ten dollars _____

Hand Rail There is to be a wooden hand Rail three inches diameter in each side of the interior stairs from bottom to top securely fastened two and a half inches from the wall by iron clasp to be cranked below the rail so as to clear the passage of the hand up and down _____

The opening of the stairs into the Chamber at the top is to be enclosed with a strong iron railing and gate two feet nine inches high all securely and properly fastened ___

Emblems Appropriate emblems in relief are to be placed upon each of the four-frontices, the same to be made of Marble or Bronze the whole as may be ultimately determined by the Commissioners _____

Inscription
Appropriate inscriptions may be placed around the Frontices
_____

Newton Richards
John Stroud & Co.

New Orleans May 30th 1855

LETTER OF FRANKLIN MARION GENTRY TO FRANCIS F. WILSHIN RELATIVE TO CHARLES MYNN THRUSTON AND WILLIAM HENRY DANGERFIELD - PLANTATION OWNERS OF THE BATTLEFIELD AREA

c o p y

FRANKLIN MARION GENTRY
Manhasset Woods Road
Manhasset, New York

Sept. 6, 1951.

Mr. Francis Wilshin, Historian,
National Park Service,
c/o Fredericksburg National Military Park,
Fredericksburg, Va.

Dear Mr. Wilshin;

I am very grateful indeed for your letter of recent date in reply to my inquiry of Aug. 5, 1951, and my letter of May 25, 1951, addressed to Mr. Russell A. Gibbs, Superintendent of Chalmette National Historical Park, which he forwarded to you. The delay in my reply has been to enable me to have the short biography of Col. Charles Mynn Thruston typewritten. Your letter with its inclosures certainly answers very extensively, conclusively and authoritatively the question which I asked. I am also particularly glad to have the copy of Lafon's survey map of 1808 which according to the deed of 1813 was attached thereto by the Thruston heirs.

First of all let me say that the name is Thruston, not Thurston, at least not since 1580 in England. I am a direct descendant of Rev. & Col. Charles Mynn Thruston and the family have for fourteen generations been very particular about the spelling of the name and it is pronounced exactly as spelled. In fact the motto on the coat-of-arms is "Thrust On".

I inclose a sketch upon which I have drawn to scale the survey points from Lafon's 1808-1813 map superimposed upon the map of the Battlefield (drawn to the same scale) as taken from a folder published by the Chalmette National Historical Park. It is obvious from this map that the Thruston plantation comprised almost the entire Battlefield of Jan. 8, 1815, and extended beyond the Chalmette residence. In fact the Master house shown on Lafon's map falls just about on top of the Chalmette residence and plantation houses shown on the historical map. Thus obviously the Thruston mansion was the Chalmette residence at the time of the Battle of New Orleans. This is confirmatory of the tradition in the Thruston family that Col. Charles M. Thruston owned and died on Chalmette plantation, dieing in the residence there and buried a short distance southeast of it. Note that the house on Lafon's map is not drawn to scale and obviously only approximately located on the map. There are no survey lines or

distances noted to locate it exactly and the house is drawn about 7 toises in length (420 ft.), an obvious exaggeration. At that time it would certainly be unlikely that the Thruston and Chalmette houses would be located so close together, especially as the Thruston property included a mill and a number of other buildings, such as are indicated on the historical map. There is no doubt whatever in my mind that the Thruston mansion later became known and was occupied before the Battle by the Chalmettes. As far as I can make out, the old Chalmette property was not a very large plantation sandwiched between the Thruston and Bienvenue plantations until the Chalmettes acquired the former in 1813.

I would guess that the Master house on Lafon's map was probably further back from the river than approximately shown by him on his map. In my opinion, relying upon the note found in the R. C. Ballard Thruston papers in the archives of the Filson Club, the grave of Col. Charles M. Thruston must be located about 2,500 ft. southeast of the National Monument and probably at about the present levee edge or possibly 200-300 ft. out in the river southeast of the location of the Chalmette (Thruston) residence. It is of course possible that the grave was removed, owing to the inroads of the river, when the present levee was built, or otherwise. This removal might account for the tradition that he lies beneath the National Monument.

I can give you very little about Henry Dangerfield except the following: He was called Henry in the will of Col. Thruston, who was his father-in-law, and elsewhere in several legal papers he is called Henry. However, genealogies refer to him as William. He had a double name apparently and I have seen it stated that he was William Henry Dangerfield. He was from Winchester, Va., and on Aug. 10, 1794, in Frederick Co., Va., married Elizabeth Mynn Thruston. She was born April 6, 1775, in Frederick Co., Va. Henry Dangerfield went to Mississippi about 1808/9 with Col. Charles M. Thruston and his brother-in-law, George Flowerdew Norton, who married another of Col. Thruston's daughters (I am descended from him). They were all close friends of David Holmes, first Territorial Governor of Mississippi who prevailed upon them to migrate from Virginia to Mississippi. I think Dangerfield was in the army for a short period for there is an affadavit concerning him in the Thruston-Weeks-Conrad papers in the archives of the Univ. of La. at Baton Rouge which mentions a conversation with him at a cantonment at Washington, Miss. around 1810/11. He was the first Secretary of the State (or Territory) of Mississippi. His obituary appears in the "Mississippi Republican", Natchez, Miss.,

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issue of Mar. 1, 1815, but I have not looked it up to get the exact date of his death. There was a William Dangerfield who died near Natchez in 1820, who may have been his son. His widow was living in Natchez, Miss., in 1835, but I do not know when she died. They were survived by one daughter who married Gen. Felix Houston (not Sam) of the Texas Army. This is all that I know about them.

It so happens that I have just completed a short one-page biography of Rev. & Col. Charles Mynn Thruston and a one-page bibliography of references to him, a copy of which I am pleased to inclose. He was a distinguished clergyman, soldier and patriot. He was a close friend of George Washington (one of his daughters married into the Washington family and lies buried in the cemetery at Mt. Vernon adjoining Washington's tomb), an associate of Patrick Henry, kinsman of George Wythe of Williamsburg, Va., signer of the Declaration of Independence, and of Edmund and Peyton Randolph, Virginia patriots, kinsman of Robert Carter Nicholas, Treasurer of the Colony and first Treasurer of the State of Virginia, etc., etc. It is a shame that his final resting place goes unmarked with memorials being erected to much lesser lights who gave so little to their country. Mrs. G. G. de Coligny, of New Orleans agrees with me that his situation should be corrected. Can you do anything to further the project?

Thanking you for your help, I am,

Yours very truly,

(SGD.) FRANKLIN M. GENTRY
Franklin M. Gentry

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ANCESTOR'S SERVICES

REV. AND COL. CHARLES MYNN THRUSTON was born Nov. 6, 1738, in Gloucester Co., Va., the son of Col. John Thruston and his wife Sarah Mynne. He married first Mary Buckner and second Ann Alexander, leaving descendants by both wives. He died March 21, 1812, on his plantation at Chalmette, St. Bernard Parish, La. He completed his education at William and Mary College in 1754 and in 1758 served as Lieutenant of Provincials under Gen. Forbes in the French and Indian Wars, taking part in the expedition to capture Fort Duquesne (now Pittsburgh) after Gen. Braddock's defeat. Later he became a Captain of Colonial Militia. He served as Vestryman of Petsworth Parish, Glouster Co., Va., and after a few years went to England to study for the ministry. After taking Holy Orders in 1765 from the Bishop of London, he returned to Gloucester Co., Va., and became Minister of Petsworth Parish until 1768 when he removed to Frederick Co., Va., where he served as Minister of Frederick Parish until 1777. He was Chairman of Committee of Safety of Frederick Co., Va., in 1774; Representative in the Virginia Conventions in 1775-6; and Member of the Court of Commissioners in 1776. From his pulpit and elsewhere he espoused the cause of American Independence, harangued the youth of the community to join the army, and was active in the procurement of military provisions and supplies. At the start of hostilities, he laid aside his clergyman's robes and at his own expense organized a company of volunteers of which he was elected Captain, thereafter becoming known as "The Fighting Parson of the Revolution". With his company he marched to New Jersey to join the forces of Gen. George Washington. He was promoted to Colonel, Jan. 15, 1777, of one of the additional Continental Regiments under the immediate command of Gen. George Washington. At the Battle of Piscataway, near Amboy, N. J., on March 8, 1777, he led his troops into action against vastly superior numbers and had an arm shattered in the engagement. His son, then only eleven years old, served as his aide. Virginia was unable to recruit sufficient men to complete Thruston's Regiment, whereupon it was consolidated with Gist's First Continental Regiment and Col. Thruston resigned Jan. 1, 1779, as a supernumerary. He continued to support the cause of American Freedom and was active in the affairs of Virginia. He was Member of Committee to Outfit Troops in 1781; Member of the House of Delegates, Continental Congress in 1781; Justice of Frederick Co., Va., in 1790; and was successively a founding Trustee of Warm Springs, Va. (now Berkley Springs, Morgan Co., W. Va.); Boonesborough, Ky. (although he never went there); and

Front Royal, Va. In 1808 he moved south, stopping for about two years in Tennessee and Mississippi, then moving on to New Orleans, La. He lies buried on his plantation at Chalmette, the Battle of New Orleans having been fought over his grave. A short time before the battle his heirs sold the plantation embracing most of the battlefield, to Ignace Delino DeChalmette.

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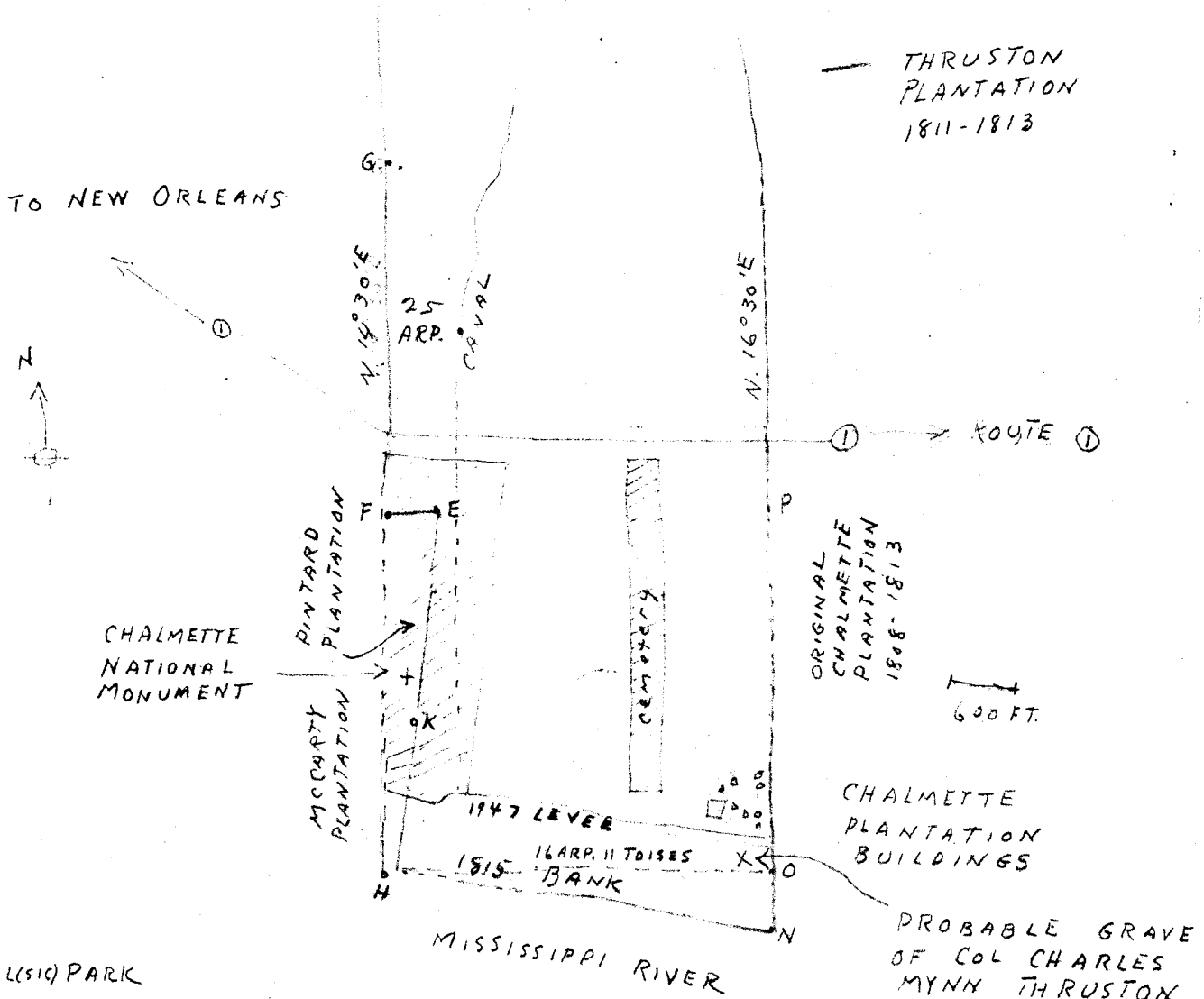
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IDENTIFICATION FROM LAFON SURVEY MAP (1808/13) OF PRESENT LOCATION OF CHALMETTE PLANTATION, ST BERNARD PARISH LA., OF COL CHARES (sic) MYNN THRUSTON

FRANKLIN M. GENTRY
MANNHASSET N.Y.
8/27/51

GENTILLY

THRUSTON PLANTATION 1811-1813



NATONAL (sic) PARK AREAS

MO = 3,108 FT.
OF = 3,600 FT.
HF = 3600 FT.
HG = 7,200 FT.

LETTERS MARK SURVEY POINTS TAKEN FROM 1808-1813 MAP OF PLANTATION OF COL. CHARLES M. THRUSTON AT CHALMETTE, SUPERIMPOSED ON THE HISTORICAL MAP IN PAMPHLET OF CHALMETTE NATIONAL PARK, SHOWING THAT THE THRUSTON PLANTATION EMBRACED THE ENTIRE BATTLEFIELD [Overstatement] THE THRUSTON MANSION, MILL ETC. APPEARS TO HAVE BEEN WHAT WAS LATER PURCHASED BY IGNACE DELINO CHALMET AND WAS THEREAFTER KNOWN AS THE CHALMETTE MANSION

Traced by
Francis P Wilshin

LETTER FROM KARL L. TREVER, CHIEF
INTERIOR RECORDS SECTION NATIONAL
ARCHIVES TO SUPT. RUSSEL A. GIBBS,
CHALMETTE NATIONAL HISTORICAL PARK

COPY

GENERAL SERVICES ADMINISTRATION
NATIONAL ARCHIVES AND RECORDS SERVICE
WASHINGTON 25, D.C.

February 6, 1951

Russel A. Gibbs, Supt.,
Chalmette National Historical Park
N. P. Service, Department of the Interior,
Box 125, Arabi, 16, Louisiana

Dear Mr. Gibbs:

This is in reply to your letter of January 22, 1951, requesting information concerning the erection of the memorial monument on the Chalmette Battlefield.

An examination of the records of the National Park Service in the National Archives has produced the statement that the Chalmette Monument was originally designed by Newton Richards, whose plans, were accepted by the Jackson Monument Association in May 1855. According to the above-mentioned statement the original construction of the monument was begun by the association mentioned, under authority of the State of Louisiana. According to another document, a report dated May 17, 1928, the state of Louisiana on February 19, 1855, purchased a tract of land to preserve and commemorate the battlefield and work on the monument was begun the same year by the state itself. Both documents agree that the monument was not completed at that time.

By act No. 41 of the session of 1902, the legislature of Louisiana agreed to transfer to the United States the Chalmette Monument and the surrounding ground where was fought the battle with the British on January 8, 1815, providing that within five years the Federal Government would make an appropriation sufficient to complete the monument.

By act of Congress approved March 4, 1907, an appropriation of $25,000 was made for the completion of the monument. The design of the memorial was approved by the Secretary of War on May 17, 1907, and the work concerning the construction and the disbursement of funds was assigned to the United States Engineers of the War Department. On December 7, 1907, a contract for the completion of the monument was made with M. P. Doullut, of New Orleans. Work was commenced on January 16, 1908, and was completed by the contractor in December 1908. During March 1909 the custody of the monument was transferred to the "United Daughters of the Revolution and 1812," as required by the act of March 4, 1907, under authority of a letter from the Secretary of War dated March 5, 1909.

During November 1912 the "Association, United Daughters 1776-1812," reported that certain repairs were needed. These repairs consisted of furnishing and attaching two marble panels and 14 other panels to brick work with bronze expansion bolts; providing a new brass key for the lock; scraping and painting the ceiling and clearing the lintels in the observation room; repairing the bronze casing of windows, etc.; removing dis-

coloration from the outside above and below the observation windows; and repairing the concrete walk to the monument. At the end of the fiscal year 1913, the repairs were completed with the exception of the placing of a few bolts. These repairs cost $200 and the final payment was made to the contractor on July 25, 1913.

In 1915, the Engineer Officer in charge at New Orleans, Louisiana, was requested to furnish to Colonel William W. Harts, Secretary and Executive Officer of the Commission of Fine Arts, blue prints showing a drawing of the monument drawn to scale. As a result the records received from the Fine Arts Commission contain some blueprints including: "Sheet No. 3, Elevations and Sections of New Work" required for completion of the monument according to the design approved by the Secretary of War, May 17, 1907, and also "Sheet No. 5, View of Completed Monument." Both sheets were drawn under the direction of Captain J. F. McIndoe, United States Corps of Engineers, by Alfred F. Theard, Civil Engineer and Architect of New Orleans, Louisiana.

The records contain more information concerning the Chalmette monument, but no other mention was found concerning its erection. Additional information may possibly be secured from newspapers, the state archives or the state historical society. The deed from the state of Louisiana to the United States was drawn on May 24, 1907, accepted by President Roosevelt on June 5, 1907, and is recorded on folio 248 ff., Conveyance Book No. 21, in the office of the Clerk of Court of St. Bernard Parish, Louisiana.

Very truly yours,

For the Chief Archivist,
Natural Resources Records Branch

By (sgd.) Karl L. Trever, Chief
Interior Records Section

GENEALOGY

of the

de LINO de CHALMETTE FAMILY

GENEALOGY OF THE de LINO de CHALMETTE FAMILY

Chalmette Coat of Arms

Ecartele aux I et 4 d'argent a la croix de Lorraine de sable

Aux 2 et 3 de Gueules a la tour d'argent maconne de sable.

Claude Martin Sieur de Lino
married
Antoinette Chalmette de St. Nizier, bishopric of Lyon, France.
She was interred at Quebec, December 7, 1731.

First Degree

Mathurin Francois Martin Sieur de Lino, Councillor of the Sovereign Council of Quebec, baptised in that city in 1657, son of Claude Martin de Lino and Antoinette Chalmette, married April 30, 1685, Catherine NOLAND, named the Chevalier, and of CATHERINE HOUART, widow of GUILLAUMA de GEAY. Witnesses at the marriage contract of Pierre Noland and Catherine Houart were: d'Avangour (Governor), Descartes, Baron d'Eumenil, Jacques des Cailhaut, Lieut. Governor; Madeleine de Chavigny, widow of Baron de la Pelleterie and Etienne Renault de la Touche.
Issue 17 children.

Second Degree.

I- FRANCOIS MARTIN de LINO, Attorney of the King, baptized at Quebec April 13, 1686 and married in the same city, November 3, 1712 to ANGELIQUE CHARTIER de LOTHBINIERE, daughter of MARIE MADELEINE LAMBERT and of RENE LOUIS CHARTIER de LOTHBINIERE, Councillor of the King and Civil Lieut. General, etc. Angelique was born September 2, 1693.
Francois de Lino died January 5, 1721 and was interred in the church. His widow remarried April 19, 1722 Nicolas Renaud d'Avesne, Sieur Desmeloise, and Lord (Seigneur) de Neuville, Captain in the Marines. She died December 14, 1772 and was interred in the "Choeur des Hospitaliers" in Quebec.

From her marriage with Francois de Lino there were four children:
1 - Marie Angelique, baptized at Quebec Septe. 18 and buried Nov. 15, 1713.
2 - Angelique, baptized at Quebec November 16, 1715.
3 - Ignace Francois Pierre, baptized at Quebec May 7, 1718. Married in 1750, Rene le Neuf de la Valliere.
4 - Louis Xavier baptized at Quebec May 13, 1720, married at New Orleans, Madeleine Broutin.

2 - Louis baptized May 27, 1687, died Aug. 21, 1690
3 - Catherine baptized June 15, 1688, married at Quebec, March 20, 1708, Jean Francois Hazeur, son of Francois Hazeur and Anne Antoinette Soumande. Their chilfren:

Francois Marie Joseph baptized in 1709.
Ignace " " 1710
Marie Catherine Ursule " " 1714
Catherine " " 1724
Child " " 1727
Marie Jeane Catherine " " 1729
Marie Joseph " " 1730
Michel " " 1732

4 - Guillaume de Lino " Aug. 7, 1690
5 - Charles " " " Jul.31,11691
6 - Jean Marie" " " Aug. 5, 1692
7 - Charles Augustin " Jun. 1, 1694 d. at Baeuport in 1764
8 - Pierre Baptiste " Aug. 26,1695 d. Aug. 1, 1698
10 - Genevieve Francoise " May 17, 1699 married March 7, 1720, Chevalier Gas pard d'Adhernar, sieur de Lantagnac, Lieut. son of Antoine Adhernar, Governor of Manton, Provenceand of Jeanne de Truchi. Their children were:

Catherine: Ignace, 1721
Marie Anne 1722; married Auguste Antoine de la Barb
Pierre Gaspard 1724
Genevieve Francoise 1725
Elizabeth 1726
Marie Charlotte 1729
Jeanne Charlotte 1729
Angelique 1730
Louis 1732
Francois 1732

11 - Jean Baptiste de Lino baptized in 1700, June 29 at Quebec - Interred Sept.17, 1700
12 - Francois de Lino " Jul. 6, 1703
13 - Marie de Lino " May 22, 1705 Interred Dec. 6, 1708
14 - Jacques Philippe de " " Jun.23, 1706
15 - Demis Joseph " " " Apr. 5, 1709
16 - Marie Cecile " " " " 19, 1710
17 - J. B. Claude " " " Oct.27, 1712

Third Degree

1 - Angelique, daughter of Francois Martin, Sieur de Lino and of Angelique Chartier de Lothbiniere, Baptized at Quebec, Nov. 16, 1715

2 - Ignace Francois de Lino, Captain of a ship, councillor and Overseer of highways baptized in 1718 - married in 1750 to Renee le Neuf de la Vailiere - Their children were:

Angelique Renee baptized Aug. 27, 1751 at Quebec
Francois " Nov. 3, 1752
Marie Amable " May 3, 1754
Nicolas " Jan. 28 died Oct. 19, 1758 at Charlesbourg

3 - Louis Xavier de Lino de Chalmette son of Francois de Lino and Angelique Chartier de Lothbiniere, Lieut. of detached troops of Marine Commandant at the Arkansas in 1751; (relative of the Marquis de Vaudreuil, governor of Louisiana, through the de Lothbiniere); born at Quebec May 13, 1750 married at New Orleans, Madeleine Marguerite Broutin daughter of Ignace Francois Broutin, Captain, Engineer in this colony and Commandant at Natchez, and Dame Marie Madeleine LeMaire

(widow of Francois Philippe de Mandeville, ecuyer Sieur de Marigny, Military Commandant at New Orleans).
Louis Xavier de Lino died in 1755 - His widow remarried in 1756, Pierre Denis de Laronde, born at Quebec Nov. 11, 1726 son of Louis Denis, Ecuyer, Siegneur de La Ronde, captain of a company in the Marine and Chevalier (Knight) of the Royal and Military Order of St. Louis and Dame Louise Chartier de Lothbiniere. Of this marriage were:
Louise de LaRonde who first married Andres Almonester and secondly married Mr. Castillion;
Pierre Denis de LaRonde who married Eulalie Guerbois and
Josephine de LaRonde who married Juan Prieto

Fourth Degree

1 - Madeleine Josephine Delino de Chalmette - daughter of Louis Xavier de Lino de Chalmette and Madeleine Broutin - born at New Orleans March 6, 1752, married December 24, 1777, Francois de Verges de St. Sauveur, reformed officer of troops in this colony, son of Chevalier Bernard de Verges, Ecuyer and Chevalier (Knight) of the Royal and Military Order of St. Louis, and of Dame Marie Therese Pinot. Madeleine de Lino died August 26, 1822.

2 - Louis Xavier De Line de Chalmette, sol of Louis Xavier Delino and of Madeleine Broutin, born Sept. 7, 1753, married October 30, 1778, Adelaide Fazende, daughter of Gabriel Fazende and Charlotte de Verges.

3 - Ignace de Lino de Chalmette, on whose plantation the Battle of New Orleans was fought, born August 23, 1755, was the posthumous son of Louis Xavier de Lino and Madeleine Broutin. He married about 1775, Victoire de Vaugine, daughter of the Marquis Etienne de Vaugine de Nuizement, Lieut. Colonel in a regiment of the line and Chevalier of the Royal and Military Order of St. Louis and of Dame Antoinette Pelagie Petit de Livilliers, whose ascendants reach back to the reign of Louis XI and are related to the d'Aguesseau, Coulanges and Sevignes. (See Petit de Livilliers genealogy, page 40).
Ignace de Lino de Chalmette died February 10, 1815. His widow died January 29, 1836.

Fifth Degree

1 - VICTOIRE DELINO CHALMETTE, daughter of Ignace Delino Chalmette and of Victoire de Vaugine, born August 6, 1777, died February 13, 1868, married in 1796, ANTOINE CRUZAT, Treasurer of the Parish of Orleans and Secretary of the Police Jury from August 1814 until May 15, 1848, when this office was disolved by an Act of the Louisiana State Legislature, born at St. Louis, Sept. 2, 1775, son of FRANCOIS XAVIER CRUZAT, Lieut. Colonel in the Regiment of the line, Chevalier of the Order of St. Hermengilde, Lieut. Governor of Upper Louisiana, and of Dame Nicanora Ramos y Tibalde. Of this marriage there were 15 children.

2 - PIERRE DELINO CHALMETTE born. . . . . married at Attakapas to Adelaide . . .

3 - MADELEINE VICTOIRE HELOISE DELINO CHALMETTE married Pierre DeVerges de St. Sauveur, son of Francois de Verges and of Madeleine Josephine Delino Chalmette. Heloise de Lino Chalmette was born in 1778, baptised at the Church of St. Louis in 1780. Died January 16, 1856.

4 - MICHAEL EULALIE DELINO CHALMETTE born Dec. 12, 1783, married June 22, 1814, Francois Pelletier de la Houssaye, son of Louis Pelletier de la Houssaye and of Charlotte Pellerin. She died at St. Martinsville, July 21, 1823.

5 - AIMEE DELINO CHALMETTE - born July 15, 1781 died Oct. 18, 1853.

6 - FRONCOIS DELINO CHALMETTE born in 1789 died Oct. 22, 1815.

ANTOINE CRUZAT

son of Don Francisco Xavier Cruzat, Lieut. Governor of Illinois and of Nicanora Ramos, his spouse, born at St. Louis, September 2, 1775, Captain in the Louisiana Regiment under the Spanish Domination, Treasurer of the Parish of Orleans and Secretary of the Policy Jury of said Parish from August 1814 to May 15, 1848. Died at New Orleans, June 9, 1854.

MARRIED

February 1796

VICTOIRE DELINO DE CHALMETTE

daughter of Ignace Delino de Chalmette and of Victorie de Vaugine, born August 6, 1777 died February 13, 1868.

Issue:

1-Armand....born at the end of 1796..died in infancy.
2-Manuel...born Dec. 27, 1797...died April 11, 1848.
3-Nisida...born possibly in 1799...died Aug. 22, 1878.
4-Luisa..."Dec. 17, 1801...."January 1882.
5-Zoe.....born Oct. 6, 1803....Nov. 4, 1896.
6-Laure....died in early childhood.
7-Victoire born Feb. 26, 1807....died June 18, 1884.
8-Gustave " July 4, 1809..... " Oct. 15, 1868.
9-Celestine " March 5, 1811.... " July 4, 1854.
10-Mathilde " March 31, 1813... " Dec. 7, 1899.
11-Ignace.. " May 21, 1815..... " in early childhood.
12-Eulalie.. " May 22, 1817..... " Sept. 8, 1906.
13-J. B. William Sept. 24, 1819... " Dec. 23, 1900.
14-Charles born May 18, 1822..... " Nov. 19, 1896.) Twins
Edmond " May 18, 1822 . . " in infancy)

It should be noted that through an error number 64 was given to two successive pages.

A BRIEFED

ABSTRACT OF TITLE

ON THE

PROPERTY

OF

NEW ORLEANS TERMINAL COMPANY

PREPARED

FOR

WATTS K. LEVERICH

BY

SCHONEBERGER ABSTRACT COMPANY

CAPTION

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet distant southwardly (measured radially) from center line of Louisiana Southern Railway main track; and running thence South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distances of 69.95 feet, 1784.17 feet and 2389.05 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (measured at a right angle) from first mentioned course or the projection thereof; thence North 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from first mentioned course and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly

boundary of right of way of Louisiana Southern Railway; thence North 72° 40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Louisiana Southern Railway, a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres, and being shown in red outline on blueprint of Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio, which is hereunto annexed and made a part hereof;

All that certain tract, piece or parcel of land situate in the Parish of St. Bernard, in the State of Louisiana, lying next west of Fazendeville Lane and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

Beginning at a point where the west property line of Fazendeville Lane (thirty (30) feet in width) intersects the southerly boundary of right of way of Louisiana Southern Railway, said point being fifty (50) feet southwardly (measured at a right angle) from the center line of main track of said Louisiana Southern Railway; and running thence South 17°33' West, along the west property line of Fazendeville Lane (thirty (30) feet in width), a distance of two thousand nine hundred two and seventy-two hundredths (2902.72) feet, more or less, to a point in the

mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence Northwestwardly, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of four hundred thirty-seven and nineteen hundredths (437.19) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet east (measured at a right angle) of the easterly boundary of Chalmette National Historical Park or the same projected; thence North 25° 30' East, along a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from said easterly boundary of Chalmette National Historical Park as the same was located in February, 1948, and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with the southerly boundary of right of way of Louisiana Southern Railway; thence South 72° 40' East, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Railway, a distance of thirty-five and seven-tenths (35.7) feet, more or less, to the point or place of beginning; containing 15½ acres, more or less; and being shown (corners marked A-B-C-D) on blueprint of said Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio.

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ABSTRACTOR'S NOTE

This abstract is made up by briefing all of the various Acts of Sales as well as all of the Suits and Succession Proceedings that effect the title to the property described in the caption hereof.

The records of the Parish of St. Bernard were burned in approximately the year 1884, therefore the chain of title prior to that date is made up by piecing together the title from the various acts that could be located in the Office of the Register of Conveyances and the Custodian of Notarial Archives for the Parish of Orleans.

The marital status of the parties has been given in all cases where it was shown in the act. If the marital status is not set out in the heading of the various transfers shown herein, it was not disclosed in the transfer.

STATE OF LOUISIANA

STATE LAND OFFICE

BATON ROUGE

Lucille May Grace
Register

I HEREBY CERTIFY that the annexed copy of plat of Township 13 South, Range 12 East, South Eastern District, East of the Mississippi River, is a - - - - - - - - - - - - - - - - - -

true and literal exemplification of the record on file in this office.

WITNESS my hand and official seal of office,

this 31st day of May, 1948.

(SIGNED) Lucille May Grace

REGISTER, State Land Office.

S E A L

STATE OF LOUISIANA

STATE LAND OFFICE

BATON ROUGE

Lucille May Grace
Register

I HEREBY CERTIFY that the annexed copy of township plat of Township 13 South, Range 12 East, South Eastern District, East of the River, is a - - - - - - - - - - -

true and literal exemplification of the record on file in this office.

WITNESS my hand and official seal of office,

this 31st day of May, 1948.

(SIGNED) Lucille May Grace

REGISTER, State Land Office.

S E A L

AMERICAN STATE PAPERS, PUBLIC LANDS, VOLUME 2, 1810-1815.

Page 224:

12th Congress - #193 - 1st Session.

Communicated to the House of Representatives, January 9, 1812.

Treasury Department, January 8, 1812.

Sir:

I have the honor in conformity with the Act respecting claims to land in the Territories of Orleans and Louisiana, to transmit a copy of the report made by the Commissioners for the Eastern District of the Territory of Orleans, on the claims to land within said district which they have not confirmed.* (*The reports now published embrace the claims confirmed, as well as those rejected). On inquiring why the claims in the said report were not arranged into three general classes, as directed by the act aforesaid, I was verbally informed by the Commissioner who delivered the report, that all the claims thus rejected were considered by the Board as belonging to the third class; that is to say, as claims not entitled to confirmation, either under the Acts of Congress, or in conformity with the laws, usages, and customs of the Spanish Government.

A letter subsequently received from another Commissioner is also transmitted.

I have the honor to be, with great respect, sir

Your most obedient servant,

Albert Gallatin

The Honorable the Speaker of the House of Representatives.

"Decisions of the Board of Commissioners of the Eastern District of the Territory of Orleans, of land claims registered in the books of Michael Cantrelle, Deputy Register.

No. 1 - - - - - - - - - - - - - - -

- - - - - - - - -- -- - - - - -

Page 281:

No. 386 - William Brown claims a tract of land, situate on the east side of the Mississippi, in the County of Orleans, containing sixteen arpents, eleven toises and three feet in front, with a depth extending back as far as Lake Borgne, and bounded on the upper side by land of J. M. Pintard, and on the lower by land of Chalmet Delino.

It appears that the front and first depth of forty arpents of this land was actually inhabited and cultivated on the 20th day of December, 1803, and for more than ten consecutive years prior thereto. So much the Board confirm, but reject the claim to the remaining extension of depth."

(sgd) Joshua Lewis

Thomas B. Robertson

LAURENT SIGUR

TO

JEAN BAPTISTE PREVOST

(Copied from Original Record
Translated from the French)

CREDIT SALE

PIERRE PEDESCLAUX, NOT. PUB.

DATED - June 12, 1805

RECORDED -

C. O. B.

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A plantation situated one and a half miles from this city on the left bank of the River, below the city, facing the River, on which stands a master house, sugar house, refinery, store house, negro cabins and several other buildings; adjoining, on the lower side, the land belonging to Mr. Ignace Delino, and on the upper side adjoining land which the vendor had acquired from Mr. Pierre Denis Delaronde and which is now occupied by Mr. Nicholas Doize, with the front and depth measurements thereto belonging such as the vendor enjoyed until this day and such as he had purchased from Mr. Pierre de Marigny by private act dated February 10, 1798 recorded in the office of Mr. Narcisse Brouteu, dated the sixteenth of the same month of February; also (Here slaves mentioned and movable property)

ACQUISITION:

CONSIDERATION: FIFTY THOUSAND DOLLARS ($50,000.00)

TERMS: ONE THOUSAND DOLLARS ($1,000.00) DOLLARS CASH - One Thousand Dollars payable six months from date to the same vendor; - the balance of forty-eighth thousand dollars payable to the syndics

of the creditors of the vendor, of which amount ten thousand dollars on June first one thousand eight hundred six, ten thousand dollars the first of the following December, Sixteen thousand dollars the first of December 1807

(signed) L. Sigur
(signed) Castillon

(signed) George Pollock
(signed) J. B. Ramirez
Witnesses

(signed) Joagn Lozano
(signed) J. B. Prevost
Witnesses

(signed) Pierre Pedescalux

N. P.

LAURENT SIGUR

TO

JEAN BARTON PREVOST

QUITTANCE

PIERRE PEDESCLAUX, Not. Pub.

DATED - June 12, 1805

RECORDED -

C. O. B.

PARISH OF ORLEANS

STATE OF LOUISIANA

(Copied from Original Record
Translated from the French)

* * * * *

Before Pierre Pedesclaux, N. P.

LAURENT SIGUR, Resident, declares receiving from Jean Baptiste Prevost, the sum of ONE THOUSAND GOURDE DOLLARS, which sum he had agreed to pay him according to an act of sale passed between him and the Sieurs _____ and _____ prior to the act of June twelfth of this year, and for the ____ years (?) stated in the said act of which sum he grants him quittance and discharge once more; this present quittance to have the same effect as that of said act.

Done and passed etc. July 11, 1805, in the presence of Jean Baptiste Ramirez and Joaquin Lozano, witnesses, etc.

Witnesses Signed

(Signed) L. Sigur

(signed) Pierre Pedesclaux, N. P.

JEAN BARTON PREVOST

TO

GUILLAUME BROWN

(Copied from Original Record)

CREDIT SALE

PIERRE PEDESCLAUX, Not. Pub.

DATED - March 21, 1808

RECORDED -

C. O. B.

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A plantation situated one mile and a half from this city on the left bank of the River on the lower side and facing the River, upon which plantation is a Master house, a sugar mill, a refinery, stone house, negor cabins and several other buildings; bounded on the lower side by land of Mr. Ignace Delino and on the upper side by that of the vendor, together with the front and depth measurements belonging thereto, and such as belonged until this day to the present vendor, without limit or reserve

ACQUISITION: and such as purchased from the late Pierre Marigny by private act (under seizin) recorded February sixteenth, in the office of Narcisse Broutin, in the year 1798.

DESCRIPTION: Likewise another plantation situated four miles from and below this city and on the same side of the River together with mill and implements, said land comprising three and one half arpents front, by a depth stated in the act of purchase by Mr. Laurent Sigur on December twenty-third, one thousand eight hundred seven before us; which three and a half arpents close at a point measuring one arpent and a half the measurement of the property continuing thus from that point throughout its

ACQUISITION: depth. The vendor acquired said land by purchase the first (described) from Laurent Sigur by act before us dated June 12, 1805, and the second from Nicholas Roche, also by act before us but dated December twenty-first, one thousand eight hundred five.

Sold with all agricultural implements, circumstances, dependencies, servitudes etc. etc.

CONSIDERATION: FIFTY THOUSAND, SEVEN HUNDRED "GOURDE" DOLLARS ($50,700.00)

TERMS: TWENTY FIVE THOUSAND DOLLARS ($25,000.00) IN REAL ESTATE - EIGHTEEN THOUSAND DOLLARS ($18,000.00) PAYABLE TO GEORGE POLLOCK AND JEAN BAPTISTE COSTILION, agents of the creditors of Laurent Sigur on the same terms accorded by the agents to the vendor; and the TWELVE THOUSAND SEVEN HUNDRED DOLLARS ($12,700.00) in notes of the purchaser payable in three years computed from December fifteenth of last year, subjecting and obligating the purchaser with all his real and movable property to pay the above amounts of eighteen thousand and of twelve thousand seven hundred according to stipulated terms.

WITNESSES:

(signed) Joagn Lozano

(signed) J. B. Ramirez

(signed) Guillaume Crown

(signed) J. B. Prevost

(signed) Tonbie Valdes (Interpreter)

(signed) Pierre Pedesclaux

N. P.

WILLIAM BROWN

VS.

HIS CREDITORS

No. 2799

SUPERIOR COURT OF THE TERRITORY OF ORLEANS

PARISH OF ORLEANS

STATE OF LOUISIANA

(signed)

Filed:

* * * * *

We have made a careful search and have not been able to locate the record of this suit in the office of the Clerk of Court for the Civil District Court, Parish of Orleans. Said suit has apparently been lost.

The Abstractor

UNITED STATES OF AMERICA

VS.

WILLIAM BROWN

No. 2324

SUPERIOR COURT FOR TERRITORY OF ORLEANS

PARISH OF ORLEANS

STATE OF LOUISIANA

(signed)

Filed:

* * * * *

We have made a careful search and have not been able to locate the record of this suit in the office of the Clerk of Court for the Civil District Court, Parish of Orleans. Said suit has apparently been lost.

The Abstractor

PHILIP GRYMES, ATTORNEY GENERAL OF UNITED STATES

TO

THOMAS H. WILLIAMS FOR THE UNITED STATES OF AMERICA

(Copied from Original Record in Notarial Archives Orleans Parish)

CREDIT SALE

MICHEL deARMAS, N.P.

DATED: MARCH 15, 1811

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All that Plantation situate lying and being about one _____ and a half below the city of New Orleans, on the left side _____ the Mississippi, having Sixteen acres eleven toises and th_____ on the front with the usual depth, bounded on one side by I. Delino & on the other by Jno. Rodriguez, together with all and singular the buildings and improvements woods, ways, waters, water courses, rights liberties, privileges, hereditaments, and appertances whatsoever, thereunto belonging, or in anywise appertaining, and the r__versions and remainders, rents, issues and profits thereof, and all in the estate right, title and interest whatsoever, of him the said Philip Grymes both at law and in equity, of, in, to and out of the said plantation and premises, hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every or any part and parcel thereof;

ACQUISITION: None shown.

CONSIDERATION: ONE DOLLAR ($1.00)

TERMS: Subject to the following mortgages:

By act passed before P. Pedeschaux, Notary Public, under date of twenty third December eighteen hundred, Laurent Sigur mortgaged the said plantation in favor of F. D. La Ronde for nine thousand four hundred and eight dollars, and on the Sixteenth of March eighteen hundred and fife the said La Ronde released the mortgage on three acres twenty six 5/6 fathoms bounded by Bienvenu, on the twenty eighth March eighteen hundred and seven released one half acre and on the twenty eighth december eighteen hundred and nine transfered the mortgage to Pollack and Lanupe Syndics of L. Sigur ---
By act passed before P. Pedeschaux, Notary public, under date of twelfth June eighteen hundred and five, John B. Prevost mortgaged said plantation (and thirty five slaves) in favour of Laurent Sigur, and the creditorsof said Sigur, as security for forty nine thousand dollars payable one thousand dollars to Sigur and the balance to his creditors, upon which the sum of thirty four thousand dollars has been received in manner following, to wit: on the thirteenth of May eighteen hundred and six, ten thousand dollars; on the twenty seventh of June eighteen hundred and nine fifteen thousand dollars; and on the twenty fifth of March eighteen hundred and nine the sum of nine thousand dollars--
By act passed by the said P. Pedeschaux, Notary, dated the twenty first december eighteen hundred and five John B. Prevost mortgaged in favor of Nicholas Roche the said Plantation as security for six thousand three hundred dollars payable five thousand one hundred forty three cents and three quarters, to Peter Denis Dela Ronde so soon as he may have a right to receive them and eleven hundred ninety nine dollars fifty six cents and a quarter in one and two years receipts for the latter sum have been given viz: on the sixteenth January eighteen hundred and six for seven hundred dollars and the four hundred ninety nine dollars and fifty six cents and one quarter on the sixteenth May eighteen hundred and eight --
By act passed before the said Pedeschaux dated the twenty first of March eighteen hundred and eight William Brown mortgaged in favor of T. B. Prevost said plantation situate as one and a half

leagues from this city bounded by Delino Y Prevost -- another plantation four miles from the city three acres and one half front as security for thirty thousand seven hundred dollars payable eighteen thousand dollars to Pollock and Castillon Syndics of L. Sigur and twelve thousand seven hundred dollars in his notes at three years from the fifteenth december eighteen hundred and seven --Recorded by order of the Superior Court on the eighteenth November eighteen hundred and nine on the twenty fifth March eighteen hundred and nine Geo. Pollock and Castillon Syndics of L. Sigur gave a receipt for nine thousand on account of the eighteen thousand due as above--

By act passed before said Pedesclaux dated the nineteenth October eighteen hundred and eight P. L. Jonesmortgaged in favor of William Brown one moiety of a plantation one league and a half from the city bounded by Delino Brown, one moiety of another plantation four miles below the city, three and one half acres front (and slaves) as security for fifteen thousand three hundred and fifty dollars-- Recorded by order of the Superior Court dated twenty second September eighteen hundred and ten--

By act passed by B. Cenas Sheriff of the first Superior Court District on the twenty second May eighteen hundred and ten Philip Grymes mortgaged in favor of said Cenas a certain Plantation with the buildings thereon situated about one league and a half below the city on the left side of the Mississippi having sixteen acres eleven toises and three inches front with the usual depth bounded on one side by T. Delino and on the other by Jno. Rodriguez as security for thirty two thousand dollars in his endorsed note payable in one year--

(signed) Illegible

(signed) Illegible

(signed) P. Grymes
(signed) Tho. H. Williams

(signed) Michel De Armas
Not. Pub.

Note: Act found in June-December, 1811 Book through fault of binders.

THE UNITED STATES OF AMERICA

TO

HENRY DANGERFIELD, ALFRED THURSTON, EDWARD THURSTON & ANN THURSTON
(Marital Status not shown)

(Copied from Notarial Archives, Parish of Orleans)

CREDIT SALE

DATED: April 24, 1813

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain plantation or tract of land situated one league & a half below this city of New Orleans, on the left of the river Mississippi, having sixteen acres eleven toises & three inches front with the usual Depth of a Double concession, bounded on one side by T. Delino and on the other by John Rodrigues, together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights liberties, privileges, hereditaments & appurtenances whatsoever thereunto belonging or in any wise appertaining, and all the estate right title interest, claim and demand of the said United States of America of, in and to the said plantation and premises and every part thereof.

ACQUISITION: None shown.

CONSIDERATION: FORTY-FOUR THOUSAND DOLLARS ($44,000.00)

TERMS: FOUR INSTALLMENTS, THE FIRST FOR ELEVEN THOUSAND DOLLARS ($11,000.00) PAYABLE JANUARY 1ST, 1814, THE SECOND, THIRD, & FOURTH FOR ELEVEN THOUSAND

DOLLARS ($11,000.00) EACH AND DUE JANUARY 1ST,

1815, 1816 & 1817, RESPECTIVELY.

REMARKS: The following warranty appears in this act:

"The said Thomas H. Williams doth hereby covenant and agree that the United States shall and will warrant and forever defend the said plantation & premises free and clear of all encumbrances whatsoever to the said purchasers, their heirs and assigns;"

(signed) Sam Croudson

(signed) Felix de Armas

(signed) Fourisy

(signed) Tho. H. Williams

(signed) Nathan Morse, Atty

for Ann Thurston

Alfred Thurston

Edward G. Thurston

(signed) Michel de Armas

Not. Pub.

Know all men by these presents that we, Alfred Thurston, and Edward Thurston, do hereby constitute, nominate and appoint Nathan Morse ___ lawful Agent and Attorney, for us in our names, to receive a conveyance from Thomas H. Williams ___ Agent of the United States of a plantation, situated near New Orleans, to make and execute all and singular the deeds, writings, reciepts, etc. that may be necessary to convey same, unto (illegible) ___line, as fully & effectually as if we, ___ilny were present, hereby ratifying _ (illegible) the Acts and doings of our said Attorney.

In testimony whereof we have hereunto set our hands and seals, at the City of New Orleans, this _6th March 1823.

Witness (signed) Alfred Thurston

(signed) Thos. Nicholls Just___ (signed) Edward T. Thurston

of Peace

The foregoing power of attorney certified and signed in presence of the notary and witnesses under___ to be annexed to the act of sale passed before them on this twenty fourth day of April in the year of our Lord one thousand eight hundred and thirteen and in the thirty seventh of American independence, at New Orleans.

(signed) Felix De Armas (signed) Nathan Morse

(signed) Fourisy

(signed) Michel de Armas

Not. Pub.

Know all men by these presents that we Charles M. Thurston and Henry Daingerfield of the Mississippi Territory for and in consideration of the trust and confidence by us and each of us reposed in Samuel Croudson, esq. of the City of New Orleans in the Territory of Orleans, and divers other good causes and considerations us and each of us thereunto moving have named, constituted and appointed and by these presents do name constitute and appoint the said Samuel Croudson esq. our true and lawful attorney for us and each of us in our and each of our names to accept of a conveyance from Thomas H. Williams esq. of a plantation or tract of land as described in the articles of agreement a copy of which is hereunto annexed, according to the tenor and effect of the said articles of agreement; and for us and each of us, in our and each of our names, to consent to, sign and acknowledge any act or instruement of writing containing all and singular the obligations, conditions, covenants and agreements specified and contained in the articles of agreement aforesaid a copy of which is annexed to this power of Attorney -- And we the said Charles M. Thurston and Henry Daingerfield do hereby authorize and empower the said Samuel Croudson esq. to sign our and each of our names to any notarial act or instrument of writing which in his judgment shall seem necessary, legal and proper to effect the objects of the aforesaid annexed articles of agreement, and which shall be within the meaning, spirit and intention of the said articles of agreement -- Hereby

ratifying and confirming whatever may be done by the said Samuel Croudson our said attorney in the premises, touching the conveyance of the said plantation or tract of land to ___ and the obligations, conditions, covenants and agreements on which the said conveyance shall be made, as fully and in as ample measures, to all intents and purposes as if we ourselves and each of us were personally present ratifying and confirming the same.

In witness whereof we have hereunto set our hands and seals this 1st day of June 1811.

Signed, sealed and (signed) C. M. Thurston (L S)
acknowledged in presence of (signed) Henry Daingerfield (LS)

Be it known That on the Day of the Date hereof, before me John Henderson Notary Public for the Mississippi Territory, residing in the City of Natchez by lawful authority duly commissioned and sworn Personally came Charles M. Thurston and Henry Daingerfield whose Names are subscribed and Seals affixed to the foregoing Letter or Power of Attorney and acknowledged the same to be their Act and Deed.

(SEAL)

In testimony whereof I have hereunto set my Hand and affixed my Notarial Seal at Natchez aforesaid the third

Day of June 1811

(signed) John Henderson

Not. Pub.

David Holmes, Governor of the

Mississippi Territory,

To all who shall see these presents: Be it known that John Henderson was on the 3rd day of June 1811, and still is Notary Public for the Mississippi Territory

duly commissioned and sworn and that his acts as such are entitled to all due (illegible) and credit.

(SEAL)

Given under my hand and the seal of the said Territory, at Washington, 5th June 1811.

(Signed) David Holmes

Articles of Agreement made and concluded this 1st day of June, in the year of our Lord, one thousand eight hundred and eleven, by and between Philip Grymes esq. of the City of New Orleans, agent for the United States of America, of the one part, and Charles M. Thurston and Henry Daingerfield esq ___ of the Mississippi Territory of the other part, as Followeth:

First: The said Philip Grymes, in his capacity aforesaid, for and in consideration of the sum of Forty four thousand dollars, lawful money of the United States, to be paid as is hereinafter mentioned and agreed, doth covenant and agree with the said Charles M. Thurston and Henry Daingerfield that he the said Philip Grymes, in his said capacity of agent, will cause and procure Thomas H. Williams of the City of New Orleans, by a good and sufficient deed or instrument, in writing, duly made and executed according to law, to grant, convey and confirm free from all incumbrances, and possession of the premises to deliver immediately thereafter, whenever the same shall be required, unto the said Charles M. Thurston and Henry Daingerfield, their heirs or assigns, a certain plantationer tract of land, situated one French league and an half from and below the said City of New Orleans, and on the same side of the River Mississippi with the said City, having a front of sixteen arpens, eleven toises and three feet, and extending back ~~xx right xx angles~~ from the said River to the usual depth of a double concession, the boundary

or limits of which said plantation or tract of land are described and delineated in a plott thereof made by Bartholomew Lafon of the aforesaid city and now in the possession of John R. Grymes, which said plott is hereby agreed to be given by the said Philip Grymes, and received by the said Henry Daingerfield and Charles M. Thurston as a true description of the said plantation.

Secondly- And the said Charles M. Thurston and Henry Daingerfield, for themselves their heirs Executors and administrators, hereby covenant and promise on their part that they will by a regular and lawfully executed deed or Power of Attorney appoint Samuel Croudson of the said City of New Orleans their agent for them and each of them, for them and in their names, forth with to accept of said conveyance so as aforesaid covenanted by the said Philip Grymes, as agent as aforesaid, to be made and delivered by the said Thomas H. Williams, and that they the said Charles M. Thurston and Henry Daingerfield will also by the said deed or Power of Attorney authorize the said Samuel Croudson for them and in their names to acknowledge all and singular the obligations, conditions, covenants and agreements herein specified and contained. And they the said Charles A. Thurston and Henry Daingerfield do further covenant and agree to pay or cause to be paid into the treasury of the United States, or to the agent of the United States, duly empowered to receive it, the aforesaid principal sum of forty four thousand dollars, in four equal instalments, and to execute the several notes

for the same, to be drawn by one of the said Charles M. Thurston and Henry Daingerfield or by the other, and to be made payable at the (illegible) following, Viz The first instalment for the sum of eleven thousand to be made payable on the first day of January in the year of our Lord one thousand eight hundred and fourteen, the second instalment for the like sum to be made payable on the first day of January in the year one thousand eight hundred and fifteen, the third instalment for the like sum to be made payable on the first day of January in the year one thousand eight hundred and sixteen and the fourth instalment for the like sum to be made payable on the first day of January in the year one thousand eight hundred and seventeen. And they the said Charles M. Thurston and Henry Daingerfield on their part further covenant and agree to pay as aforesaid one years interest on the said first and fourth instalments at the rate of six per centum per annum, and also to give their notes for the same in the same manner as before specified for the payment of the principal sums and to make the said notes payable at the same periods at which the said first and fourth instalments are made payable -- And to secure the punctual payment of all the said several notes herein mentioned the said Charles M. Thurston and Henry Daingerfield further covenant and agree that a special mortgage shall be given by them or their attorney aforesaid in the aforesaid Deed of conveyance, upon the said plantation and also upon Twenty five negroes of the following names, to wit,

Planter, Lucy, Cate, Nanny, Cyrus, Spencer, John, Andrew, Anthony, Jane, Amy, Betsey, Charles, Flora, Toni, Bayly, Spencer, Darby, Hester, Peter, Ned, Sarah, Sally, Burtus, Pegg.

Thirdly-- Whereas, it is dated and represented by the said Philip Grymes esq. that there are _____ on record in the public offices in the said _____ of New Orleans several old mortgages upon this said plantation or tract of land, which are believed by him to be paid and satisfied, but which according to the laws and usages existing and prevailing in the said Territory of Orleans must be noticed and recited by the Notary Public in the aforesaid deed to be made by Thomas H. Williams to the said Charles M. Thurston and Henry Daingerfield, it is, therefore, further covenanted and agreed by the said Philip Grymes esq. to and with the said Charles M. Thurston and Henry Daingerfield their heirs and assigns, and by him understood and acknowledged to be his contract, as agent aforesaid with them, that the United States are and shall be bound to warrant and guarantee the said plantation or tract of land to the said Henry Daingerfield and Charles M. Thurston their heirs and assigns forever against all liens whatsoever, including the aforesaid Mortgages, and that the acceptance by them of a deed containing the recital aforesaid or any other, is not to be deemed notice to them to their prejudice, or to operate against their claim on the United States on account of those liens or any other which may hereafter be discovered to exist on said plantation or

tract of land, and to have been created before the sale or delivery thereof to the said Charles M. Thurstonand Henry Daingerfield -- And he the said Philip Grymes agent as aforesaid further covenants and agrees to and with the said Charles M. Thurston and Henry Daingerfield their heirs and assigns that the aforesaid deed to be made to them by the said Thomas H. Williams shall contain a general warranty and also a special clause warranting against all liens that shall be _____ recited or referred to in the said (illegible) _____ And he (illegible) (line torn away) _____ aforesaid further covenants and agrees to and with the said Charles M. Thurston and Henry Daingerfield their heirs and assigns, that the said plantation or tract of land, and all the houses, buildings and other improvements are to be and remain at the risque and hazard of the United States until the 25th day of this month of June 1811, when they the said Charles M. Thurston and Henry Daingerfield covenant and oblige themselves to receive the same, to be and remain at their risque thereafter.

Fifthly-- The said Charles M. Thurston and Henry Daingerfield further covenant and agree that the mortgage herein before mentioned to be executed by them is to be so (illegible) and conditioned as that the United States shall not be stopped from proceeding thereon forthwith on failure of punctuality in the payment of any one of the instalments aforesaid.

Now to the true and faithful performance of the several covenants and agreements aforesaid the parties aforesaid do hereby respectively bind themselves and their respective heirs, Executors and administrators in the sum of Ten thousand dollars of lawful money of the United States. In testimony whereof they have hereunto interchangeably set their hand and seals the day and year first within written.

The erazure made in the 4th line from the bottom of 1d page before signing (illegible) and interlineation between the 1st and 2nd lines in the 2nd page are made before signing (illegible)

(signed) P. Grymes Agent for the U. States (LS)

(signed) C. M. Thurston (LS)

Signed sealed and acknowledged in presence of

(signed) David Holmes

(signed) John Curtis

(signed) M. Powell

(signed) Henry Dainger-field (LS)

N. B. It is understood and agreed by and between the parties of the above contract that if the contraverses respecting the liens on the plantation should not have been so finally settled as to make the within named Thomas H. Williams to make such a deed as is herein stipulated on the part of the said Philip Grymes to be

made that it shall not operate to make void the contract or subject the said Philip Grymes to a forfeiture of the penalty of this contract provided he _____ conveyances to be made within six months from the date of this agreement.

Signed, sealed and
acknowledged in presence of

(signed) David Holmes

(signed) A. H. Holmes

(signed) P. Grymes Agent for the U. States (LS)

(signed) C. M. Thurston (LS)

(signed) Henry Daingerfield (LS)

HENRY DAINGERFIELD, ANNE THURSTON, widow of Charles M. Thurston, ALFRED AND EDMOND THURSTON

TO

IGNACE DELINO

(Copied from Original Record)
Translated from the French

CREDIT SALE

MICHEL DeARMAS, Notary Public

DATED - June 14, 1813

RECORDED -

C.O.B.

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * * *

DESCRIPTION: A plantation situated one mile and a half from this City on the left bank of the Mississippi River measuring sixteen (16) arpents eleven (11) Toises and three (3) inches front on the River by a depth of a double concession, bounded on one side by property of the purchaser and on the other by that of the Sieur Jean Rodriguez according to a plan drawn by Barthelemy Lafon under date of June thirteenth of the year eighteen eight, a copy of which plan, certified by Lafon under date of the first of this current month and signed and paraphed ne varietur, is annexed at their request to this act for reference.

Which plantation is sold without exception or reserve, together with all buildings, appurtenances and improvements thereon, all of which are well known to the purchaser, who declares himself satisfied, and requiring no durther description;

ACQUISITION: This plantation belongs to the vendor through purchase from the United States of America by act before the undersigned Notary in the presence of witnesses, dated last April 24th. As in this said act Nathan Morse had only been given

verbal instruction (power) from the widow Thurston, he has just now handed the undersigned notary a ratification of the said sale by the said Anne Thurston dated last May twenty-second and passed before the justice of the peace of Attacapas --------.

CONSIDERATION: SIXTY-FIVE THOUSAND DOLLARS ($65,000.00)

TERMS: TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) CASH - Last November. Purchaser obligates himself and promises to pay as follows: Forty-four thousand dollars in four equal payments of eleven thousand each, the first of which to fall due on the first of January of next year (1814); the second of January first, 1815; the third on January first, 1816, the fourth and last on January first, 1817; and the eighteen thousand five hundred constituting the balance, or the price of the present sale, is to be paid in December of the year eighteen twenty. The eighteen thousand five hundred dollars have been divided among seven notes one of which in the amount of Six thousand dollars, one of three thousand two hundred fifty dollars, four of two thousand dollars and one of twelve hundred fifty dollars.

Whereas Thomas H. Williams Collector of the Port of New Orleans, Did _____ the twenty fourth day of April last, as agent for the United States exe____ a Deed of Conveyance for a certain Plantation (heretofore belong___ to the United States and situated one and a half leagues below New Orleans in the office of Michel deArmas, one of the Notaries of said city, to Ann Thurston, Alfred Thurston, Edmond T. Thurston and Henry Daingerf_____

Now Be it known that I do hereby authorize and appoint N____ Morse Esq of the said City of New Orleans my attorney with full po___ to accept and receive the said conveyance, hereby ratifying and conf___ing all and every act of my said attorney that has or may be done in the premises as fully as if I were personally present -

Given under my hand at the Parish of Saint Martin County of Atakusas this 22nd day of May 1813

(signed) H. Eastin List

(signed) Tho. Eastin Terte (signed) Ann Thurston

State of Louisiana

Parish of St. Martin

On this twenty second day of May One Thousand eight hundred and thirteen before me the undersigned Judge of the Parish aforesaid personally appeared Mrs. Anna Thurston whose name is subscribed to the foregoing power of attorney and acknowledged the same as her act and Deed for the purposes therein

contained -

In testimony whereof I have hereunto set my hand and affixed the seal of my office the day & date first aforesaid

(signed) (not legible)
(some of signature torn away)

CHARLES ANTOINE deREGGIO

TO

IGNACE DELINO

(Copied from French Translation of Original Act)

CREDIT SALE

PIERRE PEDESCLAUX, Not. Pub.

DATED - February 9, 1805

RECORDED

C.O.B.

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A plantation situated one mile and three quarters from this city on the lower part of the River and on that same side, comprising six arpents front by a depth extending between parallel lines to the lake; adjoining property of the Sieur Antoine Bienvenue on the one side, and that of Laurent Sigur on the other; said property being sold, belongs to the vendor through purchase from Dame Francoise Delille de Mandeville widow of Antoine Phillippe Marigny de Mandeville by act before Master Fernandez Rodriquez, July 13, 1794 recorded in that Notary's Archives.

ACQUISITION:

CONSIDERATION: Now appear Manuel deLanzos representing Dame Gertrude Guerrin, his wife, and Jean Soulie, agent of this city, with power of attorney from Taigner Roman of the Attacapas, who manuel de Lanzos and Jean Soulie, have in their capacity and in order to facilitate matters and to oblige the vendor, granted cancellation pure and simple of the mortgage on the said plantation, the Sieur Langlois for security of the obligatory act consented to in

favor of the said "Dame", his wife, before us on June 4, 1799, said obligation amounting to two thousand two hundred gourde dollars; and the Sieur Soulie for the security of a sum of four thousand seven hundred fifty dollars, due the Sieur Roman by the Said Sieur deRaggio according to act before April twentieth one thousand eight hundred three, desiring and understanding, however the Sieurs Soule and Lanzos that the purchasers uphold the mortgage on the plantation until they be (?) of their credit, expressed a charge and (?) of their credit, expressed a chanrge and (?) by which the above mentioned cancellation was not granted; the decision was accepted by the vendor and purchaser.

The present sale made and accepted between the parties accoring to charges (?) conditions above mentioned and in consideration, moreover, of the sum of Twelve Thousand Gourde Dollars, which the Sieur Delino obligates himself with all his wordly goods, movable and real, to pay the Sieur deRegio in the following manner: Three Thousand dollars during this current year; three thousand dollars one year from this day; three thousand dollars two years from date of these

presents; finally threethousand dollars on February ninth, one thousand eight hundred eight.
To insure payment on dates determined upon, the purchaser affects, mortgages, etc., the said plantation, circumstances and dependencies promising not to sell or alienate before having first paid the said twelve thousand dollars or obtained cancellation (main levee) of the said mortgage; which arrangement is accepted by the said Sieur deRegio who delegated the Sieur Delino to pay the Sieur Soulie, within the first term, the sum of two thousand two hundred fifty-nine dollars and the Sieur vendor to pay the same the amount of two thousand five hundred dollars within the second term whose date due is one year from this day; to (?) perfectly the said Sieur Soulie (?) of the said day, twenty third of April, one thousand eight hundred three; finally be delegated (?) Delino to pay Sieur DeLanzos the sum of two thousand five hundred dollars, sum falling due the said June fourth one thousand eight hundred ninety-nine on the date the third term is due, on February ninth one thousand eight hundred seven:

Which designations the Sieurs Soulee and deLanzos accepted to await the above determined

date of payment stipulated, without approaching either the Sieur de Regio or Sieur Delino for the amount of the said obligation, even though their term may be partly overdue.

J. B. Ramirez (signed) (signed) Charles deReggio

Joachim Lozano (signed) (signed) Ignace Delino

(signed) Pierre Padesclaux
N. P.

Translator's Note: means Illegible (?)

ABSTRACTOR'S NOTE

We have made a careful search of the records of the office of the Clerk of Court of the Civil District Court and have not been able to find the record of P. D. Delaronde vs. Widow Chalmette, Pierre, Heloise, Victoire, Eulalie and Zilie, heirs of the late Sieur T. Delino, nor of the Adjudication made by George W. Morgan Sheriff of the Parish of Orleans.

PIERRE DENES de la RONDE

TO

HILAIRE AND LOUIS ST.AMANT

CREDIT SALE

MICHEL deARMAS, N.P.

DATED - April 28, 1817

RECORDED -

C.O.B.

PARISH OF ORLEANS

STATE OF LOUISIANA

(Copied from Original Record in
(Orleans Parish, Notarial Archives
(French Translation

* * * * * * *

DESCRIPTION: A certain lot of ground situated approximately one mile and a half from this city and below it, on the left bank of the River, measuring twenty-two arpents eleven toises and three feet front by a depth measuring as follows: - the sixteen arpents eleven toises three feet on the upper side being of double concession, and the six lower arpents (arpents on the lower side) extending as far as the lake; this land is bounded on the upper side by land belonging to Jean Rodriguez whose land measures one-half arpent front bounded above by a line limitrophic with the plantation formerly belonging to the late Edmond Macarty (which line) extends northward fourteen degrees thirty minutes East, and on the lower side by a canal there situated, which canal extends north twenty-three degrees East, this Canal serving as a boundary between the lands now being sold and that of the Sieur Rodriguez up to the point where the latter piece of land measures two and one-half arpents wide, from which point the line separating the property being sold and that of Sieur Rodriguez runs parallel to the line separating the Rodriguez land from that formerly

belonging to the late Edmond Macarty, that is to say in a northerly direction fourteen degrees thirty minutes east; this is more clearly shown on a plan drawn June first of the year one thousand eight hundred thirteen by Barthelemy Lafon, surveyor which plan is annexed to the act of sale passed June fourteenth of the year one thousand eight hundred thirteen before the undersigned notary, by Henry Dangerfiled, Anne, Widow Charles M. Thurston, and Alfred and Edmond Thurston to Ignace Delino; the land now being sold is bounded on the lower side by land of Antoine Bienvenue, the line separating the two properties running east in a sixteen degree thirty minutes northerly directipn; together with all buildings and improvements thereon (on the land being sold), without limit or reserve, etc. (Purchaser satisfied with description).

ACQUISITION: The land sold by these presents belongs to the vendor through adjudication at a judicial auction sale made by George W. Morgan Sheriff of the Parish and of the City of New Orleans, on the twentieth of last February, following an order of seizure rendered by the Honorable first district court, in the matter of P. D. Delaronde vs. Widow Chalmette, Pierre, Heloise, Victoire, Eulalie and Zillie, heirs of the late Sieur T. Delino.

This land belonged to the late Sieur Ignace Delino as follows: the sixteen arpents eleven toises and three feet on the upper side through purchase by act before the undersigned notary dated June fourteenth one thousand eight hundred thirteen and six arpents on the lower side by means of purchase from Charles Antoine de Regio according to an act of sale before Pierre Pedesclaux, then a Notary Public in this

city, which act is dated February ninth of the year one thousand eight hundred five.

CONSIDERATION: FIFTY-FIVE THOUSAND DOLLARS ($55,000.00)

TERMS; SIX NOTES - First Note $6,000.00 - Second Note $6,000.00 - Third Note $12,000.00 - Fourth Note $12,000.00 - Fifth Note $12,000.00 - Sixth Note $7,000.00. Payable 1, 2, 3, 4, 5, & 6 years after date.

WITNESSES:

(signed) Pierre Cherbonnier

(signed) Benoit Pignon

(signed) Pierre Denis de la Ronde

(signed) Hilaire St. Amant

(signed) Louis St.Amant

(signed) M. DeArmas
Notary Public

HILAIRE ST. AMAND &

LOUIS ST. AMAND

TO

PIERRE OSCAR PEYROUX

(Copied from French Translation of Original Record in Notarial Archives, Parish of Orleans)

CREDIT SALE

CARLILE POLLOCK, NOTARY PUBLIC

DATED: April 10, 1832

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

DESCRIPTION: A portion of ground forming part of the St. Amand plantation, situated in St. Bernard Parish, approximately five miles below of this city on the left bank of the Mississippi River and designated by the numeral Five on a plan which the vendors had Allon d'Hemecourt draw up dividing the plantation into lots, which plan is dated March 15, 1832. Said piece of ground measuring, in French measure, one arpent front on the River and extending in depth eighty arpents between parallel lines, bounded above by lot number Four of the same plan, and below by lot number Six, such as the whole is designated on the said plan.

Included in the present sale is that portion of the batture facing the said lot of ground and all augmentations resulting therefrom.

ACQUISITION: The vendor acquired this land from Pierre Denis De La Ronde, as has been stated, by act before Michel de Armas, April 28, 1817, vendors revealing that an abstract of previous titles to the land is annexed to the above-mentioned plan.

CONSIDERATION: SIX THOUSAND NINE HUNDRED DOLLARS ($6,900.00)

TERMS: This sale is made according to terms of the adjudication at the public sale, for the sum of six thousand nine hundred dollars, three notes furnished.

(signed) William Lake

(signed) Rene Marchand

(signed) Hilaire St. Amand

(signed) Louis St. Amand

(signed) Pierre Oscar Peyroux

(signed) Carlile Pollock
Not. Pub.

PIERRE OSCAR PEYROUX

TO

CONSTANCE PEYROUX

(Copied from Original Record
Notarial Archives from the
French Translation)

CASH SALE

THEO. SEGHERS, NOTARY PUBLIC

DATED - March 16, 1835

RECORDED

C.O.B.

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * * *

DESCRIPTION: A plantation or lot of ground situated in St. Bernard Parish approximately five miles above this city on the left bank of the Mississippi River, measuring one arpent front on the River by eighth arpents in depth; bounded on the upper side by the property of Cantrelle and Villavaso; and on the lower by that of Bmy. Chauvin Delery or St. Amand, his agent; this property being sold is designated by the number five on a plan by Allon d'hemecourt engineer and surveyor, dated March fifteenth eighteen hundred thirty-two, filed in the office of Carlile Pollock, by act dated April 10, 1832: Together with the batture and all other additions, as well as all buildings and dependencies, without reserve:

ACQUISITION: Which land belongs to Vendor through purchase from Louis and Hilaire St. Amand, by act of April 10, 1832, before Carlile Pollock, Notary.

CONSIDERATION: EIGHTEEN THOUSAND DOLLARS ($18,000.00)

TERMS: CASH

LIBRARY
INTERMOUNTAIN CULTURAL RESOURCE CENTER
NATIONAL PARK SERVICE

(signed) Lewis Quemper

(signed) Victor Seghers

(signed) P. O. Peyroux

(signed) Constance Peyroux

(signed) Theo. Seghers

Not. Pub.

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

PETITION

FILED: FEBRUARY 16, 1844

(SIGNED) P. LeBlanc, By. Clk.

* * * * * *

To the Honble A. M. Buchanan Judge of the District Court in and for the First Judicial District of the State of Louisiana.

The petition of the Citizens Bank of Louisiana, a corporation created by law and located in the City of New Orleans.

Respectfully represents

That P. O. Peyroux having been declared entitled to One hundred and thirty-two shares of the capital stock of Petitioners, Did, On the 11th of October 1834 by act before Theodore Sighers notary public in this city consent in favor of said Bank to secure said shares and the loans that might be obtained thereon as well as the eventual interest that might accrue on said loans, the whole according to the Charter of Petitioners, a mortgage on a plantation situated in the Parish of St. Bernard, the improvements thereon, and the batture in front of it and on ten slaves attached to said plantation, the whole of said mortgaged property being fully described in said act an authentick copy whereof is hereto annexed for reference.

That afterwards to wit: On the 16th day of March 1835, by act of same date before the aforesaid notary, the said P. O. Peyroux, Did sell and transfer all the above mentioned property as well as the said One hundred and thirty-two shares of Stock to Constance Peyroux, who, accepted the said sale, assumed the _____sion of the mortgage consented in favor of Petitioners as aforesaid and put herself in the place any_____of the said P. O. Peyroux for all the obligations by him contracted in favor of Petitioners in the said act of the 11th of October 1834 as the whole will fully appear from an authentick copy of the act of the 16th of March 1835 aforesaid, hereto annexed for reference.

That afterwards to wit: On the 20th of May 1837 the said Constance Peyroux, using her credit as stockholder aforesaid, Did obtain from Petitioners a loan of three thousand and three hundred dollars, being one half of said credit; for which sum, she subscribed in favor of said bank, her stock-note Dated the said 20th of May 1837, and payable at the Banking-House of Petitioners in New Orleans, on the first of May 1838, fined or ren____able according to the provisions of the Charter of said Bank; which stock-note was duly paraphed ne varietur by the said notary to identify it with the aforementioned two acts of mortgage and of sale and assumption of mortgage; that by five subsequent instalments amounting together to three hundred and thirty dollars paid on the said stock-note; the same was reduced to twenty-nine hundred and seventy dollars, due on the 30th of April

1842, as the whole will more fully appear from the said original stock-note hereto annexed for reference.

That on the 25th of May 1839, the said Constance Peyroux obtained from Petitioners, an additional loan of Eighteen hundred and sixty one 20/100 dollars being fifteen dollars per share, less three installments of her credit as stockholder aforesaid for which sum she, on the same day, subscribed her stock-note which she promised to pay at the Banking-House of Petitioners in New Orleans, on the first of May 1840, fined or renew according to the provisions of the charter of Petitioners; which stock-note was duly paraphed ne varietuer by the aforesaid notary to identify it with the above mentioned two acts; that by two subsequent installments, amounting together to seventy-nine dollars and seventy cents, paid on the said stock-note, the same was curtailed and reduced to Seventeen hundred and Eighty-two Dollars due on the said 30th of April 1842 as the whole will more fully appear from the said original stock-note hereto annexed for reference.

That on the said 30th of April 1842, at maturity, neither of said stock-notes was either paid or renewed; but that they were both protested, after the legal demand made at the domicil elected on the faces of said stock-notes as will fully appear by reference to the authentick copies of protests thereof hereto annexed.

That, since, the said Constance Peyroux although thereunto amicably requested, has always refused or neglected to pay or curtail either of said stock-notes.

Wherefore your Petitioners pray that the said Constance Peyroux, who is a resident of the City of New Orleans, be cited to answer this petition, and that after due proceedings had, judgment be rendered against her in favor of Petitioners, for the sum of four thousand seven hundred and fifty-two dollars being the aggregate amount due on the said two stock-notes, with interest thereon at the rate of ten per cent, a year from the said 30th of April 1842 up to the 11th of April 1843; and from thence until paid as follows; on two hundred and eleven 20/100 dollars and the note of ten per cent aforesaid; and on four thousand five hundred and forty 80/100 dollars and the note of six and a half per cent a year; with five dollars costs of protests and costs of suit; and that Petitioners be decreed to have privilege, for the amount of the judgment demanded, on the proceeds of said mortgaged property and of said shares of stock, and Petitioners further pray for all such other and further relief as the nature of the case may require and the law will permit; And as in duty bound etc.

(Signed) Mrs R. Demisset

(Illegible)

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

#23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

CITATION

* * * * *

STATE OF LOUISIANA

FIRST JUDICIAL DISTRICT COURT.

Mrs. Constance Peyroux of the City of New Orleans

YOU ARE HEREBY SUMMONED, to comply with the demand contained in the Petition, of which a copy accompanies this Citation, or deliver your answer to the same in the Office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof.

WITNESS, the Honorable A. M. Buchanan Judge of the said Court, the 16th day of February in the year of our Lord 1844.

(signed) P. LeBlanc
Dy Clerk.

Citizens Bank of Louisiana

vs

Constance Peyroux

Received 17th February 1844 and on the 20 of the same month left a copy of petitioners citation for defendant in the English & French languages at her domicil Burgundy St. with her brother Pierre Peyroux a free person over 14 years of age residing in the same house. Returned 24 February 1844.

(signed) B. J. Lervel

Dy. Sheriff

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

#23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

CONFESSION OF JUDGMENT

* * * * *

In answer to Plaintiff's petition in this Case Defendant appears and does by these presents Confess Judgment according to the prayer of said Petition.

(Signed) Constance Peyroux

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

#23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

JUDGMENT

* * * * *

On motion of Denis Pitot esqueir of Counsel for Pliff. and on producing & filing the Confession of the Deft., the Court considering the same, it is adjudged and decreed that the Citizens Bank of Louisiana recover of the Defendant Constance Peyroux the sum of Four thousand seven hundred & fifty two Dollars with interest thereon at the rate of ten per cent per annum from 30th April, 1842 till 11th April 1843, and from thence until paid as follows, on $211 20/100 at the rate of ten per cent aforesaid and on $4540 80/100 at the rate of six and a half per cent per annum with five dollars costs of Protest and Costs of said with privileges and Mortgage on the property & bank stock described in the Petition.

Judgment rendered 4th March 1844.

Signed 5th March 1844.

(signed) Amit Buchanon

Judge

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

#23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

MONITION

* * * * *

Joseph Octave Chalon being duly sworn, says; that the Monition obtained by Mary Aimee Caraby wife of Pieire Oscar Peyroux from the Court aforesaid, Extracts of which are hereunto annexed, was duly published in the french & english languages in "the New Orleans Bee ", a newspaper published in the City of New Orleans, on the following days, to wit: the 16th & 20th June 1846; and the 2nd July of the same year.

(signed) J. O. Chalon

Sworn to & subscribed before me
this 21st July 1846.

(signed) P. LeBlanc
Clk.

CITIZENS BANK OF LOUISIANA

VS

CONSTANCE PEYROUX

23107

FIRST JUDICIAL DISTRICT COURT

PARISH OF ORLEANS

STATE OF LOUISIANA

JUDGMENT

* * * * *

This day Pierre Oscar Peyroux, in behalf of Marie Aimie Caraby, his wife, who has becoeme the purchaser of certain property sold in this Case by the Sheriff of the Parish of St. Bernard, and who has obtained a Monition pursuant to the provisions an act of the Legislature of this State, entitled: "An act for the further assurance of titles to purchasers of judicial sales, approved 10th March 1834." moved the Court for the homolagation of the same; & the Court, being satisfied from inspection of the record, and the evidence adduced, that all the formalities of the law have been complied with, that the advertisements required by law have been inserted & published in the newspaper for the space of time & in the manner pointed out by law, that the property has been correctly discribed, and the price, at which it was purchased, truly stated; and no opposition being made to the homolagation; It is therefore adjudged & decreed, that said Sheriff's sale be & the same is hereby confirmed & homolagated according to law.

Judgment rendered 23 July 1846

Signed 12th August 1846.

(signed) A. M. Buchanon
Judge

ABSTRACTOR'S NOTE

The Sheriff's Sale by Gustave Ducros then Sheriff of the Parish of St. Bernard dated the 6th day of July, 1844 resulting from a writ of Fieri Facias in the suit Citizens Bank of Louisiana vs. Constance Peyroux, No. 23107 of the docket of the First Judicial District Court of the State of Louisiana, has been destroyed by fire and consequently could not be included in this abstract.

MRS. MARIE AIMEE CARRABY PEYROUX
(Marital Status not known)

TO

MICHEL MARTIN VILLAVASO

(Copied from Original Record in Notarial Archives Orleans Parish)

CREDIT SALE

ADOLPH BOUDOUSQUIE, N. P.

DATED: MARCH 31, 1853

RECORDED:

M.O.B. "3", FOLIO 161

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: First: A certain tract of land situated in the parish of St. Bernard at about five miles below this city on the left bank of the Mississippi river having one arpent front on said river by eighty arpents in depth; bounded on the upper line by the property of the present purchaser and on the lower line by the property now or lately belonging to R. C. Delery, said lot designated by the No. Five on a plan drawn by Allou & 'Hemecourt, Civil engineer in the 15th day of March 1832 and deposited in the office of Carlile Pollock, Notary on the tenth day of April 1832. Together with the buildings & improvements thereon, the right to the batture and other rights, ways, actions, and privileges thereunto belonging or in any manner appertaining.

ACQUISITION: Which said property lawfully belong to the said vendor & were purchased by her at a public sale made thereof on the sixth day of July 1844, by Gustave Ducros, then sheriff of the parish of St. Bernard of this state, by virtue of a writ of Fieri Facias to him directed by the District Court, of the First Judicial District of this state, in the suit of the Citizens Bank of Louisiana vs. Constance Peyroux, No. 23107 of the docket of said Court.

CONSIDERATION: THREE THOUSAND FIVE HUNDRED & NINETY & 40/100 DOLLARS ($3,590.40)

TERMS: ASSUMPTION

REMARKS:

(signed) Aimee Peyroux
authorized by me
T. O. Peyroux

(signed) Josephine Villavaso
(signed) Mh. Villavaso

(signed) Guy Duplantier

(signed) John Oscnard

(signed) (not legible)

(signed) Ad. Boudousquie
Not. Pub.

HILAIRE ST. AMAND &

LOUIS ST. AMAND

TO

MICHEL BERNARD CANTRELLE

(Copied from French translation of Original Record in Notarial Archives, Parish of Orleans)

CREDIT SALE

CARLILE POLLOCK, NOTARY PUBLIC

DATED: April 10, 1832

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: Two certain lots of ground forming part of a sugar plantation situated in St. Bernard Parish, approximately five miles from this city, on the left bank of the Mississippi and designated by Three and Four on a plan of their plantation made on the order of the vendors, which plan divides the property into lots and was drawn by Allon d'Hemecourt surveyor-engineer and dated March 15th, 1832, filed in office of Carlile Pollock.

According to French measurements
1. Lot number THREE measures one arpent front on the River and extends in depth eighty arpents between parallel lines, and is bounded above partly by the limit of lot number TWO which it adjoins up to point D, and from thence to the limit of its depth by the line limiting the Prevost plantation; on its lower side it is bounded by lot number FOUR such as the whole is designated on the said plan.
2. Lot number FOUR measures one arpent front and extends in depth eighty arpents between parallel lines, and is bounded above by the line (limit) of the lot designated number. Three on the same plan, which lot it adjoins throughout its extent, and on the lower side by the limit of the lot designated by the number five on the same plan, such as the whole is designated.

ACQUISITION: The land belongs to vendors through purchase from Pierre Denis De Laronde by act before de Armas April 28, 1817.

The vendors state that an abstract of previous title is annexed to the above plan for reference by interested parties.

CONSIDERATION: SEVEN THOUSAND THREE HUNDRED ($7,300.00) DOLLARS FOR LOT NUMBER THREE AND SEVEN THOUSAND NINE HUNDRED ($7,900.00) DOLLARS FOR LOT NUMBER FOUR.

TERMS: SIX NOTES FURNISHED.

(signed) William Lake

(signed) Rene Marchand

(signed) Hilaire St. Amand

(signed) Louis St. Amand

(signed) Michel Bernard Cantrelle

(signed) Carlile Pollock
Not. Pub.

SUCCESSION OF	SALE
MICHEL BERNARD CANTRELLE & JOSEPH CANTRELLE	JEAN J. ROMAN, JUDGE
	DATED: JUNE 24, 1845
	RECORDED:
TO	
	PARISH OF ST. BERNARD
MICHEL MARTIN VILLAVASO	STATE OF LOUISIANA

* * * *

Note:

The record of the above sale has been destroyed by fire. The following notation was found in an act before Chas. Boudousque, Notary Public, dated Dec. 30, 1846.

"Which appearers (parties) have deposed that according to an act before Jean Jacques Roman, then Judge and ex-officio notary in and for the Parish of St. James in this State, dated June 24, 1845, Michel Martin Villavaso acquired from the succession of Michel Bernard Cantrelle and of Joseph Cantrelle conformable to the adjudication granted him, possession of certain properties, certain slaves and Bank shares, which are more fully described in the said act, and of which he was already undivided owner of one quarter, etc."

ABSTRACTOR'S NOTE

The proceedings entitled Succession of Marie Josephine Cantrelle deceased wife of Michel Martin Villavaso No. 584 of the docket of the Second Judicial District Court of said Parish on the 21st day of March 1868, as well as the Sheriff's Sale growing out of said sucession proceedings have been destroyed by fire and consequently have not been included in this abstract.

CHARLES G. DALHGREN
(Marital Status not shown)

TO

MRS. MARY A. C. PACKWOOD

(Copied from Original Record In Orleans Parish, Notarial Archives)

CREDIT SALE

JAMES STRAWBRIDGE, N. P.

DATED: JUNE 26, 1868

RECORDED:

M. O. B. "5", FOLIO 237

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All that property known as the "Battle Ground Saw Mill" together with Five hundred and Seventy Two Shares of Stock of the Citizens Bank of Louisiana, reduced to Five hundred and Thirty four shares of said Bank, which said property is situated at about five miles from the City of New Orleans on the left bank of the the Mississippi river, in block and composed of three lots of ground having in all three arpents front on the river, The first lot No. 3 measuring one arpent bounded on the upper line by lot No. 2 to which it is contiguous as far as letter D and from there until its depth is limited by the line of the Provost plantation according to a plan drawn by Allou d'Hemecourt Surveyor and deposited on the 10th of April 1832 at the office of Carlisle Pollock then a Notary Public at New Orleans. The second lot numbered 4 contiguous to the above described lot No 3 and having the same measure. The third lot No 5 contiguous to lot No 4 and having the same measure as No 4 and bounded on the lower line by the property formerly belonging to R. C. Delery, which said three arpents measure eighty arpents in depth between parallel lines according to the aforesaid plan together with all the rights, ways, privileges and advantages thereunto belonging or in any wise appertaining the buildings and improvements thereon consisting of a * * *etc.

ACQUISITION: Which property is the same property acquired by the Vendor herein at the succession sale made by the Sheriff of the Parish of St. Bernard in the succession of Marie Josephine Cantrelle deceased wife of Michel Martin Villavaso No 584 of the docket of the 2nd Judicial District Court of said Parish on the 21st day of March 1868.

CONSIDERATION: THIRTY THOUSAND FIVE HUNDRED $30,500.00) DOLLARS

TERMS: EIGHT THOUSAND FOUR HUNDRED AND FIFTY THREE DOLLARS AND SIXTY FOUR CENTS ($8,453.64) Cash

BALANCE: Assumption of Mortgage, etc.

REMARKS: Charles G. Dalhgren separate in property from his wife Mary E. Vannoy by decree of the Honorable Judge Edgar Famer of the District Court in and for the Parish of Tensas in this State dated _____

(signed) F. R. Southmayd (signed) C. G. Dahlgren

(signed) Charles Pelaez (signed) M. A. C. Packwood

(signed) James Strawbridge,
Notary Public

MRS. MARY A. C. PACKWOOD
(Marital Status not shown)

TO

MRS. SARAH AINSWORTH PACKWOOD
wife of DR. RICHARD F. PACKWOOD

(Copied from Original Record)
(in Notarial Archives,)
(Orleans Parish)

DONATION

JAMES STRAWBRIDGE, N. P.

DATED: JUNE 26, 1868

RECORDED:

M.O.B. "5," FOLIO 237

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All that certain piece of property known as the "Battle Ground Saw Mill" together with Five hundred and Seventy two Shares of Stock of the Citizens Bank of Louisiana reduced to Five hundred and Thirty four Shares of said Bank Which said property is situated at about five miles from the City of New Orleans on the left bank of the Mississippi River, in block and composed of three lots of Ground having in all three Arpents front on the river.

The first lot, No "3" measuring one arpent bounded on the upper line by lot No "2" to which it is contiguous as far as letter "D" and from there until its depth is limited by the line of the Provost plantation according to a plan drawn by Allou d'Hemecourt Surveyor and deposited on the 10th of April 1832 at the office of Carlisle Pollock then a Notary Public at New Orleans.

The Second lot numbered "4", contiguous to the above described lot No "3" and having the same measure. The third lot numbered "5" Contiguous to lot No "4" and having the same measure as No "4" and bounded on the other lower line by the property formerly belonging to R. C. Delery, Which said three arpents measure eighty arpents in depth between parallel lines according to the aforesaid plan, together with all rights, ways, privileges, and advantages thereunto belonging or in any wise appert-

aining, the buildings and improvements thereon consisting of a large, etc . .

ACQUISITION: Which property is the same property acquired by the donor herein by Act before James Strawbridge Notary Public for the Parish of Orleans of even date herewith from Charles G. Dalhgren of the Parish of St. Bernard.

CONSIDERATION: DONATION

TERMS: DONATION

REMARKS:

(signed) F. R. Southmayd

(signed) M. A. C. Packwood

(signed) Charles Pelaez

(signed) L. A. Packwood

(signed) James Strawbridge

MRS. SARAH AINSWORTH PACKWOOD
(Marital Status not shown)

TO

MRS. MARY ATKINS LYNCH

CREDIT SALE

OCTAVE MOREL, NOTARY PUBLIC

DATED: JANUARY 28, 1871

RECORDED:

C.O.B. "11", FOLIO 60

M.O.B. " 6", FOLIO 157

PARISH OF ST. BERNARD

STATE OF LOUISIANA

(Copied from Original Record)
(in Notarial Archives,)
(Orleans Parish)

* * * * *

DESCRIPTION: All that certain piece of property known, as the Battle Ground Saw Mill, together with Five hundred and Seventy two shares of Stock of the Citizens Bank of Louisiana, reduced to Five hundred thirty-four Shares - which said property is situated at about five miles from the city of New Orleans, in the left bank of the Mississippi river in block, and composed of three lots of ground, having in all three arpents front on the river.

The first lot no. Three measuring one arpent bounded on the upper line by lot No. Two to which it is contiguous as far as letter D and from there until its depth is limited by the line of the Provost plantation, according to a plan drawn by Allou d'Hemecourt Surveyor and deposited in the 10" of April 1832, at the office of Carlile Pollock, then a notary public at New Orleans.

The Second lot no. Four contiguous to the Lot above described No. Three and having same measure.

The third lot No. Five contiguous to the No. Four and having the same measure as No. Four and bounded on the other lower line by the property formerly belonging to R. C. Delery, which said three arpents measure eighty arpents in depth between parallel lines, according to the aforesaid plan, together with all

rights, ways, privileges and advantages, thereunto, belonging or in anywise appertaining. Together with all the buildings and improvements thereon.

ACQUISITION: Said piece of property belongs to the Vendor, according to an act of Donation by Mrs. M. A. C. Packwood to her, the said vendor, passed before Jas. Strawbridge notary on the 26 June 1868.

CONSIDERATION: TWENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS ($22,500.00)

TERMS: FIVE HUNDRED DOLLARS ($500.00) CASH - THREE PROMISSORY NOTES, TWO FOR THREE THOUSAND DOLLARS EACH AND ONE FOR THREE THOUSAND, TWO HUNDRED AND FIFTY NINE 65/100 DOLLARS PAYABLE FIRST, TENTH AND FIFTEENTH OF FEBRUARY, 1872.

(signed) (signed) Mary Atkins Lynch

(signed) John Lynch

(signed) Sarah A. Packwood

(signed) E. Gay Fellowes

(signed) Albert Gaillaid

(signed) John G. Ganius
P N

(signed) John Denneny

(signed) Octave Morel
Not. Pub.

Reg'd Parish St. Bernard.

C. O. Vol. 11 fo 60 to 64

M. O. B. 6 fo 157 to 160.

MRS. MARY ATKINS, wife of JOHN LYNCH

TO

BOARD OF CONTROL OF THE LOUISIANA AGRICULTURAL AND MECHANICAL COLLEGE

(Copied from Original Record in Notarial Archives Orleans Parish)

CREDIT SALE

A. HERO, JR. N. P.

DATED: MARCH 30, 1875

RECORDED:

M. O. B. "7", FOLIO 134

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All and singular that certain tract or parcel of land, together with the buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging, situate in the Parish of St. Bernard in this State, at about five miles below the City of New Orleans, on the left Bank of the Mississippi River, and measuring three arpents front on the Mississippi River, by Eighty arpents in depth between parallel lines - Which said tract of land is known and designated as the Battle Ground Saw Mill, and is composed of those three certain tracts of land designated by the numbers Three, Four and Five on a plan drawn by Allou d'Hemecourt, Surveyor, and deposited for reference in the office of Carlile Pollock, formerly a notary in this City, each of which have one arpent front on said River, and that numbered Three is bounded on the upper side line by lot No Two, to which it is contiguous as far as the point marked letter D, and from thence until its depth is limited by the line of the Provost plantation and below it is bounded by lot No. Four; and that numbered Five is bounded on the upper side line by said Tract No. Four and on the lower side line by property formerly belonging to R. C. Delery.

ACQUISITION: Which said property was acquired by the present Vendor, by purchase from

Mrs. Sarah Packwood, by an Act passed before Octave Morel, a Notary in this City, on the twentieth day of January, Eighteen hundred and Seventy, and it was acquired by said, Mrs. Sarah Packwood, by an Act passed before James Strawbridge, a Notary in this City, on the Twenty Sixth day of June, Eighteen hundred and Sixty eight from Mary A. C. Packwood who purchased the same from C. G. Dahlgreen, by an Act passed before the same natary, on the same day; and said Dahlgreen acquired the same at a public sale thereof made by the Sheriff of St. Bernard Parish, on March 21, 1868.

CONSIDERATION: TWENTY THOUSAND FIVE HUNDRED AND FIFTY FIVE DOLLARS ($20,555.00)

TERMS: FIVE THOUSAND ($5,000.00) DOLLARS CASH FOUR PROMISSORY NOTES, ONE FOR THREE THOUSAND DOLLARS PAYABLE MARCH 30, 1876 AND THREE FOR TWO THOUSAND DOLLARS EACH PAYABLE MARCH 30, 1877, 1878 AND 1879 RESPECTIVELY.

(signed) P. A. Conrad

(signed) Geo. Cenas

(signed) Mary Atkins Lynch

(signed) Alfred Shaw

Vice President for
Board of Control La. & Mech.
College

(signed) Jno. G. Ganius

(signed) John Lynch

(signed) Andrew Hero, Jr.
Not. Pub.

CITIZENS BANK OF LOUISIANA

VS.

AGRICULTURAL & MECHANICAL COLLEGE OF LOUISIANA

Filed:

No.

22nd JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

(signed)

* * * * *

We have made a careful search and have not been able to locate the record of this suit in the office of the Clerk of Court for the 22nd Judicial District Court, Parish of St. Bernard. Said suit has apparentaly been lost.

The Abstractor

THE CITIZENS BANK OF LOUISIANA

TO

LYCURGUS HOLD WOOTON

(Copied from Original Record in Notarial Archives Orleans Parish)

CREDIT SALE

ARMAND PITOT, JR. N. P.

DATED: NOVEMBER 30, 1881

RECORDED: MAY 13, 1884

C.O.B. "16", FOLIO 108

PARISH OF ST. B ERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All and singular, that certain tract of land, together with the buildings & improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging situated in the Parish of St. Bernard in this State, at about five miles below the City of New Orleans, on the left bank of the Mississippi River, and measuring Three arpents front on the Mississippi River by Eighty arpents in depth, between parallel lines, which said tract of land is known and designated as the Battle Ground Saw Mills, and is composed of those Three certain tracts of land designated by the Numbers Three, Four and Five, on a plan drawn by Allou d' Hemecourt surveyor, and deposited for reference in the office of Carlile Pollock, formerly a notary public in this City of New Orleans, each of which have one arpent front on said River, and that numbered Three is bounded on the upper line by lot No. 2 to which it is contiguous as far as the point, marked D, and from thence until its depth is limited by the line of the Provost Plantation, and below it is bounded by lot No. 4, and that numbered Five is bounded on the upper line by said tract No. 4, and on the lower side line by property formerly belonging to R. C. Delery.

ACQUISITION: Being the same property which was acquired by the said Citizens Bank of Louisiana at a public sale made by the Sheriff of the Parish of St. Bernard, in this state, on the First day of October eighteen hundred and eighty one, at the suit of said Citizens Bank of Louisiana vs. The Board of Control of Agricultural & Mechanical College, No. 75 of the Docket of the Twenty-fourth Judicial District Court of Louisiana in and for the Parish of St. Bernard aforesaid.

CONSIDERATION: TEN THOUSAND ($10,000.00) DOLLARS

TERMS: TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS CASH, THREE PROMISSORY NOTES FOR TWO THOUSAND FIVE HUNDRED DOLLARS EACH DUE NOVEMBER 30th 1882, 1883, 1884, RESPECTIVELY.

(signed) C. M. Carriere

(signed) H. V. Garidel

(signed) E. L. Carriere
Pres.

(signed) L. H. Wooton

(signed) A. Pitot Jr.
Not. Pub.

LYCURGUS HOLT WOOTON
(Marital Status not shown)

To

MRS. PAMELA E. RHODES
nee Rentrop, wife of
DR. JOHN RHODES

(Copied from Conveyance Records, St. Bernard Parish, Checked from Original Records in Notarial Archives, New Orleans, La.)

CASH SALE

JOHN G. EUSTIS, NOTARY PUBLIC

DATED - June 26, 1885

RECORDED - June 27, 1885

C.O.B. "16", FOLIO 239

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * * *

DESCRIPTION: All and Singular - that certain tract of land together with all the Buildings & improvements thereon, and all the rights ways, privileges and appurtenances thereunto belonging or in any wise appertaining situated in the Parish of St. Bernard in the State of Louisiana at about five miles below the City of New Orleans on the left bank of the Mississippi River & measuring three arpents front on the Mississippi River by eighty arpents in depth between parallel lines which said tract of land is known and designated as the "Battle Ground Saw Mill" and is composed of those three certain tracts of land designated by the numbers three, four and five on a plan drawn by Allou D'Hemecourt, Surveyor, and deposited for reference in the Office of Carlille Pollock formerly a notary public in New Orleans, each of which have one arpent front on said River and that numbered three is bounded on the upper line by lot No. 2 to which it is contiguous as far as the point marked D and from thence until its depth, is bounded by the line of the Provost plantation and below it is bounded by lot No. 4 and that numbered five is bounded on the upper line by said tract No. 4 and on the lower side line by property

formerly belonging to R. C. Delery.

ACQUISITION: Being the same property acquired by the present vendor by purchase from the Citizens Bank of Louisiana, as per act of sale passed before A. Pitot Jr. a notary public in the City of New Orleans Dated November 13th 1881, and title registered in the office of the Clerk of Court of said Parish of St. Bernard in book of Conveyances No. 15. fo. 91 and seq.

CONSIDERATION TEN THOUSAND DOLLARS ($10,000.00)

TERMS: CASH

REMARKS: 1. Mrs. Pamela E. Rhodes and Dr. John Rhodes were separated in property by judgment of the District Court Parish of St. Mary, signed on October 25, 1873, in matter entitled Mrs. Pamela E. Rendrop, wife Vs. Dr. John Rhodes, #6857 of the docket of said Court.

2. H. A. Lessassier, Vice President of Citizens Bank of Louisiana intervened to certify payment of note for $2500.00 and to authorize cancellation of mortgage and vendor's lien.

(signed) L. H. Wooton

(signed) Pamela E. Rhodes
nee Rentrop

(signed) H. A. LeSassier - Vice-President

(signed) H. M. Hyanis

(signed) Dr. John Rhodes

(signed) Wm. L. Wooton

(signed) J. G. Eustis
Notary Public

Recorded June 27th 1885 in book of Conveyances No. 16 fo. 239-242 in the Clerk's Office Parish of St. Bernard.

(signed) J. R. Ducros

(SEAL) dy clk Ex Off Recorder

PAMELA RHODES wife of
DR. JOHN RHODES

&

DR. JOHN RHODES

TO

NEW ORLEANS & WESTERN RAILROAD

(Copied from Conveyance Record)

RIGHT OF WAY

MARCEL T. DUCNOS, NOTARY PUBLIC

DATED: August 1, 1895

RECORDED: August 12, 1895

C. O. B. "18", FOLIO 384

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: All and singular a right of way, One hundred feet wide and Five Hundred and Seventy Seven feet long, through and across the land belonging to said Mr. and Mrs. Rhodes situated in the Parish of St. Bernard in this State at about One mile below the buildings of the Crescent City Live Stock Landing and Slaughter House Company on the left bank of the Mississippi River measuring Three Arpents more or less front of said Mississippi River by all the depth of said Land. bounded above by lands of R. T. Beauregard and below by lands of J. M. Conger.

The said right of way is to be taken in the swampside of the present right of way of the New Orleans and Southern Rail Road the centre of the right of way herein granted being One Hundred feet from the centre of the track of the present New Orleans, and Southern Rail Road as more particularly appears by a plot signed by A. Swanitz Chief Engineer and hereto annexed and made part of this Act for reference and proof Said right of way is herein granted for the purpose of building constructing and operating a line of Rail Road on the same and in so doing the said New Orleans and Western Rail Road Co.

ACQUISITION: None shown.

CONSIDERATION: ONE HUNDRED AND THIRTY DOLLARS ($130.00)

TERMS: CASH

CAPTAIN LaFAYETTE JACKS

VS.

DR. JOHN RHODES

Filed: May 7, 1896

No. 453

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

PETITION

(signed) Jas. D. StAlexandre
Clerk of Court

* * * * * * *

TO THE HONORABLE THE TWENTY SECOND JUDICIAL DISTRICT COURT OF THE STATE OF LOUISIANA, IN AND FOR THE PARISH OF ST. BERNARD.

The petition of Captain LaFayette Jacks, who resides in the Parish of Plaquemines,

Respectfully represents,

That Doctor John Rhodes, who resides in the said Parish of St. Bernard is justly and truly indebted to your petitioner in the full sum of six thousand two hundred and twenty-five 98/100 dollars ($6225.98) is the right per cent interest on six thousand dollars ($6000 00/100), from the 15th df March 1893, and on two hundred and twenty five 98/100 dollars ($225.98) from the 14 of June 1895, five per cent attorneys' fees on the amount herein sued for, and costs of suit for this to-wit: that your petitioner is holder & owner of six certain promissory notes for one thou-

sand dollars ($1000 00/100) each, dated Parish of St. Bernard, March 15th, 1893, drawn by the said Dr. John Rhodes to his own order and by him endorsed, bearing eight per cent interest from their date, and payable in three series of two each, one, two and three years after date, respectively, and of a tax receipt for the taxes of 1894, amounting to the aforesaid sum of two hundred and twenty five 98/100 dollars ($225.98), paid by your petitioner for account of the said Dr. John Rhodes and according to law on the 14th of June 1895 aforesaid; that the payment of said promissory notes, and taxes, with the interest, attorneys' fees and costs aforesaid, is secured by a special mortgage and privilege on all & singular that

> certain tract of land together with all the buildings and improvements thereon, excepting the rights of way of the New Orleans & Southern Rail Road Company, and of the New Orleans and Western Rail Road Company, situate in the said Parish of St. Bernard about five miles below the city of New Orleans on the left bank of the Mississippi River measuring three arpents front on the said Mississippi River, by eighty arpents in depth, between parallel lines which said tract of land is known as the Battle Ground Saw Mills and is composed of those three certain tracts of land, designated by the numbers Three, Four and Five on a plan drawn by Allon d'Hemecourt, late surveyor, and deposited for reference, in the office of Carlisle Pollock, formerly a notary public in New Orleans, each of which has one arpent front on said river; that numbered three being bounded on the upper line by Lot No. Two, to which it is contiguous as far as the point marked "D", and thence to its rear line by the line of the late

Provost plantation, now owned by R. T. Beauregard, and below by said lot No. Four and that numbered Five, being bounded on the upper line by said Tract No. Four, and on the lower line by the property formerly belonging to R. C. Delery, and now by Fazende Lane, and by the property of J. M. Couget; the whole being the same property which was acquired by Mrs. Pamela E. Rhodes, wife of the said Dr. John Rhodes, in her own name, by act passed before J. G. Eustis, a notary public of the City of New Orleans, on the 26th of June 1885, and declared to be the property of the community existing between the said Mr. and Mrs. John Rhodes, on the 24th of March 1893, by a judgment rendered in the suit of Mrs. John Rhodes vs. John W. Leon known by the number 400 in the docket of this Honorable Court; as the whole does more fully appear, together with all other necessary particulars from the aforesaid six promissory notes, and tax receipt, and a duly certified copy of the act of mortgage aforesaid, executed before James D StAlexandre, a notary public of this Parish, on the 8th day of April 1893, all of which documents are hereto annexed & made part of this petition, and that although amicably demanded, the said Dr. John Rhodes, defendant herein, has heretofore failed and neglected to pay said debror any part thereof.

Wherefore your petitioner respectfully prays that the said defendant may be cited to appear and answer this petition; and that after due proceedings had, there be judgment in favor of your petitioner and against said defendant for the aforesaid sum of six thousand two hundred and twenty five 95/100 dollars $6225.98) with eight per cent interest on six thousand dollars ($6,000) from March 15th, 1893, and on two hundred and twenty

five 98/100 dollars ($225.98) from June 14th, 1895, until paid five per cent attorneys' fees on the amount herein sued for, and costs, with a special mortgage and privilege on the property hereinabove described; and your petitioner prays for general relief & as in duty bound &c.

(signed) Sambola & Ducros

of counsel

NOTE:

Copy of Mortgage and notes mentioned herein were annexed to this petition.

CAPTAIN LAFAYETTE JACKS

VS.

DR. JOHN RHODES

No. 453

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

ANSWER

(signed) Jas. D. StAlexandre
Clerk of Court

Filed: June 10th, 1896

* * * * *

And now into Court comes defendant, through his undersigned counsel, and for answer to the demand of plaintiff herein, plead a general denial.

Wherefore defendant prays that Plaintiffs suit be hence dismissed with cost.

(signed) Henry J. Rhodes

Atty.

CAPTAIN LAFAYETTE JACKS

TO

DR. JOHN RHODES

No. 453

22nd JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

CITATION

(signed) Jas. D. St.Alexandre
Clerk of Court

Filed: May 27, 1896

- - - - -

TO MR. DOCTOR JOHN RHODES

Of the Parish of St. Bernard

You are hereby Summoned to comply with the demand contained in the petition of which a true copy accompanies this Citation, or deliver your answer to the same, in the office of the Clerk of the Twenty 2d Judicial District Court of Louisiana in and for the Parish of St. Bernard, within ten days after the service hereof, adding one day for every ten miles distance from your place of residence to the Court House of this Parish, and if you fail herein judgment by default will be entered against you.

Witness the Honorable A. E. LIVAUDAIS, Judge of the said Court, this 7th day of May, A.D. 1896.

(signed) Jas. D. StAlexandre
Clerk.

(SEAL)

CAPTAIN LaFAYETTE JACKS

VS.

DR. JOHN RHODES

No. 453

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

JUDGMENT

(signed) Jas. D. St.Alexandre
Clerk of Court

Filed: June 10, 1896

* * * * *

This case came on this day for trial,

Present Sambola & Ducros for plaintiff,

Henry J. Rhodes, for defendant,

When, after hearing evidence and counsel, and the law and the evidence being dearly in favor of the plaintiff and against the defendant.

It is therefore, ordered, adjudged and decreed, that the plaintiff, Captain LaFayette Jacks, do have and recover of the defendant, Dr. John Rhodes, the sum of six thousand two hundred and twenty five 98/100 dollars ($6,225.98), with eight per cent interest on six thousand dollars from March 15th, 1893, and on two hundred & twenty five 98/100 dollars, from June 14th, 1895, until paid, five per cent attorneys' fees on the amount sued for, and costs of suit, with privilege and special mortgage on the property described in the plaintiff's petition.

Judgment rendered & signed in open Court this 10th day of June A.D. 1896, the last day of our present term of Court.

(signed) Robert Hingle

Judge.

Recorded MOB 15 fo. 304.

DR. JOHN RHODES

TO

CAPTAIN LaFAYETTE JACKS

(Copied from Conveyance Record)

SHERIFF'S SALE

E. NUNEZ - Sheriff

DATED - November 14, 1896

RECORDED - November 19, 1896

C.O.B. "19", Folio 72

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A Certain tract of land Known as the Battle Ground Saw Mills together with all the buildings & improvements thereon, situated in the Parish of St. Bernard in this State, on the left bank of the Mississippi River at about 3/4s of a mile below the City of New Orleans, measuring Three Arpents front on said river by eighty arpents in depth between parallel lines and composed of three lots designated by the Nos. 3-4 & 5 on a plan drawn by A. D Hemecourt, late Survey - or deposited for reference in the office of Carlile Pollock formerly a Notary Public of the City of New Orleans, each of which has One arpent front on the said River; Lot No. 3 being bounded on the upper side by lot No. 2, now the property of R. F. Beauregard, and to which it is contiguous as far as the point marked "D" on said plan, and thence to its rear line by the Provost Plantation, now owned by the State of Louisiana and known as the Chalmette Monument property, and below by lot No. 4 & lot No. 5 being bounded on the upper side by lot No. 4 and on the lower side by the property formerly belonging to R. C. De lery, and now by Fazende Lane, and the property now owned by Jean Marie Cougot, subject to the respective rights of way of

of the New Orleans & Southern & Western Rail Road Cos.

ACQUISITION: None Shown

CONSIDERATION: SEVEN THOUSAND DOLLARS ($7000.00)

TERMS: FIVE HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY CENTS ($557.60) CASH

SIX THOUSAND FOUR HUNDRED FORTY TWO DOLLARS AND FORTY CENTS ($6442.40) retained by Captain LaFayette Jacks for payment of 1895 Taxes and in satisfaction of the Judgment rendered herein.

WITNESSES:

Henry S. Morales

Victor M. Gutierrez

E. E. Nunez
Sheriff of the Parish of St. Bernard

REMARKS: NONE

MRS. SARAH MC LEAN

VS

MRS. PAMELA RENTHORP
wife of JOHN RHODES

FILED:

(COPIED FROM MORTGAGE RECORDS)

No. - 400

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

JUDGMENT

(signed)

* * * * *

This cause having been tried in Chambers and having been submitted to the Court for adjudication, in Chambers upon the evidence adduced all under agreement by the parties, during vacation, the Court considering the law and evidence to be in favor of defendant in injunction, and against the plaintiff therein, and for the reasons orally assigned

It is Ordered, adjudged and decreed, that there be judgment in favor of said defendant in injunction Mrs. Sarah McLean and against Mrs. Pamela Renthorp Rhodes, wife of John Rhodes, dismissing said injunction at her plaintiff's cost and it if further ordered that the property the seizure and sale of which, has been hitherto enjoined herein, viz;

> All and singular that certain tract of land together with the buildings and improvements thereon, and all the ways, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, in the State of Louisiana,

at about 5 miles below the City of New Orleans on the left bank of the Mississippi River, and measuring 3 arpents front on the Mississippi River by 80 arpents in depth between parallel lines which said tract of ground is known as the Battle Ground Saw Mill, and is composed of those three Certain tracts of land designated by the Nos. 3, 4 & 5 on a plan drawn by Allen d'Hemecourt, Surveyor and deposited for reference in the Office of Carlisle Pollock formerly Notary Public in N. O.; Each of which have 1 arpent front on said River and that numbered 3 is bounded on the upper line by lot No. 2 to which it is contiguous as far as the point marked D and thence until its depth is bounded by the line of the Provost Plantation and below by lot No. 4 and that numbered 5 is bounded on the upper line by said tract numbered 4 and on the lower side line by property formerly belonging to R. C. Delery; said property acquired by Pamela R. Rhodes from S. H. Wooton June 26th 1885 by act before J. G. Eustis N. P. be and the same is hereby declared to be the property of the Community existing between the said Pamela R. Rhodes and John Rhodes her husband, and as such subjected to the payment of the Judgment of Mrs. Sarah McLean defendant in injunction herein

Judgment rendered and signed this 24th day of March 1893.

Signed: A. E. Livaudais

Judge 22nd Judicial District Court

Duly Recorded at the Parish of St. Bernard this 19th day of May 1893.

(Signed) Jas. D. St. Alexandre

Clerk Ex officio Recorder

Cancelled, erased and annulled by virtue of an order of Release from the Sheriff of the Parish of St. Bernard, to be found in a Deed of Sale by said Sheriff dated Nov. 14th, 1896, of the property of John Rhodes to Capt. LaFayette Jacks fully inscribed in C.B. 19 fo. 72 et deg.

Clerk's office Nov. 19th 1896 (signed) Jas. D. St. Alexandre
Clerk Ex officio Recorder

Recorded in C.O.B. 19, folio 61
and in M.O.B. 14, folio 410

CAPTAIN LaFAYETTE JACKS
(Marital Status not shown)

TO

MRS. ANNA JANE McMILLAN,
born Anna Jane Jacks wife
of JAMES M. McMILLAN

(Copied from Conveyance Records, St. Bernard Parish, Checked from Original Records in Notarial Archives, New Orleans, Louisiana)

DONATION

GUSTIVE LaGARDEUR, N.P.

DATED - June 23, 1899

RECORDED - June 23, 1899

C.O.B. "19", Folio 384

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A Certain tract of land, known as the "Battle Ground Saw Mills" together with all the buildings and improvements thereon, situated in the Parish of St. Bernard, this State on the left bank of the Mississippi River, at about 3/4 three fourths of a mile below the City of New Orleans measuring Three Arpents front on said River by Eighty (80) Arpents in depth between parallel lines, and composed of three lots designated by the Nos. 3 & 4 & 5, on a plan drawn by Allon D'Hemecourt, late Surveyor, deposited in the Office of Charles Pollock late Notary of this City, each of which said lots have One Arpent front on said River Mississippi Lot No. 3 being bounded on the upper line by lot No. 2, now the property of R. T. Beauregard, to which it is contiguous as far as the point marked "D" on said plan, and thence to its rear line by the Provost Plantation now owned by the State of Louisiana, & known as the "Chalmette Monument Property", and below by lot No. 4; and lot No. 5 being bounded on the upper side by lot No. 4; and on the low-

side by the property formerly belonging to H. C. Delery and Known as Fazende Lane, and the property now owned by Jean Marie Cougot; Subject to the respective rights of way of the New Orleans & Southern of New Orleans & Western Railroad Companies.

ACQUISITION: The said above described tract of land herein donated was acquired by the said Captain LaFayette Jacks by purchase at the public sale made by E. E. Nunez, Sheriff of the Parish of St. Bernard, by virtue of a writ of Fieri Facias to him directed by the Hon. the 22d Judicial District Court of the State of La. for the Parish of St. Bernard at the Suit of Capt. LaFayette Jacks vs. Dr. John Rhodes Number 453 of the docket of said Court, as will appear by the said Sheriff's deed of sale to said Captain Jacks, dated Nov. 14th, 1896 registered in the Sheriff's Office, in Book of Sheriff's Sales folios 299 to 305, & in Conveyance Office Book 19 fo. 272 et seq. & in Book of Sheriffs Sales in the Clerks Office, of said Court No. 2 fo. 138 et seq.

CONSIDERATION: DONATION

TERMS: DONATION

REMARKS: NONE

(signed) P. J. Le Gardeur

(signed) A. G. La Rice

(signed) L. F. Jacks

(signed) Anna J. McMillan

To ortherize my wife

(signed) J. M. McMillan

(signed) G. LeGardeur, Jr.
Notary Public

Duly registered at the Parish of St. Bernard on the 23rd day of June A.D. 1899 in Conveyance Book No. 19 folio 384 et seq. and on the same day and in the same month and year duly recorded at the Parish of St. Bernard in Mortgage Book No. 16 folio 31 et seq.

(signed) Jas. D. St. Alexandre
Clerk ex-officio Recorder

(SEAL)

NEW ORLEANS TERMINAL COMPANY

VS

MRS. ANNA J. MC MILLAN, ET AL

FILED: November 21st, 1903

(COPIED FROM ORIGINAL RECORD)

NO. 601

29TH JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

PETITION

(signed) Jas. D. St. Alexandre

* * * * *

TO THE HONORABLE ROBERT HINGLE, JUDGE OF THE TWENTY-NINTH JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF ST. BERNARD:

The petition of the New Orleans Terminal Company, herein appearing through Louis S. Berg, its President, respectfully represents:

That your petitioner is a railroad corporation organized under the laws of the State of Louisiana and domiciled in the City of New Orleans, as will more fully appear by reference to its original Charter, a certified copy of which hereto annexed;

That your petitioner has resolved to build an extensive terminal for the handling of its export and import business in said Parish of St. Bernard, extending from the lower side of the New Orleans Belt & Terminal Company, known as "Chalmette", to the lower limits of the City of New Orleans;

That Mrs. Anna J. McMillan, wife of James M. McMillan, appears upon the public records as the owner of the following

described property situated in the Parish of St. Bernard and within the locality above described as that needed for the terminal of your petitioner, to wit:-

> "A certain tract of land known as the "Battle Ground Saw Mills" together with all the buildings and improvements thereon and all the rights, ways, privileges, and appurtenances thereunto belonging or in any wise appertaining, situated in the said Parish of St. Bernard, in this State, on the left bank of the Mississippi River at about three-fourths (3/4) of a mile below the City of New Orleans, measuring Three (3) arpents front on said Mississippi River by Eighty (80) appents in depth, between parallel lines, and composed of three lots designated by the Nos. Three (3) Four (4) and Five (5) on a plan drawn by A. D'Hemecourt, late surveyor deposited in the office of Carlisle Pollock, late notary in this city, each of which said lots has One (1) arpent front on said Mississippi River; lot No. Three (3) being bounded on the upper line by lot No. Two (2), now the property of R. T. Beauregard, to which it is contiguous as far as the point marked "D" on said plan, and thence to its rear line by the Provost Plantation, now owned by the State of Louisiana and known as "Chalmette Monument Property", and below by lot No. Four (4); and lot No. Five (5) being bounded on the upper side by lot No. Four (4) and on the lower side by the property formerly belonging to H. C. Delery and now to Fazende Lane and the property now owned by Jean Marie Cougot, subject to the respective rights of way of the New Orleans and Southern and New Orleans and Western Railroad Companies."

That from the said records it appears that the said property was acquired by the said Mrs. Anna J. McMillan, wife of James M. McMillan, from Captain Lafayette Jack, her father, by

donation Inter Vivos, and that the said Captain Lafayette Jack is now living; that he has other presumptive heirs, and the said Captain Lafayette Jack is a necessary party to this suit;

That said property is necessary to your petitioner for railroad purposes;

That petitioner hereto annexes a plan of said property as required by law;

That the improvements on said property consist of a frame building together with certain out-houses of small value;

That petitioner cannot agree with the owners of said property as to the price to be paid for the purchase thereof, and the said Mrs. Anna J. McMillan cannot make title thereto on account of the dangers resulting from the possible revendication of this said donation at the death of the donor;

Petitioner further represents that the property sought to be expropriated herein is the land and buildings thereon together with the rights, ways, privileges, and appurtenances thereunto belonging or in any wise appertaining, and specially excepts all crops, chattels, or immovables by destination on the said property.

Wherefore petitioner prays that after due proceedings

had, the said property may be adjudged to your petitioner upon the payment to the owners of all such damages as they may sustain in consequence of the expropriation of the same for railroad purposes.

Petitioner further prays that all costs in this proceeding be adjudged against it as well as the taxes for the property for 1903. And petitioner prays for general relief.

(Signed) Farrar Jonas & Kruttschmitt

Dufour & Dufour, Attys. of

Petitioner

Service accepted of citation waived

N.O. November 25th 1903

(signed) P. A. Sucroz

of counsel for defts

O R D E R.

The foregoing petition and Section 1481 of the Revised Statutes considered, and considering the acceptance of service by the said Mrs. Anna J. McMillan, wife of James M. McMillan, James M. McMillan, her husband, to authorize her, and Captain Lafayette Jack, by their attorney, P. A. Ducros,

IT IS ORDERED, That the Clerk of the Court and Sheriff

draw and summon a jury of freeholders, as provided by Section 1481 of the Revised Statutes for the 5th day of December, 1903, at twelve o'clock.

Parish of St. Bernard - Nov. 21st 1903

(Signed) Robert Hingle

Judge

A 1 filed in evidence by plaintiff Dec. 5/03

(signed) J. D. St. Alexandre

Clerk

NEW ORLEANS TERMINAL COMPANY

VS.

MRS. ANNA J. MC MILLAN, ET AL

FILED: November 21st, 1903

(COPIED FROM ORIGINAL RECORD)

NO. 601

29TH JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

ANSWER

(SIGNED) Jas. D. St.Alexandre

* * * * *

NOW INTO COURT comes CAPTAIN LAFAYETTE JACK, herein made defendant, and for answer to the petition herein filed denies all and singular the allegations thereof, except in so far as may be hereinafter specially admitted.

Answering further, respondent admits that the property sought to be expropriated herein was donated by him to his daughter, Mrs. Anna J. McMillan, wife of James M. McMillan.

Further answering, respondent avers that the said property is well worth the sum of Twenty-seven thousand five hundred Dollars ($27,500.00) and prays that in event of a judgment expropriating the said property the said amount of Twenty-seven thousand five hundred Dollars ($27,500.00) be assessed as damages.

(signed) P. A. Ducros

of counsel

NEW ORLEANS TERMINAL COMPANY

VS

MRS. ANNA J. MC MILLAN, ET AL

FILED: November 21st, 1903

(COPIED FROM ORIGINAL RECORD)

NO. 601

29TH JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

STATE OF LOUISIANA

ANSWER

(SIGNED) Jas. D. St. Alexandre

* * * * *

NOW INTO COURT comes MRS. ANNA J. MC MILLAN, wife of JAMES M. MCMILLAN, and JAMES M. MCMILLAN, defendants herein, through their counsel, and for answer to the petition herein filed denies all and singular the allegations thereof except as may be hereinafter specially admitted.

Further answering, respondent admits that she is the owner of the said property and appears as such upon the public records; that the said property was acquired by her by donation from her father, Captain Lafayette Jack, by act before Gustave Legardeur, Notary Public in the City of New Orleans, on the 23rd day of June 1899.

For further answer, respondent avers that the land and buildings together with all rights, ways, privileges, and appurtenances thereunto belonging or in any wise appertaining is well worth the sum of Twenty-seven thousand five hundred Dollars ($27,500.00) and she prays that there be judgment in her favor assessing the value of the property at Twenty-seven thousand five

hundred Dollars ($27,500.00) together with costs.

(signed) P. A. Ducros

of counsel

NEW ORLEANS TERMINAL COMPANY — NO. 601

29th JUDICIAL DISTRICT COURT

VS

PARISH OF ST. BERNARD

MRS. ANNA J. MC MILLAN — STATE OF LOUISIANA

FILED: December 5th, 1903 — JUDGMENT

(COPIED FROM ORIGINAL RECORD) — (SIGNED) Jas. D. St. Alexandre

* * * * *

The verdict of the jury rendered this day being considered, and the law and the evidence being in favor of Plaintiff and against the defendants

It is Ordered Adjudged and Decreed that there be judgment in favor of the New Orleans Terminal Co. and against the defendants Mrs. Anna J. Jacks wife of Jas. M. McMillan and Captain Lafayette Jacks expropriating and adjudging unto the said New Orleans Terminal Company upon the payment to the defendants the sum of Twenty seven thousand five hundred dollars, the following property to wit-

> A certain tract of land known as the "Battle Ground Saw Mills" together with all the buildings and improvements thereon and all the rights, ways, privileges and appurtenances therewith belonging or in any wise appertaining situated in the said Parish of St. Bernard in this state on the left bank of the Mississippi River at about three fourths 3/4 of a mile below the City of New Orleans measuring three (3) arpents front on said Mississippi River by eighty (80) arpents in depth between

parallel lines and composed of three lots designated by Nos. three (3) Four (4) and Five (5) on a plan drawn by A. D'Hemicourt, late surveyor, deposited in the office of Carlisle Pollock late notary in this City, Each of which said lots has one (1) arpent front on said Mississippi River; Lot No. Three (3) being bounded on the upper line by lot No. Two (2) now the property of R. T. Beauregard to which it is contiguous as far as the point marked "D" on said plan, and thence to its rear line by the Provovost Plantation now owned by the State of Louisiana and known as "Chalmette Monument Property" and below by lot No. Four (4) and lot No. Five (5) being bounded on the upper side by lot No. Four (4) and on the lower side by the property formerly belonging to H. C. Delery and now to Fazende Lane and the property now owned by Jean Marie Cougot subject to the respective rights of way of the new Orleans and Southern and New Orleans and Western Railroad Companies.

It is further ordered that the plaintiff pay all costs of these proceedings. This done and signed in open court on this fifty day of December 1903.

(signed) Robert Hingle

Judge

CAPTAIN LAFAYETTE JACKS,
MRS. ANNA JACKS McMILLAN
(Marital Status not known)

TO

NEW ORLEANS TERMINAL COMPANY

(Copied from Original Record in Notarial Archives Orleans Parish)

RECEIPT

H. GENERES DUFOUR, N. P.

DATED: DECEMBER 7, 1903

RECORDED:

C.O.B. "20", FOLIO 241

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: "A certain tract of land known as the "Battle Ground Saw Mills" together with all the buildings and improvements thereon and all the rights, ways, privileges, and appurtenances thereunto belonging or in any wise appertaining, situated in the said Parish of St. Bernard in this State, on the left bank of the Mississippi River at about three-fourths (3/4) of a mile below the City of New Orleans, measuring three (3) arpents front on said Mississippi River by eighty (80) arpents in depth, between parallel lines, and composed of three lots designated by the Nos. Three (3), Four (4), and Five (5) on a plan drawn by A. D'Hemecourt, late surveyor, deposited in the office of Carlisle Pollock, late notary in this city, each of which said lots has one (1) arpent front on said Mississippi River; lot No. Three (3) being bounded on the upper line by lot No. Two (2) now the property of R. T. Beauregard, to which it is contiguous as far as the point marked "D" on said plan, and thence to its rear line by the Provost Plantation, now owned by the state of Louisiana and known as "Chalmette Monument Property", and below by lot No. Four (4); and lot No. Five (5) being bounded on the upper side by Lot No. Four (4) and on the lower side by the property formerly belonging to H. C. Delery and now to Fazende Love, and the property

now owned by Jean Marie Cougot, subject to the respective rights of way of the New Orleans and Southern and New Orleans and Western Railroad Companies."

CONSIDERATION: TWENTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($27,500.00)

TERMS: AWARD UNDER JUDGMENT

REMARKS The sum of $27,500.00 being the amount awarded the said Captain Lafayette Jacks and Mrs. Anna Jacks McMillan under the judgment of the Twenty-ninth Judicial District Court in and for the Parish of St. Bernard in the suit entitled, "New Orleans Terminal Company vs. Anna Jacks, wife of J. M. McMillan, and Captain Lafayette Jacks, No. 601 of the docket of the said court.

(signed), James Harvey

(signed) Wm. C. Dufour

(signed) Anna J. McMillan

(signed) J. M. McMillan

(signed) L. F. Jacks

(signed) H. Generes Dufour

Notary Public

(SEAL)

Copy of judgment and copy of foregoing act registered in Parish of St. Bernard in Conveyance Book 20 folios 241 et seq.

(signed) U.G.D.

NEW ORLEANS TERMINAL COMPANY

TO

VINCENT & PAUL GUERRA

(Copied from Conveyance Record)

LEASE

DATED: December 30, 1903

RECORDED: January 30, 1904

C.O.B. "20", FOLIO 280

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

STATE OF LOUISIANA

Parish of Orleans:

The New Orleans Terminal Company, herein appearing by Louis S. Berg, President, hereby leases to Vincent & Paul Guerra for one year from January 1st, 1904 to January 1st, 1905, Sixteen (16) acres of land out of the Hey. T. Beauregard property in this Parish of St. Bernard, being the outer south portion of said property, beginning at the fence in the rear of the house and running back to cross fence; upon following terms and conditions 1. The Lessees pay to the lessor the sum of $96.00 Cash, receipt of which is acknowledged. 2. The Lessees are prohibited from making any sub-lease of the premises or to make any transfer of this lease. 3. The Lessees during the whole of the lease are to act as care takers of the whole H. T. Beauregard place to see that no depredation, or trespasses are Committed on the premises, and to exclude all persons from said premises except upon the written order of L. S. Berg. 4. at any time during this lease, in giving

30 days notice the lessor shall have the right to lay one or more railroad tracks across the leased portion of the premises, without Compensation to the lessess. 5. Lessees shall have the right to occupy free of charge, the cabins now occupied by them on said H. T. Beauregard premises. Thus Done and signed in duplicated this 30th day of December 1903.

Signed: New Orleans Terminal Company by L. S. Berg, President

" Mr. Vincent Guerra Mr. Paul Guerra, Lessess

" Attest: G. Mc.D. Nathan

Duly recorded at the Parish of St. Bernard on the 30th day of January A.D. 1904.

(signed) Jas. D. St. Alexandre

Clerk. Ex Officio Recorder

HILAIRE ST. AMAND &

LOUIS ST. AMAND

TO

ALEXANDRE BARON

(Copied from French Translation of Original Record in Notarial Archives, Parish of Orleans)

CREDIT SALE

CARLILE POLLOCK, NOTARY PUBLIC

DATED: April 10, 1832

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * * *

DESCRIPTION: A certain lot of ground, part of their plantation in St. Bernard Parish, situated approximately five miles below this city on the left bank of the Mississippi River and designated by the number Two on a plan which the vendors had made by Allon d'Hemecourt under date of March 5, 1832.

Dimensions and limits: Two hundred four feet six inches front on the River on the line marked A B on the said plan, and extending in depth between two straight lines meeting at D. Two thousand seven hundred forty eight feet, nine inches on the line of the upper boundary, and two thousand eight hundred thirty-four feet, six inches on the lower boundary line; said lot being bounded on the upper side by a lot designated on the same plan by number One, and on the lower side by lot number Three, both lots running the full length of number Two and adjoining it on either side.

Included in this sale is that portion of the batture facing the said lot of ground and any accumulation thereon which may occur subsequently in any manner whatsoever.

ACQUISITION: The land sold belongs to the vendors through purchase from Pierre Denis Delaronde, April

10, 1832, by act before Michel de Armas, notary, April 28, 1817. Abstract of titles preceding this annexed to above plan.

CONSIDERATION: THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700.00)

TERMS: THREE NOTES FURNISHED.

(signed) William Lake

(signed) Rene Marchand

(signed) Hilaire St. Amand

(signed) Louis St. Amand

(signed) Alexandre Baron

(signed) Carlile Pollock
Not. Pub.

ABSTRACTOR'S NOTE

We have made a careful search of the records of the Notarial Acts of William Boswell and nowhere can we find an Act of Sale from Alexandre Baron to Widow Guillaimne Malus to which the following act refers. Nor have we been able to find the Succession of Widow Guillaimne Malus in the records of the Office of the Clerk of Court of the Civil District Court of the Parish of Orleans. The records of the Clerk of Court for the Parish of St. Bernard for that period were destroyed by fire.

ANNETTE MALUS,
widow of
ALEXANDER BARON

TO

LUCIEN MALUS

(COPIED FROM ORIGINAL RECORD)

DONATION

LUCIEN HERMANN, NOTARY PUBLIC

DATED: SEPTEMBER 29, 1848

RECORDED:

C.O.B. "48", FOLIO 221

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: The undivided half or morety of a certain Portion of Ground making part of the Sugar Plantation heretofore belonging to Hilaire St. Armant and Louis St. Armant, free people of color, and is situate in the Parish of Saint Bernard aforesaid, on the left bank of the River Mississippi, about five miles below this city, designated as Number Two on the Plan made by the said Hilaire and Louis St. Armant of the said Plantation which they caused to be subdivided into Lots by Allon d'Hemecourt, Deputy City Surveyor, dated the Fifteenth of March Eighteen hundred and thirty-two, and deposited in the office of the late Carlile Pollock, then notary public in this city, on the Tenth day of April following, The said Portion of ground having, french measure, Two hundred and four feet & ten inches in front on the River Mississippi on the line A B on said Plan, and running for depth between two lines and closing at the letter D, Two thousand Seven hundred and forty eight feet, nine inches on the upper limit where it is bounded by Lot Number one, and two thousand eight hundred and thirty four feet & six inches on the lower limit where it is bounded by the Lot Number Three; Together with the one undivided half or morety, of and in and to all and singular the Buildings and improvements thereon erected, & rights, ways, servitudes, privileges and advantages thereunto belonging, and portion of the Batture already formed or hereafter to be formed in front thereof by alluvion or otherwise;

(AMONG OTHER PROPERTY)

ACQUISITION: "The above described Property whereof the one undivided half is hereby donated belongs to the said Donor and to Francois Malus, each in the proportion of one undivided half by inheritance from their Mother the late Widow Guillanmie Malus who acquired the same from Alexander Baron by an act passed before William Boswell, late notary in this city, the Eighteenth of May Eighteen hundred and thirty three.

CONSIDERATION: Donation

TERMS: Donation

(signed) Armand Pitot, Jr. (signed) A. Baron

(signed) C. La Bedajere Kernion (signed) Lucien Malus

(signed) Lucien Hermann
Notary Public

I, Register of Conveyances, certify that the foregoing act has been the day recorded in my office in Book No. 48 fo. 221.

New Orleans this 22nd day of November 1848.

(signed) Bernard J. Marigny

LIBRARY
INTERMOUNTAIN CULTURAL RESOURCE CENTER
NATIONAL PARK SERVICE

FRANCOIS MALUS &

LUCIEN MALUS
(Marital Status not shown)

TO

CAROLINE FABRE, widow of
MICHEL BERNARD CANTRELLE

(Copied from French translation of Original Record in Notarial Archives, New Orleans, La.)

CREDIT SALE

AMEDEE DUCATEL, N. P.

DATED: April 11, 1856

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain piece of ground situated in St. Bernard Parish, in this State, left bank of the Mississippi River forming part of the former Hilaire and Louis St. Armant plantation, approximately five miles from and below this city, designated number Two on a plan by Allou d'Hemecourt, surveyor, dated March 15, 1832, and filed in the office of Carlile Pollock, Notary in this city, April 11, 1832. The said portion of ground, or lot, measuring in French feet, two hundred four feet ten inches front on the Mississippi on the line A B of the above-mentioned plan and extending in depth, between two lines meeting at a point lettered D, two thousand seven hundred forty eight feet nine inches on the upper limit where the said land is bounded by Number One and two thousand eight hundred thirty four feet six inches on the lower line where the land is bounded by lot numbered Three. Together with all etc.

ACQUISITION: This property belongs to the vendors in the following manner:
To Francois Malus through inheritance conjointly with his sister Annette Malus, widow Alexandre Baron, from their mother Widow Guillaume Malus who herself had purchased the property from Alexandre Baron by act of May 18,

1833 before William Boswell, notary in this city; and to Lucien Malus through donation from Widow A. Baron (of her half in the Property, or said land) by act of September 9, 1848, before Lucien Herman, notary in this city.

CONSIDERATION: SIX THOUSAND THREE HUNDRED DOLLARS ($6,300.00)

TERMS: THREE THOUSAND THREE HUNDRED ($3,300.00) DOLLARS CASH, NOTE FOR THREE THOUSAND ($3,000.00) DOLLARS DUE APRIL 11, 1857.

REMARKS: Acts of Ratification and Renunciation passed in St. James and St. Charles Parish furnished by Francois Malus' wife and Lucien Malus' wife are annexed to this act.

(signed) Ernest Ducatel

(signed) Ernest Morel

(signed) V^e M. B. Cantrelle

(signed) Frs. Malus

(signed) Lucien Malus

(signed) Amedee Ducatel

Not. Pub.

MRS. CAROLINE FABRE, widow of
MIDUL BERNARD CANTRELLE

TO

MR. J. A. FERNANDEZ y LINEROS

(Copied from French Translation of Original Record in Notarial Archives, New Orleans, La.)

CREDIT SALE

AMEDIE DUCATEL

DATED - July 5, 1865

RECORDED -

C.O.B. "9", Folio 180

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A piece of ground situated in St. Bernard Parish, in this State, left bank of the Mississippi River and forming part of the former plantation of Hilaire and Louis St. Amant, approximately five miles from the city of New Orleans, designated as Number 2 on a plan by Allon d'Hemecourt dated March 15, 1832, filed in the office of Carlile Pollock N. P., then a notary in this city, by act of April 11, 1832: Said piece of ground measures in French feet, two hundred four feet ten inches front on the Mississippi River on the line AB of the said plan and extending in depth between two lines meeting at a point marked D; two thousand seven hundred forty eight feet nine inches on the upper line where the said land is bounded by the lot numbered One, and two thousand eight hundred thirty-four feet six inches on the lower limit of the said land where is bounded by the lot numbered Three.

ACQUISITION: This property belongs to the Widow Cantrelle by purchase from Francis and Lucien Malus by act before the undersigned Notary, dated April 11, 1856.

CONSIDERATION: EIGHT THOUSAND DOLLARS ($8,000.00)

TERMS: THREE THOUSAND DOLLARS ($3,000.00) CASH

TWO NOTES IN THE SUM OF TWO THOUSAND FIVE HUNDRED ($2,500.00) EACH

WITNESSES:

(signed) Henry Ducatel (signed) J. A. Fernandez

(signed) A. Pelaune (signed) Ve M.B. Cantrelle

(signed) Amedes' Ducatel

Not Pub.

MRS. CARMEN LESSEPS, wife of JOSEPH ANTONIA FERNANDEZ Y LINEROS

TO

RENE T. BEAUREGARD, ESQUIRE (Marital Status not shown)

(Copied from Original Record in Notarial Archives, Parish of Orleans)

CREDIT SALE

JAMES FAHEY, NOTARY PUBLIC

DATED: June 4th, 1880

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain tract of land, situate in the Parish of St. Bernard, in this State, on the left bank of the Mississippi River at about One mile below the City of New Orleans, known as the Buen Retiro Place, and measuring according to the hereto annexed sketch, made by A. Toledano and which is a copy of F. V. Tourne's plan, dated 15th Jany. 1876. Two hundred and four feet, ten inches front on the Public Road, with batture rights, on the Mississippi River, by a depth of twenty eight hundred and thirty four feet six inches on the lower side dividing it from the State Agricultural College, and Twenty Seven hundred and forty eight feet nine inches on the upper side dividing it from the property of A. Lesseps; the width is irregular converging to a point.

Together with all and singular the buildings and improvements thereon and the appurtenances thereof, rights, ways, servitudes, privileges and advantages thereunto belonging, or in any wise appertaining, without exception or reservation whatsoever.

ACQUISITION: Acquired by said vendor by purchase at a sale made by Albert Estopinal Sheriff of the Parish of St. Bernard on the 1st July 1876, by virtue of a writ of fr. fa. to him directed by the

Honorable the Second Judicial District Court of Louisiana in and for the Parish of St. Bernard, in the suit entitled Mrs. Carmen Lesseps, wife of J. A. Fernandez Her Husband No. 743 of the docket of said court in which said suit judgment was rendered by said court on 24th and signed 28th April, 1876, ordering that the community of property then existing between said plaintiff and defendant be dissolved; and for which said Sheriff granted unto said Mrs. Carmen Fernandez, a deed of sale dated 3rd July 1876, recorded in the Clerk's Office of said Court in Deed bk. of Sheriff's Sales pages 230 to 234, and registered in the recorder's office of said parish of St. Bernard, in Bk. 13, page 57 et sequatur.

CONSIDERATION: FORTY ONE HUNDRED DOLLARS ($4100.00)

TERMS: THIRTEEN HUNDRED AND SIXTY-SIX 66/100 2/3

DOLLARS ($1366.66) CASH: TWO NOTES FOR

THIRTEEN HUNDRED AND SIXTY-SIX 66/100

($1366.66) DOLLARS EACH DUE APRIL 3, 1881

AND 1882.

(signed) J. W. Oglesby — (signed) Carmen Fernandez

Received

(signed) A. Baldwin — (signed) To authorize my wife J. S. Fernandez

(signed) Michel V. Defan

(signed) Paul Maspero — (signed) R. T. Beauregard

(signed) Jas. Fahey
Not. Pub.

New Orleans, May 31, 1880

I hereby agree to accept the adjudication made to Mrs. Widow Geo. E. Forstall on the 3d of April 1880 of the Bueno Retiro Property & sold by C. E. Girardez, Auctioner & on the price & sum & on the conditions fully set forth in his proces verbal before G. L. Gardeaz, Esq. Notary Public

(signed) R. T. Beauregard.

State of Louisiana

City of New Orleans

Know all men by these presents that I Emilie Morris, Widow of the late Geo. E. Forstall of this City, do hereby Renounce in favor of R. T. Beauregard also of this city, the adjudication made to me on the 3d. of April 1880 of the property herein above mentioned, made by C. E. Girardez on said date.

In faith whereof I have hereunto set my hand on this 31st day of May A. D. 1880.

(signed) Mme. Geo. E. Forstall

RENE TOUTANT BEAUREGARD
(Marital Status not shown)

TO

NEW ORLEANS TERMINAL CO.

CASH SALE

H. GENERES DUFOUR, N.P.

DATED: November 28, 1904

RECORDED: January 27, 1905

C. O. B. "20" , FOLIO 451

PARISH OF ST. BERNARD

STATE OF LOUISIANA

(Copied from Original Record, in Notarial Archives, Orleans Parish)

* * * * *

DESCRIPTION: A certain tract of land situated in the Parish of St. Bernard, in the State of Louisiana, on the left bank of the Mississippi River, about one mile below the City of New Orleans, known as the Buen Retiro Place, and measuring according to a sketch annexed to an act of sale by Mrs. Carmen Fernandez to the present vendor before James Fahey, Notary Public, June 4th, 1880, Two hundred and four feet, ten inches (204' 10") front on the public road with batture rights on the Mississippi River, by a depth of Two thousand eight hundred and thirty-four feet, six inches (2834' 6") on the lower side line dividing it from the State Agricultural College, and Two thousand seven hundred and forty-eight feet, nine inches (2748' 9") on the upper side line dividing it from the property of A. Lesseps, the width being irregular and converging to a point; together will all and singular the buildings and improvements thereon and all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in any wise appertaining.

ACQUISITION: Being the same property acquired by the present vendor from Mrs. Carmen Fernandez by act before James Fahey, Notary Public for the Parish of Orleans, dated June 4th, 1880, registered in the Parish of St. Bernard in Conveyance Book #14, folio #230.

CONSIDERATION: EIGHTEEN THOUSAND DOLLARS ($18,000.00)

TERMS: CASH

(signed) Rene Toutant Beauregard

(signed) Wm. C. Dufour

(signed) C. T. Beauregard

(signed) L. S. Berg

(signed) H. Generes Dufour
Notary Public

Registered Parish of St. Bernard

C.O.B. #20 fo. 451 et seq.

Jan 27/05

HILAIRE ST. AMAND &

LOUIS ST. AMAND

TO

THEOPHILE WILTZ

(Copied from French Translation of Original Record in Notarial Archives, Parish of Orleans)

CREDIT SALE

CARLILE POLLOCK, NOTARY PUBLI

DATED: April 10, 1832

RECORDED:

C.O.B. FOLIO

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain lot of ground, part of a sugar plantation in St. Bernard Parish, approximately five miles below this city on the left side of the Mississippi River designated Number One on a plan which the vendors had made by Allon d'Hemecourt under date of March 5, 1832.

According to French measure, the said lot is of the following dimensions: Front on the River, two hundred four# feet six inches, on the line A B of said plan, and extends in depth between two straight lines meeting at a point marked D, six thousand six hundred seventy six feet on the line of the upper limit A D; and two thousand seven hundred forty eight feet nine inches on the lower limiting line; said lot bounded on the upper side by the Prevost plantation and below by the lot designated by the number Two of the above mentioned plan. And included in the present sale is that portion of the batture facing the said lot of ground and any accumulation thereon formed subsequently in any manner whatsoever.

ACQUISITION: Vendors acquired the plantation from which this lot is carved, from Pierre Denis Delaronde by act before Michel de Armas, Notary, April 28, 1817. Abstract of titles preceding this annexed to above plan.

CONSIDERATION: THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700.00)

TERMS: THREE NOTES FURNISHED.

(signed) William Lake

(signed) Rene Marchand

(signed) Hilaire St. Amand

(signed) Louis St. Amand

(signed) Theophile Wiltz

(signed) Carlile Pollock
Not. Pub.

THEOPHILE WILTZ

TO

AUGUSTE HOUETTE &

ETIENNE VILLAVASO

(Copied from French Translation taken from Conveyance Records Parish of Orleans)

CREDIT SALE

PRIVATE ACT

DATED: January 12, 1833

RECORDED:

C.O.B. "11", FOLIO 340

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain portion of ground situated in said St. Bernard Parish, approximately five miles from and below the city on the left bank of the Mississippi, designated as One on a plan drawn, at the request of the St. Amants, by Allon d'Hemecourt, engineer-surveyor deputy overseer for the City, dated March 15, 1832, and filed in the office of Carlile Pollock, notary. Said portion of ground measures, French measure, front on the River, two hundred four feet six inches on the line A B of said plan, and extends in depth between straight lines meeting at a point D, two thousand six hundred seventy six on the upper line or limit A D and two thousand seven hundred forty-eight feet nine inches on the lower line or limit; said lot number One being bounded on the upper side by the Prevost plantation and on the lower by the lot designated Number Two on the above-mentioned plan, and (is sold with) all improvements thereon plus that portion of the batture facing the said lot and any accumulation resulting thereon.

ACQUISITION: None shown.

CONSIDERATION: THREE THOUSAND NINE HUNDRED ($3,900.00) DOLLARS

TERMS: THIRTEEN HUNDRED DOLLARS CASH; FOR THE BALANCE, TWO NOTES GIVEN.

(signed) Antonio Ducros

Register of Conveyances

ABSTRACTOR'S NOTE

We have made a careful search of the records of the office of the Register of Conveyances for the Parish of Orleans as well as the acts of the various notaries who apparently had dealings concerning the property in this locale and have not been able to find where Auguste Houette and Etienne Villavaso ever disposed of Lot One, nor have we been able to find where Mrs. Celeste Cantrelle ever acquired said Lot One. The acts of Phillippe Toca, Recorder in and for the Parish of St. Bernard for the year 1866 have been destroyed by fire.

J. A. FERNANDEZ LINEROS
(Marital Status not shown)

TO

MRS. CARMEN RIBAS, wife
separated in property of
AUGUSTE LESSEPS

(Copied from Original Record)

CREDIT SALE

GUSTAVE LE GARDEUR, N.P.

DATED: February 27, 1873

RECORDED:

C. O. B. " " , FOLIO

PARISH OF ORLEANS

STATE OF LOUISIANA

* * * * *

DESCRIPTION: One lot of ground situate in the Parish of St. Bernard in this State, at about five miles below the City of New Orleans, on the left bank of the Mississippi River, designated as lot No. One on a plan drawn on the 15th day of March 1832 by A. D'Hemicourt Deputy Surveyor, and deposited in the office of Carlisle Pollock, late notary public in this City. Said lot measures in French measure Two hundred and eighty feet six inches front on said river on a line A. B. from said river to the rear between straight lines closing at point D, measuring two thousand six hundred and seventy six feet on the upper line A. D. and Two thousand seven hundred and forty-eight feet nine inches on the lower line bounded on the lower limit by the lot designated on said plan by the No. Two and on the upper limit by the property of Provost or his heirs, together with all the buildings and improvements thereon,

ACQUISITION: being the same property which the present vendor acquired by purchase from Octave Cantrelle administrator of the Succession of the late Mrs. Celeste Cantrelle by act passed before Philippe Toca, Recorder in and for the Parish of St. Bernard, on the 24th day of September 1866.

CONSIDERATION: FOUR THOUSAND DOLLARS ($4,000.00)

TERMS: $1,000.00 CASH, THREE NOTES FOR $1,000.00 EACH DUE FEBRUARY 27TH, 1874, 1875, and 1876, RESPECTIVELY.

(signed) A. Pitot, Jr.

(signed) A. G. La Pice

(signed) Mmr. Lesseps

(signed) Carmen Ribas

(signed) J. A. Fernandez

(signed) J. M. Villavaso

(signed) G. Le Gardeur
Not. Pub.

Parish of St. Bernard

C.O. Vol 12 fol. 54 to 57

M.O.B. No. 6 folios 412

MRS. CARMEN RIBAS, wife separated in property of AUGUSTE LESSEPS

TO

AUGUSTE LESSEPS JR. (Marital Status not shown)

(Copied from Original Record)

CREDIT SALE

GUSTAVE LE GARDEUR, NOTARY PUBLIC

DATED: April 13, 1875

RECORDED:

C.O.B. "

PARISH OF ORLEANS
STATE OF LOUISIANA

* * * * *

DESCRIPTION: One lot of ground situated in the Parish of St. Bernard in this State, at about five miles below the City of New Orleans, on the left bank of the Mississippi River, designated as lot No. One on a plan drawn on the 15th of March 1832 by A. D'Hemecourt, deputy surveyor, and deposited in the office of Carlisle Pollock, late a notary public in this city. Said lot measures in French measure Two hundred eighty feet six inches front on said river on a line A.B. from said river to the rear between straight lines closing at point D measuring Two thousand six hundred and seventy six feet on the upper line A.D. and Two thousand seven hundred and forty-eight feet nine inches on the lower line, bounded on the lower limit by the lot designated on said plan by the No. Two and on the upper limit by the property of Provost or his heirs; together with all the buildings and improvements thereon, being

ACQUISITION: the same property acquired by said vendor by purchase from I. A. Fernandez Liveros by act passed before the undersigned Notary on the Twenty-seventh day of February 1873.

CONSIDERATION: FOUR THOUSAND DOLLARS ($4,000.00)

TERMS: $2,000.00 CASH, TWO NOTES FOR $1,000.00 EACH

DUE FEBRUARY 27TH, 1875 and 1876

(signed) A. Pitot, Jr.

(signed) A. G. La Pice

(signed) Augte Lesseps, Jr.

(signed) Mme Lesseps

(signed) C. R. Lesseps

(signed) G. Le Gardeur Jr.
Not. Pub.

AUGUSTE LESSEPS JR.
(Marital Status Not Shown)

TO

ALBERT E. LIVAUDAIS
(Marital Status Not Shown)

(Copied from Conveyance Record)

CREDIT SALE

GUSTAVE LE GARDEUR JR., N.P.

DATED: June 25, 1884

RECORDED: July 7, 1884

C.O.B. "16", FOLIO 138

M.O.B. "12", FOLIO 229

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: One lot of ground Situated in the Parish of St. Bernard in this State at about five miles below the City of New Orleans, on the left bank of the Mississippi River designated as lot No. One on a plan drawn on the 15th day of March 1832 by A. D'Hemecourt deputy Surveyor and deposited in the Office of Carlisle Pollock late a notary public in this City said lot measures in French Measure Two hundred and Eighty feet and six inches front on said River on a line A.B. from said River to the rear between straight lines closing at point D measuring 2676 feet on the upper line A D and 2748 feet 9 inches on the lower line bounded on the lower limit by the lot designated on the above mentioned plan by the No. 2 and on the upper limit by the property of Provost or his heirs together with all the buildings and improvements thereon and

ACQUISITION: being the same property acquired by the vendor herein by purchase from Mrs. Carmen Ribas, of lawful age wife separated in property of Auguste Lesseps by Act passed before the undersigned Notary on the 13th day of April 1875.

CONSIDERATION: TWENTY-FIVE HUNDRED DOLLARS ($2,500.00)

TERMS: $625.00 CASH, THREE NOTES FOR $625.00 EACH

DUE JUNE 25th, 1885, 1886, AND 1887, RESPECTIVELY.

REMARKS: The following inscription is marked across face of M.O.B. 12 folio 230:

Erased, cancelled and annulled Finally under authority of an act of cancellation dated September 24th, 1888 signed by E. A. Peyroux notary in New Orleans, now on file and of record in my office, Parish of St. Bernard Sept. 25th 1888.

(signed) J. R. Ducros
Clerk Ex Off Recorder

ALBERT E. LIVAUDAIS
(Marital Status not shown)

TO

OCTAVE TOCA
(Marital Status not shown)

(Copied from Conveyance Record)

CREDIT SALE

PAUL A. CONAND, NOTARY PUBLIC

DATED: June 26, 1885

RECORDED: December 28th, 1885

C.O.B. "16", FOLIO 303

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: One lot of ground situate in the Parish of St. Bernard in this State at about five miles below the City of New Orleans, on the left bank of the Mississippi River, designated at lot No. One on a plan drawn on the 15th day of March 1832 by J. A. D'Hemecourt deputy surveyor and deposited in the Office of Carlisle Pollock late a Notary Public in this City said lot measures in French Measure Two hundred and eighty feet and six inches front on said River on a line A B from said river to the rear between straight lines closing at point D.Measuring Two thousand six hundred and seventy six feet on the upper line A.D. and two thousand seven hundred and forty eight feet, nine inches on the lower line, bounded on the lower limit by the lot designated on the above mentioned plan by the Number two and on the upper limit by the property of Provost or his heirs together with all the buildings and improvements thereon and all the rights, ways, privileges and appurtenances thereto belonging.

ACQUISITION: Being the same property which the present vendor acquired by purchase from Auguste Lesseps Jr. as per act passed before Gustave Le Gardeur Jr. a notary public in New Orleans, on the 25th day of June 1884.

CONSIDERATION: TWENTY FIVE HUNDRED DOLLARS ($2500.00)

TERMS: $1250.00 CASH, TWO NOTES FOR $625.00 EACH, DUE June 25, 1886 and 1887.

MRS. ALICE CENAS
wife of
RENE TOUTANT BEAUREGARD

TO

NEW ORLEANS TERMINAL COMPANY

(Copies from Original Record in Notarial Archives, Orleans Parish)

CASH SALE

H. GENERES DUFOUR, NOTARY PUBLIC

DATED: November 28, 1904

RECORDED: January 25, 1905

C.O.B. "20", FOLIO 452

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain lot of ground situated in the Parish of St. Bernard in the State of Louisiana, about five miles below the City of New Orleans, on the left bank of the Mississippi River, designated as lot No. One on a plan drawn on the 15th day of March, 1832, by A. D'Hemicourt, Deputy Surveyor, and deposited in the Office of Carlisle Pollock, late a Notary in this city. Said lot measures in French measure Two hundred and eighty feet, six inches (280' 6") front on the Mississippi River, on a line A B drawn from said River to the rear between the straight line closing at the point D, measuring Two thousand six hundred and seventy-six feet on the upper line A D, and Two thousand seven hundred and forty-eight feet, nine inches (2748' 9") on the lower line, and bounded on the lower limit by the lot designated on the above mentioned plan by the No. 2, and on the upper limit by the property formerly belonging to the heirs of Provost,; together with all the buildings and improvements thereon and all the rights, ways, privileges, appurtenances, and advantages, including batture rights thereunto belonging or in any wise appertaining.

ACQUISITION: Being the same property acquired by the present vendor from Octave Toca by act before Notary, dated September 24th, 1888, recorded in the Parish of St. Bernard in Conveyance Book #17, folio #192.

CONSIDERATION: NINE THOUSAND FIVE HUNDRED DOLLARS ($9,500.00)

TERMS: CASH

REMARKS: The said Mrs. Alice Cenas, wife of Rene Toutant Beauregard, and her said husband, Rene Toutant Beauregard, do by these presents declare that the property sold is the separate paraphernal property of the said Mrs. Alice Cenas Beauregard acquired by her with her separate paraphernal funds.

(signed) Alice Cenas Beauregard

(signed) Rene Toutant Beauregard

(signed) Wm. Dufour

(signed) G. T. Beauregard

(signed) L. S. Berg

(signed) H. Generes Dufour
Notary Public

Registered Parish of St. Bernard

C.O.B. #20 Fo. #452

Jan. 27/05

OCTAVE TOCA

TO

MRS. ALICE CENAS, wife of
RENE TOUTANT BEAUREGARD

(COPIED FROM CONVEYANCE RECORD)

CREDIT SALE

E. A. PEYROUS, NOTARY PUBLIC

DATED: September 24, 1888

RECORDED: September 25, 1888

C.O.B. "17", FOLIO 192

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

DESCRIPTION: A certain lot or portion of ground together with all the buildings and improvements thereon and appurtenances thereof, rights, ways, privileges, servitudes and dependencies thereunto belonging or in any wise appertaining, situate in the Parish of St. Bernard in this State, at about five miles below the City of New Orleans on the left bank of the Mississippi River designated as lot No. 1 on a plan drawn on the 15th day of March 1832 by A. D'Hemecourt, deputy surveyor and deposited in the Office of Carlisle Pollock, late a Notary Public in this City, said lot measures in french measure 280 feet 6 inches front on said River, on a line A B; from said river to the rear between straight lines closing at point D measuring 2676 feet on the upper line A.D. and 2748 feet 9 inches on the lower line; bounded on the lower limit by the lot designated on the above mentioned plan by the No. 2 and on the upper limit by the property of Provost or his heirs.

ACQUISITION: Acquired by said present vendor from Albert E. Livaudais as per act of P. A. Conand, Notary in this City dated June 26th 1885 Registered in book 16 of Conveyances folio 303

CONSIDERATION: THREE THOUSAND DOLLARS ($3,000.00)

TERMS: $2,500.00 CASH, NOTE FOR $500.00 DUE SEPTEMBER 24TH, 1889.

CERTIFICATE

The foregoing Briefed Abstract of Title contains a complete and accurate abstract in brief of all of the records affecting the land described in the caption hereof to which we have been referred by the indices of the office of the Clerk of Court and Ex-Officio Recorder of Conveyances and Mortgages for the Parish of St. Bernard, State of Louisiana, from the Government Divestiture to date hereof.

This certificate as to General and Judicial Mortgages is limited to uncancelled mortgages against persons whose names are disclosed by this Abstract of Title as having an interest in the lands described herein within the last ten years; and does not cover search for liens or judgments of the Federal Courts unless

they are recorded in the Office of the Recorder of Mortgages for the Parish of St. Bernard.

In Witness Whereof this certificate is signed this 4th day of May 1948.

SCHOENBERGER ABSTRACT COMPANY

By (signed)
Sidney G. Schoenberger,
Abstractor.

CERTIFICATE

The Schoenberger Abstract Company certifies that Page 4a, which is an addition to the caption of this briefed abstract contains the correct description of the property and the title to said property which has been added on said page 4a is abstracted in brief in the foregoing abstract containing 149 pages numbered from 1 to 148 inclusive.

Signed this 29th day of June, 1948, at New Orleans, La.

SCHOENBERGER ABSTRACT COMPANY

BY: (Signed) Sidney G. Schoenberger

SUPPLEMENTAL ABSTRACT OF TITLE

ON THE PROPERTY OF

NEW ORLEANS TERMINAL COMPANY

PREPARED

FOR

WATTS K. LEVERICH

BY

SCHOENBERGER ABSTRACT COMPANY
NEW ORLEANS, LOUISIANA

C A P T I O N

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet distant southwardly (measured radially) from center line of Louisiana Southern Railway main track; and running thence South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distances of 69.95 feet, 1784.17 feet and 2389.05 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (measured at a right angle) from first mentioned course or the projection thereof; thence North 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from first mentioned course and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly

boundary of right of way of Louisiana Southern Railway; thence North 72° 40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main tract of said Louisiana Southern Railway, a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres; and being shown in red outline on blueprint of Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio, which is hereunto annexed and made a part hereof;

All that certain tract, piece or parcel of land situated in the Parish of St. Bernard, in the State of Louisiana, lying next west of Fazendeville Lane and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

Beginning at a point where the west property line of Fazendeville Land (thirty (30) feet in width) intersects the southerly boundary of right of way of Louisiana Southern Railway, said point being fifty (50) feet southwardly (measured at a right angle) from the center line of main track of said Louisiana Southern Railway; and running thence South 17° 33' West, along the

west property line of Fazendeville Lane (thirty (30) feet in width), a distance of two thousand nine hundred two and seventy-two hundredths (2902.72) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence Northwestwardly, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of four hundred thirty-seven and nineteen hundredths (437.19) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet east (measured at a right angle) of the easterly boundary of Chalmette National Historical Park or the same projected; thence North 25° 30' East, along a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from said easterly boundary of Chalmette National Historical Park as the same was located in February, 1948, and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with the southerly boundary of right of way of Louisiana Southern Railway; thence South 72° 40' East, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Railway, a distance of thirty-five and seven-tenths (35.7) feet, more or less, to the point or place of beginning; containing 15½ acres, more or less; and being shown (corners marked A-B-C-D-) on blueprint of said Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio.

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NEW ORLEANS TERMINAL COMPANY

TO

STATE PARKS COMMISSION OF LOUISIANA

(Copied from Original Record)

CASH SALE

DATED: March 14, 1949

RECORDED: March 14, 1949

C.O.B. "52", FOLIO 459

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

UNITED STATES OF AMERICA,

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this 14th day of March, in the year of Our Lord One Thousand Nine Hundred and Forty-Nine,

BEFORE ME,

W A T T S K. L E V E R I C H

a Notary Public duly commissioned and qualified, in and for the City of New Orleans, Parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED,

NEW ORLEANS TERMINAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Louisiana, herein appearing through W. T. Turner, its duly authorized Vice President, by virtue of resolutions adopted at a meeting of the Board of Directors of said Corporation in the City of New Olreans, Louisiana, on the 9th day of February, 1948, a

certified copy of which is hereto annexed,

WHO DECLARED that for the consideration hereinafter set forth, he does by these presents, and on behalf of said Vendor corporation, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which the said NEW ORLEANS TERMINAL COMPANY may have against all preceding owners and vendors, UNTO

THE STATE PARKS COMMISSION OF LOUISIANA, in the name of the State of Louisiana and for and on its behalf, herein represented by Ernest S. Clements, its duly appointed Commissioner and qualified Chairman, as authorized by a resolution of the State Parks Commission, a certified copy of which is annexed hereto and made a part hereof,

HERE PRESENT, and accepting and purchasing, in the name of the State of Louisiana and for and on its behalf, and its successors and assigns, and acknowledging due delivery and possession thereof,

ALL AND SINGULAR the following described property:

> All that certain tract, piece or parcel of land situate in the Parish of St. Bernard, in the State of Louisiana, and lying east of and contiguous to property of the United States of America known as Chalmette National Historical Park and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet distant southwardly (measured radially) from center line of Louisiana Southern Railway main track; and running then South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distance of 69.95 feet, 1784.17 feet and 2389.09 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (measured at a right angle) from first mentioned course or the projection thereof; thence North 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from first mentioned course and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly boundary of right of way of Louisiana Southern Railway; thence North 72° 40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Louisiana Southern Railway, a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence

along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres; and being shown in red outline on blue-print of Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MN&S of New Orleans Terminal Company at Cincinnati, Ohio, which is hereunto annexed and made a part hereof;

Title to said tract or parcel of land having been acquired by New Orleans Terminal Company (a) from Mrs. Alice Cenas, wife of Rene Toutant Beauregard, by Act of Sale passed before M. Generes Dufour, a Notary Public for the Parish of Orleans on the 28th day of November, 1904, recorded in the Parish of St. Bernard in C. O. B. 20, folio 452; (b) from Rene Toutant Beauregard by Act of Sale passed before H. Generes Dufour, Notary Public for the Parish of Orleans on the 28th day of November, 1904, recorded in the Parish of St. Bernard in C. O. B. 20, folio 451; and (c) from Lafayette Jacks and Mrs. Anna Jacks McMillan by Act of Sale passed before H. Generes Dufour, Notary Public for the Parish of Orleans, on the 7th day of December, 1903, recorded in St. Bernard Parish in C. O. B. 20, folio 241.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, STATE PARKS COMMISSION OF LOUISIANA, and its successors and assigns, forever.

THIS SALE is made and accepted for and in consideration of the price or sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) cash, which the Purchaser has well and truly paid, in ready and current money, to the said Vendor, who hereby acknowledges the receipt thereof, and grants full acquittance and discharge therefor.

ALL State and Parish taxes, including the taxes due and exigible for the year 1948 are paid, as appears from the certificate of proper State and City officers hereto annexed. Taxes on the property hereby sold for the year 1948 are to be prorated between Vendor and Purchaser as of the date of passage of this Act of Sale.

By reference to the Certificate of the Clerk of the United States District Court for the Eastern District of Louisiana, hereto annexed, it appears that there are no unsatisfied judgments against the Vendor either in the United States District Court or in the late United States Circuit Court for the Eastern District of Louisiana.

By reference to the certificate of the Register of Conveyances and Recorder of Mortgages in and for the Parish of St. Bernard, it does not appear that the said property has heretofore

been alienated by the Vendor, or that it is subject to any encumbrance whatever, EXCEPT the Mortgage granted by New Orleans Terminal Company in favor of the Standard Trust Company of New York (now Guaranty Trust Company of New York), Trustee, dated July 1, 1903, registered in the Parish of St. Bernard, in Book 16, folio 294, on the 26th day of December, 1903, and First Supplement to said First Mortgage dated June 14, 1909, registered in said Parish in Book 17, folio 216, on the 25th day of July, 1909, to secure bonds issued and to be issued in a sum not exceeding Fifteen Million Dollars ($15,000,000.00).

AND said W. T. TURNER, on behalf of said Vendor Corporation, in consideration of said purchase price hereinbefore stated, does further, by these presents, give and grant unto said STATE PARKS COMMISSION OF LOUISIANA the right or option, limited to expire on the 1st day of February, 1951, to purchase at and for the price or sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750.00) per acre the land and property described as follows:

> ALL that certain tract, piece or parcel of land situate in the Parish of St. Bernard, in the State of Louisiana, lying next west of Fazendevile Land and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:
>
> BEGINNING at a point where the west property line of Fazendeville Lane (thirty (30) feet in width) intersects the southerly boundary of right of way of Louisiana Southern Railway, said point being fifty (50) feet southwardly (measured at a right angle) from the center

line of main track of said Louisiana Southern Railway; and running thence South 17° 33' West, along the west property line of Fazendeville Lane (thirty (30) feet in width), a distance of two thousand nine hundred two and seventy-two hundredths (2902.72) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence Northwestwardly, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of four hundred thirty-seven and nineteen hundredths (437.19) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet east (measured at a right angle) of the easterly boundary of Chalmette National Historical Park or the same projected; thence North 25° 30' East, along a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant westwardly (measured at right angles) from said easterly boundary of Chalmette National Historical Park as the same was located in February, 1948, and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with the southerly boundary of right of way of Louisiana Southern Railway; thence South 72° 40' East, along said southerly boundary of right of way of Louisiana Southern Railway; parallel to and fifty (50) feet distant southwardly from center line of main track of said Railway, a distance of thirty-five and seven-tenths (35.7) feet, more or less, to the point or place of beginning; containing 15½ acres, more or less; and being shown (corners marked A-B-C-D) on blueprint of said Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio.

AND NOW TO THESE PRESENTS PERSONALLY CAME AND APPEARED

ALSO:

L. V. De GRUY, herein intervening as the Agent of GUARANTY TRUST COMPANY OF NEW YORK (successor to the said The Standard Trust Company of New York, as Trustee under the said First Mortgage of New Orleans Terminal Company to The Standard Trust Company of New York Trustee, dated July 1, 1903, and under the First Supplement thereto dated June 14, 1909, by virtue of a Power of Attorney, dated at New York, N. Y., on the 22nd day of April, 1948, and acknowledged on that date before Wm. J. Burnham, a Notary Public for the County of New York, in the State of New York, and hereunto annexed,

WHO DECLARES that, in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) paid to said New Orleans Terminal Company by the said Purchaser hereinbefore named, and to be applied by the said New Orleans Terminal Company in accordance with the provisions of the said First Mortgage, he, the said appearer, on behalf of the said GUARANTY TRUST COMPANY OF NEW YORK, Trustee, as aforesaid, does by these presents release from the lien and operation of the said First Mortgage of New Orleans Terminal Company to the said The Standard Trust Company of New York, Trustee, dated July 1, 1903, and registered in the Mortgage Office of the Parish of St. Bernard, in Book No. 16, at folio 294, and from the lien and operation of the said First Supplement thereto dated June 14, 1909, and registered in the said Mortgage Office of the

Parish of St. Bernard in Book No. 17 at folio 216, ALL AND SINGULAR the property first hereinbefore described (36-4/11 acre tract) AND NO OTHER.

AND the said appearer, in his capacity as the authorized Agent of said Guaranty Trust Company of New York, Trustee, does hereby authorize and require the Recorder of Mortgages for the Parish of St. Bernard to cancel and erase from the books and records of his office the said First Mortgage of July 1, 1903, and said First Supplement thereto of June 14, 1909, in so far as the said Mortgage and Supplement affect and operate upon the property first hereinbefore described (36-4/11 acre tract) and NO FURTHER.

THUS DONE AND PASSED, IN DUPLICATE, IN MY OFFICE, in New Orleans, Louisiana, on the day, month and year first above written, in the presence of N. Dillon and William W. Wells, competent witnesses, who have signed these presents, together with the said appearers, and me, Notary, after due reading of the whole.

L. S. NEW ORLEANS TERMINAL COMPANY

ATTEST: By (signed) W. T. Turner

Vice President

(Signed) H. A. Marioneaux

Assistant Secretary (Corporate Seal)

WITNESSES:

(signed) M. Dillon (signed) L. V. DeGruy

(signed) William W. Wells Agent of Guaranty Trust Company of New York, Trustee.

STATE PARKS COMMISSION OF

LOUISIANA

By (signed) Ernest S. Clements

Chairman

(signed) Watts K. Leverich (SEAL)

Notary Public

(SEAL)

Excerpt from minutes of the Board of Directors of New Orleans Terminal Company held, pursuant to due notice, at the office of the company, Terminal Station, New Orleans, Louisiana, on Monday, February 9, 1948, at which meeting a quorum of the Board was present and voted:

RESOLVED, That the President or any Vice President of this Company be, and hereby he is, authorized to negotiate for the sale of, and to sell, as an entirety or in parcels, the following described land and property of the Company which is not now and will not in the future be needed by the Company for the purposes of its business, at and for such price or prices as may in the judgment of such officer represent the full and fair value of the property and to such purchaser or purchasers and upon such terms as may be agreed to or approved by such officer, said property being described as follows:

> ALL tract or portion of ground situate at or near Fort Chalmette, in the Parish of St. Bernard and State of Louisiana, bounded on the north by the right of way of the Louisiana Southern Railroad, on the east by the United States National Cemetery, on the south by the Mississippi River and on the west by the Chalmette Monument property, containing 98 acres, more or less, together with any improvements thereon;

RESOLVED, that the officers of this Company be, and

hereby they are, authorized to make application to Guaranty Trust Company of New York, now Trustee, under the First Mortgage of New Orleans Terminal Company dated July 1, 1903, which is a lien upon said land, for the release of said property or any portion thereof so sold or contracted to be sold from the lien of said mortgage; and said Trustee is hereby requested to release said land and premises from the lien of said mortgage;

RESOLVED, that the proceeds of any such sale or sales, less the expense thereof, when received by the Terminal Company, shall be by it set apart and applied, with the approval of said Trustee, to the purchase of United States Government Bonds, to be deposited with said Trustee, or otherwise in accordance with the provisions of said mortgage;

RESOLVED, that any sale or sales so made are hereby approved and confirmed, and the officers of this Company are hereby authorized to make and execute all such acts of sale, deeds, papers or instruments of writing, and to take all such steps and proceedings, as may be necessary to give effect to the foregoing resolutions.

I, J. J. Maher, Secretary of New Orleans Terminal Company, hereby certify that the foregoing resolutions

were adopted by the votes of all of the Directors present at the meeting of the Board of Directors of New Orleans Terminal Company held in New Orleans, Louisiana, on February 9, 1948, such Directors constituting a quorum of the entire Board.

(signed) J. J. Maher

Secretary

NEW ORLEANS TERMINAL COMPANY

(Corporate Seal)

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE STATE PARKS COMMISSION, HELD IN BATON ROUGE, FEBRUARY 10, 1949

* * * * * *

"Miss Grace therefore made a motion to adopt the following resolution. It was seconded by Mr. Leveson, put to a vote and unanimously carried.

RESOLUTION

"WHEREAS the State Parks Commission was authorized and directed by Act No. 138 of the Regular Session of the Louisiana Legislature of 1946 to purchase additional lands, situated in St. Bernard Parish, on which was located the line of defense of General Andrew Jackson in the Battle of New Orleans, and such adjacent lands thereto as may be needed for the enlargement of the Chalmette National Historical Park, and

"WHEREAS the Special Committee, composed of General L. Kemper Williams, General Raymond H. Fleming, Arthur de al Houssaye, Dr. J. C. Menendez and C. L. Stiffell, appointed by the Governor to assist the State Parks Commission in acquiring the land, recommended that an offer to purchase thirty-six acres at the price of $2,750.00 per acre be made to the owners, the Southern Railway

System, and

"WHEREAS the offer was based on an official appraisal made by Mr. Poche Waguespack, Mr. George Danzieger and Mr. Joseph Blum, representing the Real Estate Board of New Orleans, and

"WHEREAS the Southern Railway System acting through their agent Mr. W. T. Turner, Vice President of the New Orleans Terminal Company, has accepted the offer,

"THEREFORE BE IT RESOLVED that the State Parks Commission authorizes and directs Mr. Ernest S. Clements, Chairman of the State Parks Commission, to accept title of the property for the State Parks Commission in the name of the State of Louisiana and for and on its behalf.

"BE IT FURTHER RESOLVED THAT the State Parks Commission pay to the vendor the amount of $100,000.00 as the purchase price of thirty-six and four-elevenths acres.

"BE IT FURTHER RESOLVED that the title to the property and the legality of the action be approved by the Attorney General of Louisiana before title is taken by the State Parks Commission."

I hereby certify that the above resolution is a true and correct excerpt from the minutes of

the State Parks Commission meeting held in Baton Rouge, February 10, 1949.

(signed) William W. Wells

William W. Wells, Assistant Director State Parks Commission.

(Corporate Seal)

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Guaranty Trust Company of New York, as Trustee under the First Mortgage of New Orleans Terminal Company to The Standard Trust Company of New York (thereafter merged pursuant to the laws of the State of New York with said Guaranty Trust Company of New York), Trustee, dated July 1, 1903, has been duly requested, in writing, in pursuance of the provisions of Article Four of said First Mortgage, to release from the lien and operation of said First Mortgage, and of the First Supplement thereto dated July 14, 1909, the property hereinafter particularly described, and to that end to join with New Orleans Terminal Company, in the execution of an Act of Sale and Conveyance by said New Orleans Terminal Company to State Parks Commission of Louisiana (hereinafter referred to as Purchaser) of said property which New Orleans Terminal Company has contracted to sell to said Purchaser: to wit,

> ALL that certain tract, piece or parcel of land situate in the Parish of St. Bernard, in the State of Louisiana, and lying east of an contiguous to property of the United States of America known as Chalmette National Historical Park and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the Northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet distant southwardly (measured radially) from center line of Louisiana Southern Railway main track; and running thence South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distances of 69.95 feet, 1784.17 feet and 2389.05 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (measured at a right angle) from first mentioned course or the projection thereof; thence north 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from first mentioned course or the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly boundary of right of way of Louisiana Southern Railway; thence North 72° 40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Louisiana Southern Railway,

a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres;

and

WHEREAS, the sale by the said New Orleans Terminal Company of the said above described property, and application to the said Trustee under said First Mortgage and said First Supplement thereto, for the release thereof from the lien and operation of the said First Mortgage and First Supplement, have been authorized and approved by a resolution of the Board of Directors of New Orleans Terminal Company, at a meeting duly called and held in the City of New Orleans, Louisiana, on the 9th day of February, 1948, a certified minute of which is on file in the archives of the Guaranty Trust Company of New York, Trustee, in the City of New York, N. Y., and the provisions of Article Four of said First Mortgage have been complied with; in consideration whereof said Trustee has agreed to join in said sale and release; and

WHEREAS, it is necessary that an agent of Guaranty Trust Company of New York, Trustee, as aforesaid, do appear in New Orleans, Louisiana, in its behalf, and intervene in the Notarial

Act of Sale and Conveyance by New Orleans Terminal Company to the said above named Purchaser of the above described property, for the purpose of joining with the said Terminal Company in the said sale, and releasing the said property from the lien and operation of the said First Mortgage of July 1, 1903, and the said First Supplement thereto of June 14, 1909, in order that good title may be passed to the said Purchaser;

NOW, THEREFORE, in consideration of the premises, the said GUARANTY TRUST COMPANY OF NEW YORK, through its undersigned duly authorized officers, does hereby nominate, constitute and appoint L. V. DE Gruy of New Orleans, Louisiana, its agent, and does hereby authorize, empower and direct him to carry out the said agreement of Guaranty Trust Company of New York, Trustee, to intervene in the Notarial Act of Sale and Conveyance from the said New Orleans Terminal Company to the said above described Purchaser, and to join in the said conveyance by the execution, on behalf of the said Guaranty Trust Company of New York, Trustee, of the said instrument, and to release from the lien and operation of the said First Mortgage of July 1, 1903, and the said First Supplement thereto of June 14, 1909, and of the bonds issued and to be issued thereunder, the property hereinbefore particularly described, BUT NO OTHER, and to specifically authorize the cancellation of the said First Mortgage of July 1, 1903, and of the said First Supplement thereto of June 14, 1909, from the books of the Mortgage Office of St. Bernard Parish, Louisiana,

particularly Book 16, folio 294 and Book 17, folio 216, in so far as the said First Mortgage and said First Supplement affect the above described property BUT NO FURTHER.

IN WITNESS WHEREOF, the said Guaranty Trust Company of New York, Trustee, has caused these presents to be subscribed, and its corporate seal to be hereunto affixed and attested, by its proper officers thereunto duly authorized, at the City of New York, N. Y., this 22nd day of April, 1948.

GUARANTY TRUST COMPANY OF
NEW YORK, TRUSTEE,
By (signed) Arthur E. Burke
Vice President.

L. S.

ATTEST:

(signed) J. C. Buttery
Assistant Secretary (Corporate Seal)

WITNESSES:

(signed) C. T. Beattie

(signed) H. Gould.

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK.)

Before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally came and appeared ARTHUR E. BURKE AND J. C. BUTTERY, to me well known and known to me to be respectively the Vice President and Assistant Secretary of Guaranty Trust Company of New York, Trustee, who signed the foregoing document in my presence, and in the presence of the subscribing witnesses, affixing thereto the signature, Guaranty Trust Company of New York, Trustee, by ARTHUR E. BURKE, Vice President and J. C. BUTTERY, Assistant Secretary, and who thereupon acknowledged, under oath, in my presence, and in the presence of the said witnesses, that they had signed the same as their free act and deed, for the objects and purposes therein set forth.

IN TESTIMONY WHEREOF, they have hereunto subscribed their names, together with me, Notary, and the same two subscribing witnesses, this 22nd day of April, 1948.

(signed) Arthur E. Burke

(signed) J. C. Buttery

WITNESSES:

(signed) C. T. Beattie

(signed) H. Gould

(Signed) Wm. J. Burnham

Notary Public (SEAL)

(SEAL)

Wm. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950.

Parish of St. Bernard

I, the undersigned Clerk of Court and Ex-Officio Recorder of Mortgages and Register of Conveyances in and for this Parish and State, do hereby certify that I have on this 14th day of March, 1949, duly recorded, Conveyance Office Book No. 52, Folio 459, of this Parish, the sale by New Orleans Terminal Company to State Parks Commission of Louisiana.

As per act executed before Watts K. Leverich, a Notary Public for the Parish of Orleans, on the 14th day of March 1949.

Given under my hand and seal of office at St. Bernard, Louisiana, this 14th day of March, 1949.

(signed) Mary N. Simon
Dy. Clerk of Court and Ex-
Officio Recorder

CERTIFICATE

SCHOENBERGER ABSTRACT COMPANY, certifies that the foregoing Supplemental Abstract of Title consisting of 30 pages is a true and correct abstract of all of the instruments, documents, or other papers affecting the title to the property described in the caption hereof to which we have been referred by the Conveyance, Mortgage and Suit Indices of the Office of the Clerk of Court in the Parish of St. Bernard, State of Louisiana, from May 4, 1948 to date of this certificate.

This certificate does not cover any judgments of the Federal Courts unless they are recorded in the Office of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Bernard, State of Louisiana.

WITNESS OUR HAND at New Orleans, Louisiana, this 4th day of April, 1949.

SCHOENBERGER ABSTRACT COMPANY

BY (Sgd.) Sidney C. Schoenberger

SIDNEY C. SCHOENBERGER
Abstracter

SUPPLEMENTAL ABSTRACT OF TITLE

ON THE PROPERTY OF

STATE PARKS COMMISSION OF LOUISIANA

ST. BERNARD PARISH, LOUISIANA

PREPARED

FOR

STATE PARKS COMMISSION OF LOUISIANA

BY

SCHOENBERGER ABSTRACT COMPANY
NEW ORLEANS, LOUISIANA

C A P T I O N

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet distant southwardly (measured radially) from center line of Louisiana Southern Railway main track; and running thence South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distances of 69.95 feet, 1784.17 feet and 2389.05 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to apoint in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (measured at a right angle) from first mentioned course on the projection thereof; thence north 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from first mentioned course and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly

boundary of right of way of Louisiana Southern Railway; thence North 72° 40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main tract of said Louisiana Southern Railway, a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres; and being shown in red outline on blueprint of Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio, which is hereunto annexed and made a part hereof;

All that certain tract, piece or parcel of land situated in the Parish of St. Bernard, in the State of Louisiana, lying next west of Fazendeville Land and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

Beginning at a point where the west property line of Fazendeville Land (thirty (30) feet in width) intersects the southerly boundary of right of way of Louisiana Southern Railway, said point being fifty (50) feet southwardly (measured at a right angle) from the center line of main tract of said Louisiana Southern Railway; and running thence South 17° 33' West, along the

west property line of Fazendeville Lane (thirty (30) feet in width), a distance of two thousand nine hundred two and seventy-two hundredths (2902.72) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence Northwesterly, along said mean low water contour on the left (or north) descending bank of the Mississippi River, a distance of four hundred thirty-seven and nineteen hundredths (437.19) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet east (measured at a right angle) of the easterly boundary of Chalmette National Historical Park or the same projected; thence North 25° 30' East, along a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distant eastwardly (measured at right angles) from said easterly boundary of Chalmette National Historical Park as the same was located in February, 1948, and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with the southerly boundary of right of way of Louisiana Southern Railway; thence South 72° 40' East, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Railway, a distance of thirty-five and seven-tenths (35.7) feet, more or less, to the point or place of beginning; containing 15½ acres, more or less; and being shown (corners marked A-B-C-D-) on blueprint of said Drawing No. 25292, dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio.

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STATE PARKS COMMISSION
OF LOUISIANA

TO

UNITED STATES OF AMERICA

(Copied from Original Record)

SALE

P. M. FLANAGAN, N. P.

DATED: November 28, 1949

RECORDED:

C.O.B.

PARISH OF ST. BERNARD

STATE OF LOUISIANA

* * * * *

UNITED STATES OF AMERICA)
)
STATE OF LOUISIANA)
)
PARISH OF)

BE IT KNOWN that on this 28th day of November, in the year of Our Lord, One Thousand Nine Hundred and Forty-nine,

BEFORE ME,

P. M. FLANAGAN

A Notary Public duly commissioned and qualified, in and for the Parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED,

STATE PARKS COMMISSION OF LOUISIANA, in the name of the State of Louisiana and for and on its behalf, herein represented by Ernest S. Clements, its duly appointed Commissioner and qualified Chairman, as authorized by a resolution of the State Parks Commission, a certified copy of which is annexed hereto and made

a part hereof, and at the direction of Earl K. Long, Governor of the State of Louisiana,

WHO DECLARED that for the consideration hereinafter set forth, it does by these presents grant, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which the said STATE PARKS COMMISSION OF LOUISIANA may have against all preceding owners and vendors, UNTO

UNITED STATES OF AMERICA, appearing herein through the Secretary of the Interior, all as provided by Public Law #368 - 76th Congress, approved August 10, 1939

HERE PRESENT, and accepting in behalf of the United States of America, and acknowledging delivery and possession thereof,

ALL AND SINGULAR the following described property:

ALL that certain tract, piece or parcel of land situated in the Parish of St. Bernard, in the State of Louisiana, and lying east of and contiguous to property of the United States of America known as Chalmette National Historical Park and extending from the southerly boundary of right of way of Louisiana Southern Railway to the Mississippi River, more particularly described as follows:

BEGINNING at a point in the southerly boundary of right of way of Louisiana Southern Railway which is the northeast corner of said property of the United States of America known as Chalmette National Historical Park and the northwest corner of property of New Orleans Terminal Company, said point being fifty (50) feet

distant southwardly (measured radically) from center line of Louisiana Southern Railway main track; and running thence South 25° 30' West, along easterly boundary of said Chalmette National Historical Park (passing through concrete monuments at distances of 69.95 feet, 1784.17 feet and 2389.05 feet from beginning point), a total distance of two thousand seven hundred thirty-six and four tenths (2736.4) feet, more or less, to a point in the mean low water contour on the left (or north) descending bank of the Mississippi River as located in February, 1948; thence South 60° 52' East, along said mean low water contour on the (or north) descending bank of the Mississippi River, a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet, more or less, to intersection with a line running parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet eastwardly (Measured at a right angle) from first mentioned course or the projection thereof; thence North 25° 30' East, parallel to and five hundred sixty-six and eighty-three hundredths (566.83) feet distand eastwardly (measured at right angles) from first mentioned course and the projection thereof, a distance of two thousand eight hundred fifty-three and thirteen hundredths (2853.13) feet, more or less, to intersection with said southerly boundary of right of way of Louisiana Southern Railway; thence North 72°40' West, along said southerly boundary of right of way of Louisiana Southern Railway, parallel to and fifty (50) feet distant southwardly from center line of main track of said Louisiana Southern Railway, a distance of five hundred twenty-three and ninety-nine hundredths (523.99) feet to point of curve; thence along a line curving to the right having a radius of one thousand nine hundred sixty and eight hundredths (1960.08) feet and being subtended by a chord bearing North 71° 57½' West and having a length of forty-eight and fifty-seven hundredths (48.57) feet, a distance of forty-eight and sixty-five hundredths (48.65) feet, more or less, to the point or place of beginning; containing 36-4/11 acres; and being shown in red outline on blue-print of Drawing No. 25292,

dated March 3, 1948, prepared in the office of Chief Engineer MW&S of New Orleans Terminal Company at Cincinnati, Ohio, which is hereunto annexed and made a part hereof;

Title to said tract or parcel of land having been acquired by New Orleans Terminal Company (a) from Mrs. Alice Cenas, wife of Rene Toutant Beauregard, by Act of Sale passed before H. Generes Dufour, a Notary Public for the Parish of Orleans on the 28th day of November, 1904, recorded in the Parish of St. Bernard in C.O.B. 20, folio 452; (2) from Rene Toutant Beauregard by Act of Sale passed before H. Generes Dufour, Notary Public for the Parish of Orleans on the 28th day of November, 1904, recorded in the Parish of St. Bernard in C.O.B. 20, folio 451; and (c) from Lafayette Jacks and Mrs. Anna Jacks McMillan by Act of Sale passed before H. Generes Dufour, Notary Public for the Parish of Orleans, on the 7th day of December 1903, recorded in St. Bernard Parish in C.O.B. 20, folio 241. Title of said tract or parcel of land having been acquired by the State Parks Commission of Louisiana from the New Orleans Terminal Company by Act of Sale passed before Watts K. Leverich, a Notary Public for the Parish of Orleans on the 14th day of March 1949, recorded in the Parish of St. Bernard in C.O.B. 52, folio 459.

TO HAVE AND TO HOLD THE above described property unto the said UNITED STATES OF AMERICA.

THIS TRANSFER is made pursuant to authorization contained in Act 138 of the Legislature of Louisiana for the year 1946, and said public law #368 - 76th Congress, approved August 10, 1939, which provides for the establishment of Chalmette National Historical Park in the State of Louisiana and for the vesting of title in the United States of America of the above described lands, the condition being that the National Park Service of the

Department of the Interior, on recommendation of the State Parks Commission of Louisiana, will properly develop and enhance this important battle field, and in order to insure the establishment of a National Historical Park by the Federal Government on the said lands.

THUS DONE AND PASSED, IN DUPLICATE, IN MY OFFICE at New Orleans, Louisiana, on the day, month and year first above written in the presence of Magda M. Cire and Doris Page, competent witnesses, who have signed these presents, together with the said appearers, and me, Notary, after due reading of the whole.

STATE PARKS COMMISSION OF LOUISIANA

WITNESSES:

By (Signed) ERNEST S. CLEMENTS

(Signed) Magda M. Cire

(Signed) EARL K. LONG

(Signed) Doris Page

Governor of Louisiana

(Signed) P. M. FLANAGAN

NOTARY PUBLIC

I hereby certify that Ernest S. Clements is the duly appointed Commissioner and qualified Chairman of the State Parks Commission of Louisiana and that his signature to the within and foregoing instrument is true and genuine, and duly authorized by resolution of the State Parks Commission of Louisiana, a certified copy of which is annexed to said instrument.

(Signed) WILLIAM W. WELLS

Assistant Director and Secretary

State Parks Commission of
Louisiana

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE STATE PARKS COMMISSION, HELD IN BATON ROUGE, FEBRUARY 10, 1949

"Miss Grace therefore made a motion to adopt the following resolution. It was seconded by Mr. Leveson, put to a vote and unanimously carried.

RESOLUTION

"WHEREAS the State Parks Commission was authorized and directed by Act No. 138 of the Regular Session of the Louisiana Legislature of 1946 to purchase additional lands, situated in St. Bernard Parish, on which was located the line of defense of General Andrew Jackson in the Battle of New Orleans, and such adjacent lands thereto as may be needed for the enlargement of the Chalmette National Historical Park, and

"WHEREAS the Special Committee, composed of General L. Kemper Williams, General Raymond H. Fleming, Arthur de la Houssaye, Dr. J. C. Menendez and C. L. Stiffell, appointed by the Governor to assist the State Parks Commission in acquiring the land, recommended that an offer to purchase thirty-six acres at the price of $2,750.00 per acre be made to the owners, the Southern Railway System, and

"WHEREAS the offer was based on an official appraisal made by Mr. Poche Waguespack, Mr. George Danzieger and Mr. Joseph Blum, representing the Real Estate Board of New Orleans, and

"WHEREAS the Southern Railway System acting through their agent Mr. W. T. Turner, Vice President of the New Orleans Terminal Company, has accepted the offer,

THEREFORE BE IT RESOLVED that the State Parks Commission authorizes and directs Mr. Ernest S. Clements, Chairman of the State Parks Commission, to accept title of the property for the State Parks Commission in the name of the State of Louisiana and for and on its behalf.

"BE IT FURTHER RESOLVED THAT the State Parks Commission pay to the vendor the amount of $100,000.00 as the purchase price of thirty-six and four-elevenths acres.

"BE IT FURTHER RESOLVED THAT the title to the property and the legality of the action be approved by the Attorney General of Louisiana before title is taken by the State Parks Commission."

I hereby certify that the above
resolution is a true and correct
excèppt from the minutes of the
State Parks Commission meeting
held in Baton Rouge, February 10, 1949.

/s/ WILLIAM W. WELLS

William W. Wells, Assistant Director

State Parks Commission

 (SEAL)

ABSTRACTER'S NOTE

The foregoing Act has been found in the office of the Clerk of Court and Recorder for the Parish of St. Bernard but it has never been recorded and there is no notation on the face of the instrument as to what date it was filed for recordation, however, on the face of the envelope from P. M. Flanagan, Attorney-at-Law, addressed to Mr. Anthony B. Munez, Clerk of Court, in which said document was enclosed there was a typewritten statement "Paid $2.50 Rec 12-5-49"

16 v 17

C. F. ROWLEY
Sheriff and Ex-Officio Tax Collector
PARISH OF ST. BERNARD
CHALMETTE, LA.

This is to certify that all taxes due and exigible up to and including the year 1948 have been paid on property assessed in the name of New Orleans Terminal Co. on the 1948 rolls of the Parish of St. Bernard viz:

H.T. Beauregard tract meas. 3 arpts. front on Public road depth of 900 ft. to River

H.T. & R.T. Beauregard Tract; from Public Road to River

Capt. Jack (Mrs. Anne McMillan) tract. 3 arpents front depth of 2600 ft. towards the River.

C. F. Rowley-Sheriff & Ex-Officio Tax Collector

By (Signed) D. S. Harris
Clerk & Deputy

BY (Signed) Sidney C. Schoenberger
SIDNEY C. SCHOENBERGER
Abstractor

CERTIFICATE

SCHOENBERGER ABSTRACT COMPANY, certifies that the foregoing Supplemental Abstract of Title consisting of 17 pages is a true and correct abstract of all of the instruments, documents, or other papers affecting the title to the property described in the caption thereof to which we have been referred by the Conveyance, Mortgage and Suit Indices of the Office of the Clerk of Court in the Parish of St. Bernard, State of Louisiana, from April 4, 1949 to date of this certificate.

This certificate does not cover any judgments of the Federal Courts unless they are recorded in the Office of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Bernard, State of Louisiana.

WITNESS OUR HAND at New Orleans, Louisiana, this 12th day of December, 1949.

SCHOENBERGER ABSTRACT COMPANY

BY (Signed) Sidney C. Schoenberger
SIDNEY C. SCHOENBERGER
Abstractor