Eulalie de Mandeville: An Ethnohistorical Investigation Challenging Notions of Placage in New Orleans as revealed through The Lived Experiences of a Free Woman of Color

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Eulalie de Mandeville:
An Ethnohistorical Investigation Challenging Notions of Plaçage in New Orleans
as revealed through
The Lived Experiences of a Free Woman of Color

A Thesis

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by

Penny Johnson-Ward
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Abstract
This ethnohistorical work investigates *plaçage* through the case of Eulalie de Mandeville, a free woman of color and both the daughter of Pierre de Marigny de Mandeville, one of the largest land owners in New Orleans, and the sister of Bernard Marigny, land owner and founder of the Faubourg Marigny, a historic neighborhood in New Orleans. Eulalie’s connection to the de Marigny de Mandeville family led to gifts of money and real estate from Pierre, Bernard, and her grandmother, Madame de Mandeville. She used these gifts to not only secure financing for a successful retail business, but also to finance her *plaçage* partner’s loan brokerage business and to become one of the wealthiest women in New Orleans. Eulalie’s case helps create a context for the free woman of color that challenges the images presented in much of the literature to date, bringing her down from the heights of romanticism into the realm of reality. This is her story.

Keywords: Southeastern United States, Entrepreneur, Louisiana
INTRODUCTION

This ethnohistorical work is formulated around the 1846 court case, *Nicolas Theodore Macarty v. Eulalie de Mandeville*. The defendant in the case, Eulalie de Mandeville, was a free woman of color and a member of the de Marigny de Mandeville family, one of the wealthiest families in New Orleans. According to the case summary found in the Brief for Defendant (see Appendix F, 1848:87–100), Eulalie was a mother, successful merchant, respected member of the Creole of color community, and the *plaçage* partner of Eugene Macarty, the brother of the plaintiff Nicolas Macarty. In early Louisiana history, *plaçage* “meaning to place”, was a domestic relationship between white male and a woman of color.

Although historian Caryn Cossé Bell describes the practice of *Plaçage* as “institutionalized concubinage” (1997:112), I argue that in Eulalie’s case, *plaçage* refers to her marriage to Eugene and the life they shared together. This contradicts Bell’s description of an institution that victimized the woman of color and left her financial security at the mercy of her white lover. In Eulalie’s case, her romantic partnership with Eugene included a business relationship in which they both benefited financially. Eulalie and Eugene’s *plaçage* partnership lasted for fifty years (see Brief for Defendant, 1848:87; Appendix F). By the time it was over, due to Eulalie’s financial savvy and her connection to the de Marigny de Mandeville family, she had become one of the wealthiest women of color in New Orleans.

This thesis examines the *plaçage* partnership through the lived experiences of Eulalie de Mandeville. This work investigates the *plaçage* relationship as a partnership and emphasizes the mutual benefits and reciprocities enjoyed by Eulalie and her *plaçage* partner Eugene Macarty. It focuses on two fundamental components of the partnership: financial support, including property ownership; and community and kinship involvement, particularly, the relationship between
Eulalie and her white relatives. Eulalie’s story exposes another layer in the complex history of New Orleans by offering insight into the character and lived experiences of a free Creole woman of color whose life both confirms and contradicts much of what is written about free women of color today.

RESEARCH METHODS

In this ethnohistorical investigation, I have analyzed documents from the 1846 court case, *Nicolas Theodore Macarty v. Eulalie de Mandeville* (see appendices A through F), Eulalie de Mandeville’s death records and the sacramental records of her children. I also analyzed notarized acts of sale by Eulalie de Mandeville and Eugene Macarty and the succession records of Eugene Macarty.

The case of *Nicolas Theodore Macarty v Eulalie de Mandeville* provides the foundational source for my research. I received a copy of the case from the University of New Orleans Earl K. Long Library Special Collections.¹ The case involves the defendant, Eulalie de Mandeville, a free woman of color, and the plaintiff, Nicolas Macarty, the brother of Eulalie’s *plaçage* partner Eugene Macarty. On September 19, 1846, eleven months after the death of Eugene Macarty, Nicolas filed suit against Eulalie de Mandeville for the assets she and Eugene had accumulated over their fifty-year relationship. He argued that Eulalie “was entirely destitute of any means” (Petition of Plaintiffs, 1846:50–59; Appendix A) before she became the *plaçage* partner of Eugene Macarty and that the large fortune in Eulalie’s possession really belonged to the deceased Eugene Macarty and, therefore, to the Macarty family (Brief of the Defendant, Eulalie de Mandeville, 1848:87; Appendix F). This court document offers support for my investigation. The character witness testimony for the defendant, Eulalie de Mandeville, are
particularly, useful for supporting my argument that Eulalie’s lived experiences broaden the
dominant discussion of the Creole community in New Orleans and the institution of *plaçage* that
appear in the literature. I focused on testimony from Eulalie de Mandeville’s brother Bernard
Marigny (Appendix B), family friend L. Sejour and Joseph Black (Appendix C) and Eulalie’s uncle, by marriage, Enoul Livaudais (Appendix D). The document also included the “Plaintiff
Petition” and the “Supreme Court Brief for the Defendant” (Appendices A and F). I used the
brief as a summary of the court case and as a reference for witness testimony. The Plaintiff
Petition, filed by Nicolas Macarty and over ten family members, provided a detailed record of
Eulalie’s estate and its value at the time of Eugene Macarty’s death on October 27, 1845.

I found sacramental records for Eulalie and Eugene’s five children in the Archdiocese of
New Orleans Original Sacramental Records held at the New Orleans Main Public Library’s
Louisiana Division and City Archive. I used these records to document the births of Eulalie and
Eugene’s children, to determine the religious rights performed for their children, and to
determine the year of Eugene’s birth. Eulalie’s death records are in the Louisiana Division City
Archives, as were the succession records of Eugene Macarty. There are no birth records for
Eulalie among the sacramental records.

Notary records for Eulalie de Mandeville are located at the State of Louisiana Notorial
Archives Research Center in downtown New Orleans. The notary records provide a detailed
account of properties owned by Eulalie, including slave property. These documents record
whether or not a piece of property was a gift and who originally owned of the property along
with the name of the notary. The name of the notary is very important because each notarized act
is filed under the name of the notary who performed it. Because most of the acts are in French, a
language I do not read, I relied on the staff at the archives to be translators and research assistants (see Acknowledgments).

**LITERATURE REVIEW**

Laura Foner (1970) offers one of the first comprehensive investigations into *plaçage* partnerships in New Orleans. She gives a detailed account of the conditions that created *plaçage* partnerships by comparing colonial Louisiana with St. Dominigue. Foner argues that “In [Louisiana’s] society, illicit relationships between the races were no disgrace; in fact, they became an accepted social practice” (1970:40). The work of historians John Blassingame (1973) and Mary Gehman (1994) offer a cursory introduction to the nature of the *plaçage* partnership. Their introductions include a brief summary of how and why *plaçage* partnerships developed in New Orleans, a description of the people who participated in such partnerships, and the expectations associated with this cultural practice. Blassingame and Gehman also provide extensive bibliographies, endnotes, and appendices, on which I relied heavily.

Anthropologist Virginia Domínguez (1986) explores the dynamics of race relations in Louisiana. Domínguez discusses the development of racial classifications among Louisiana’s Creoles and then explores how the population functioned within their assigned class. Foner (1970), Domínguez (1986) along with historians Gwendolyn Midlo Hall (1992) and Kimberly S. Hanger (1997) claim that Louisiana’s frontier territory and the cultural norms and practices that developed within contributed to the creation of the free Creole of color population in New Orleans. Hanger argues that “where white females were scarce and women of indigenous or African descent were plentiful, white conquerors, no matter what their nationality, believed that one of the rewards of conquest consisted of sexual favors from subordinated peoples” (1997:23). This behavior produced perfect conditions for a large multiracial population (Hanger 1997:23).
While Foner, Hall and Hanger, describe the conditions that created the Creole of color population and the *plaçage* partnership, historian Joan Martin (2000:57–70) describes the lived experiences and the community created by this population. In her article, “Plaçage and the Louisiana Gens de Couleur Libre: How Race and Sex Defined the Lifestyles of Free Women of Color” (2000:57–70), Martin contends that, *plaçage* partnerships were established to provide a life partner and an avenue of economic mobility for some free Creole women of color (2000:65, 69). She also argues that some free women of color had agency in their choice to partner with white men (200:64). Thus, according to Martin, the *plaçage* partnership was not an exploitative relationship, but a means of “survival for New Orleans women of color” (2000:64–65).

In contrast, a recent historical article by Emily Clark (2007) “explores another pattern of sexual association that chips away at the *plaçage* paradigm [by focusing on] sacramental marriages between free women and men of African ancestry” (2007:2). Clark’s essay challenges a number of key assertions made by the major historians in the field, including the existence of an elite class of Creole women of color (Martin, 2000:66) and the idea that only wealthy white men participated in *plaçage* (Blassingame, 1973:18; Gehman, 1994:37; Martin 2000:65).

Anthony G. Barthelemy (2000:252–275), Arnold R. Hirsch and Joseph Logsdon (1992), Caryn Cossè Bell (1997), Joseph Logsdon and Caryn Cossè Bell (1992:201–261) and Joseph G. Tregle, Jr. (1992:131–85) discuss the Americanization of New Orleans. The Americanization refers to the process through which the Creoles assimilated and asserted continued difference from their new countrymen beginning with the Louisiana Purchase in 1803. According to Tregle, “the fierce determination by white creoles to link their identity to a biological rather than the cultural heritage they shared” with the Creoles of color (1992:190). In addition, American Civil codes severely restricted race mixing in New Orleans and prohibited the legitimation of
mixed-blood children (Bell 1997:77). This combination eventually succeeds in ending the practice of *plaçage* in New Orleans (Barthelemy 2000:261). This thesis builds on the current concept of *plaçage* in the changing cultural context of post-Purchase Louisiana and attempts to expand the meaning of the practice as it now appears literature.

**CREATING THE PLAÇAGE PARTNERSHIP**

Like other women of history whose race was held in bondage, the Negro mother through miscegenation was able to obtain educational advantages and economic security for her colored sons and daughters in an oppressed, hostile environment where most of the members of her race were held in bondage. That she survived is remarkable; that she prevailed is legendary.

— Joan Martin 2000:70

Eulalie de Mandeville belonged to the Creole of color community in New Orleans. Within this community, according to Blassingame (1973), Gehman (1994) and Martin (2000), some free women of color were partnered with white males for the purpose of protection (1994:37; 2000:66;) and financial security (1973:18; 1994:37; 2000:67). According to Martin, an elite class of free women of color was prepared from childhood for this partnership by female members of their community (2000:66). Although historians have not found evidence of a written contract between a white man and a woman of color during this time, both parties entered the partnership with clearly defined cultural expectations (Blassingame1973:19; Gehman1994:37–38; Martin 2000:68).

According to Martin, once the partnership arrangement was made, the woman became known as a *plaçee* (2000:68). It was understood that her white partner or protector would care for her and for any children they might have (Gehman1994:38; Martin2000:68). Some *plaçage* partnerships lasted for life, while others were terminated upon the man's marriage or for any
other reason the man deemed appropriate (Blassingame 1973:28; Gehman 1994:37). However, in the event of termination, it was understood that the male would still be responsible for providing financial support for his *plaçage* partner and their children (Blassingame 1973:18–19; Gehman 1994:37; Martin 2000:68 ;).

According to Bernard Marigny, Eulalie de Mandeville began her relationship with Eugene Macarty in 1796 when she was around nineteen years old (Bernard Marigny 1846:71, Appendix B). Macarty was born in New Orleans in 1765 and was apparently introduced to Eulalie by her father, Pierre de Marigny de Mandeville in 1790 (1846:71). Eugene Macarty was the third child of Barthelmy Daniel Macarty and Fançoise Héléne Pellerin. Eugene’s father, Barthelemy Daniel, was a decorated French officer and aristocrat. The Macarty family was a prominent French-Irish family linked by marriage to powerful members of French and Spanish nobility (Arthur 1998:330–333). Eugene and Eulalie’s *plaçage* partnership was chaperoned by
Eulalie’s paternal grandmother, Madame de Mandeville, and her father. (1846: 72). Foner (1970) and Hanger (1997) demonstrate, early plaçage partnerships resulted from three main components: uneven gender ratios in colonial Louisiana, the colony’s frontier culture, and the lack of desirable white women sent to Louisiana.

In colonial Louisiana, “sleeping with a negress” became not only an accepted practice, but also an expected one for all levels of society (Foner 1970:410). From the founding of New Orleans in 1718, white men significantly outnumbered white women. According to Hall, in 1719, there were 416 men to only 30 white women and children (1992:6). In that same year, 450 enslaved Africans arrived in French colonial Louisiana (Hall 1992:35). Hall argues that enslaved Africans “arrived in an extremely fluid society where a socioracial hierarchy was ill defined and hard to enforce” (1992:128). It was in this society that early plaçage partnerships were formed. Foner demonstrates how the French colonial government attempted to regulate early plaçage partnerships by prohibiting enslaved or free Africans, from entering into a marriage contract or sexual relationship with white colonists (1970:410). Despite such laws, the partnerships continued, evolved, and adapted within the frontier culture that helped to create them.

Louisiana’s frontier culture evolved from many influences, including “corruption, exploitation, brutality” (Hall 1992:128), and sexual cohabitation between European men and African women (Hall 1992:40; Foner 1970:410). Foner cites a letter dated September 6, 1723 that states, “Louisiana was a country of robbers, forgers, murderers, and prisoners, a [region] without justice, without discipline, without order, and without police (1970:10). When these socio-political conditions are considered in the context of a long history of French men indulging in sexual liaisons with enslaved African women what emerges is a place and time ripe for a
practice such as plaçage. The lack of white women in the French territories makes the
development of plaçage even more inevitable.

According to an early Louisiana census, 1,215 white women arrived in Louisiana
between 1717 and 1721 (Hall 1992:7). However, by 1726, more than half of these women were
dead from disease, mistreatment, or other difficulties of frontier life. In addition, some were
deported to France because of their undesirable behavior or physical condition. In 1719, 164
white women were sent from France to Louisiana. However, the men of the colony found the
newly arrived women undesirable. One male colonist described the women as having “bodies as
corrupt as their manners” (Foner 1970:412). Consequently, by July 1719, 220 women were
placed on the deportation list and returned to France. Foner argues that, as the scarcity of white
women persisted, “the complexion of colonial Louisiana changed” (1970:408). According to
anthropologist Marvin Harris, as quoted by Hanger, in some cases “where white males heavily
outnumbered white females, racial intermixture prevailed and white fathers tended to manumit
their light-skinned offspring, and occasionally consorts, over other slaves” (1997:119). This
intermixture produced a unique population in Louisiana, one that was not easily categorized and
is still difficult to define. By 1788, there were over 3,000 free Creoles of color in Louisiana, over
800 of whom lived in New Orleans (Hanger 1997:23).

THE CREOLE OF COLOR COMMUNITY IN NEW ORLEANS

In a larger view, [plaçage] created a third race of people in Louisiana. Their unique position between
master and slave, together with the fact that they could find a home with neither, caused them to become a
separatist, self-focusing community. The group was bound by ties of language, birth, culture, religion, and
wealth.

—Joan Martin 2000:69
One cannot discuss the practice of *plaçage* in New Orleans without including a
discussion of the term “Creole,” which is defined by several sources cited in this work.

Gwendolyn Midlo Hall, argues that “the word *Creole* … derives from the Portuguese word
*crioulo*, meaning a slave of African descent born in the New World” (1992:60). Hall further
explains, “In Spanish and French colonies, including eighteenth-century Louisiana, the term
*Creole* was used to distinguish American-born from African-born slaves. According to Hall, “all
first-born slaves and their descendants were designated Creoles” (1992:60). One the best
explanations of the term “Creole” is Richard Campanella’s (2002). Campanella argues that:

> The meaning of *Creole*, implied or stated, varies on the axes of time and place, ethnicity,
race, class and politics of the speaker, and in the context in which the work is spoken …
A Creole, in the usage of the eighteenth and nineteenth centuries, may be white, black, or
mixed, he was usually of French or Spanish ancestry, culturally Latin and Catholic, … and likely descending from stock residing in the region for a generation or more prior to the era of American domination.

Some contemporary accounts restrict the term to native white of French or
Spanish ancestry, but many more emphasize that the distinguishing elements was
nativity, not race … Further clarification may be gained by indentifying who would not
have been Creole in the period under discussion [1777–1848, the years of Eulalie’s birth
to her death in 1848]. A recent immigrant from Ireland or Germany would not be a
Creole (he would be a “foreigner”), although a descendent of the 1720s–era German
settlers to La Côte des Allemandes ⁶ would be Creole. A French–blooded Saint-
Dominigue refugee who escaped to New Orleans in the early 1800s would not be Creole,
nor would a Paris-born Frenchman residing in the city (both would be considered
“foreign French”) … A bonds man of pure African descent [born into] enslavement in
Louisiana … would be a Creole, but a mixed-race French speaking slave from a
Caribbean island (living in Louisiana) would not be … In Louisiana, every native, be his
parentage what it may, is a Creole (2002:115).

According to Bell, “the free black community had emerged from a frontier society
characterized by a high degree of social and economic fluidity” (1997:11). Hirsch and Logsdon
notes that New Orleans had more black entrepreneurs than did any other American city during
the 1800s (Hirsch and Logsdon 1992:100). The nearly $2.5 million in real estate held by the free
black community in 1850 represented nearly 60% of the total property held by the entire free
black population of the time in the [United States] (1992:100). Overall, some 650 free people of color owned land in New Orleans during the 1800s (1992:100). In addition, the community shared a devotion to Catholicism, pride in their culture (Martin 2000:69), and zeal for freedom inspired by French revolutionary thought (Logsdon and Bell: 1992: 203–204).

When Eulalie was born in 1774, the racial order of the Creole of color community was well defined as a three-tier caste system. White Creoles were on top, Creoles of color were in the middle, and enslaved people of color made up the bottom tier (Hirsch and Logsdon 1992:102). Free men of color within the community provided for their families (Gehman 1994:55), educated their children (1992:226), and were quite politically active (1994:52–56). According to Blassingame, Gehman, and Martin, free women of color were expected to find life partners for their daughters (Martin 2000:65), and their daughters were expected to keep house ( Blassingame 1973:18), have children of their own (Gehman 1994:37), and secure their children’s financial well-being (Gehman 1994:38; Martin 2000:69;).

The introduction of Eulalie to Eugene Macarty by her father, Pierre de Marigny de Mandeville (see figure 2), and the supervision of their courtship by her paternal grandmother, Madame de Mandeville are examples of kinship expectation. Eulalie’s partnership with Macarty is exceptional in having been chaperoned by her paternal grandmother and white father (Bernard Marigny Witness for the defense: 1846:72, Appendix B), not by “proud quadroon women and other Creoles of color” as Martin suggests (2000:65).
Figure 2

Eulalie’s father and grandmother roles as chaperones also suggest an acceptance of the *plaçage* partnership within some white Creole families. According to the Brief for the Defendant, Eulalie’s partnership with Eugene was “a serious [connection], entered into with the consent of her family, [and was] the nearest approach to marriage, the law would permit, and looked upon as morally binding” (1848:92, Appendix F).

Bernard Marigny’s testimony contends that Eulalie was accepted as a member of the Mandeville family as a beloved daughter, sister, and granddaughter (1846:68, Appendix B). There is no mention of Eulalie’s mother in the extant historical documents, but the court documents show that her paternal grandmother treated Eulalie as her own daughter, (Livaudais Witness for the Defendant1846:81, Appendix D), and left her granddaughter a large section of land before her death in 1799 (Brief for Defendant 1848: 96, Appendix F). On “July 30, 1799, Leveau Trudeau measured for [Eulalie] a tract of land of 3 arpents 7 front by 40 arpents in depth on each side of the Bayou of the Terre aux boeuf” (Brief for the Defendant 1848:96, Appendix F). Her grandmother, Madam de Mandeville, gave her this land. In addition, Eulalie was given property in the Faubourg Marigny 9 (see figure 3), and slaves by her brothers, Jean and Bernard Marigny (1848:96–97). She was also given gifts by her father, including financial support and over seventy head of cattle (1848:96–98).

Eulalie continued her previous business ventures throughout her partnership with Eugene Macarty and joined with him in a number of business ventures. Their first business partnership was a dairy farm that Eulalie helped Eugene start (Bernard Marigny Witness for the defendant: 1846:70, Appendix B). In 1796, Eugene leased a section of land on Eulalie’s father’s plantation to start a produce farm. Eulalie added her cows to his farming venture, establishing a successful
dairy (Livaudais Witness for the defendant, 1846:81, Appendix D). Eugene acted as Eulalie's business agent for the duration of their relationship.

Figure 3

Plans for one of the Marginy properties given to Eulalie by her brother Bernard Marginy. The property faces Moreau Street and is between Marigny and Mandeville Streets, and backed by Casa Calvo Street. Charles Arthur Plan Book 48, folio 62 (048.062), January 1, 1857. Notarial Archives, Research Division, New Orleans, Louisiana.
Figure 4

The Brief for the Defendant summarizes how Eugene purchased property and slaves in her name (1848: 98, Appendix F). Eugene also managed Eulalie’s bank account, which he kept separate from his own (Brief for the Defendant, 1848:99, Appendix D). He also used her money as investment capital in his loan brokerage business (Brief for the Defendant 1848:98, Appendix F; Livaudais witness for the defendant 1846:83), proving from “this early period a communion of interest existed between [Eulalie and Eugene]; he treated her fortune as his own” (Brief for the Defendant 1848:98). By 1845, Eulalie owned close to $250,000 in assets, including eight properties within the New Orleans Marigny and Tremé neighborhoods, six slaves, an unlimited line of credit, and over $150,000 in disposable cash (Court Petition filed by the plaintiff Nicolas Macarty 1846:57–65, Appendix A).

Eulalie was respected within the Creole community and described as intelligent, well educated, and wealthy. She was a shrewd business woman who not only knew what she wanted, but also possessed the ingenuity and resources to get what she wanted (Livaudais 1846:82,
As Livaudais, witness for the defendant put it, Eulalie de Mandeville “was no fool” (1846:82).

Eulalie and Eugene had five children together, one daughter and four sons (Brief for the Defendant 1848:103, Appendix F). According to sacramental records, they were all baptized at Saint Louis Cathedral in New Orleans and given the Macarty name (Volumes 5, 6, 8, 9, and 11). Eugene also played an active role in his children’s lives. For example, Teophilo and Ysidro sold lumber in Macarty’s lumber business (Joseph Black witness for the defendant 1846:81). His sons with Eulalie were known as his “Mulatto sons,” and these sons were well known within the Creole of color community in New Orleans (Black, witness for the defendant 1846:81).

In 1830, Bernardo and Emerite, two of Eugene and Eulalie’s other children went to Cuba to start a coffee plantation. In the late 1700s, Eugene had owned a coffee plantation in Cuba (Brief for the Defendant 1848:103, Appendix F). Apparently, the plantation left him so broke that he had to borrow money from friends in Cuba for his passage back to New Orleans (1848:103). Because of this history Eugene met his son and daughter's move to Cuba with trepidation. However, letters written to Eugene from his children show that he supported them while they struggled to make their coffee plantation a success (1848:103). Eugene’s children might have seen the move to Cuba as an opportunity, or they might have been motivated to leave by the way the city of New Orleans was transforming.

The Louisiana Purchase in 1803 not only doubled the size of the United States, it also increased the restrictions placed on people of color, enslaved and free, living within Louisiana (Hall 1992:208). The Creole of color population of New Orleans saw Americanization as a direct threat to their culture, not to mention their freedom (Hall 1992:161–162). By 1830, many Creole of color families had fled New Orleans for France, Haiti, Mexico, and Cuba (Bell1997:54),
leaving behind their community and their city in the wake of what is now known as the Americanization of New Orleans.

AMERICANIZATION AND THE PLAÇAGE PARTNERSHIP

The Americanization of New Orleans was more than just a struggle between Americans and Creoles; it also involved the curious coexistence of a three-tiered Caribbean racial structure alongside its two-tiered American counterpart in an ethnically divided city.

—Hirsch and Logsdon 1992: 189

The assimilation of the Creole population in New Orleans also known as the Americanization of the city,¹¹ began slowly for the free black community. According to Logsdon and Bell, “A slave revolt in 1811 and a British invasion in 1814 persuaded the American authorities to relent in their repressive policies toward the state’s free black inhabitants” (1992:207). In addition, Logsdon and Bell contend that, “both free and slave escaped much of the renewed severity [of America’s repressive race laws] by living within the virtually autonomous Creole municipal districts of New Orleans created in 1836” (1992:207).¹² However, by the 1850s, the city’s three municipalities were united under one city government, making American racial oppression more effective in New Orleans (Logsdon and Bell 1992: 208). Logsdon and Bell explain, “For many years after the Civil War, Creole black leaders recall 1852 as the year of the breakdown of their sheltered and privileged order in New Orleans” (1992: 208).
A number of elements of the Americanization of New Orleans hastened the end of the *plaçage* partnership including: the Louisiana Civil Codes of 1812 that severely restricted race mixing in New Orleans, the Louisiana Civil Code of 1831 that prohibited the legitimation of mixed-blood children, and the efforts by white Creoles to distance themselves from their Creole “of color” counterparts and the practice of *plaçage* altogether (Bell 1997:77; Barthelemy 2000:261).13

State and local regulations restricted interracial contact and free black access to public accommodations such as theaters and public exhibitions after 1812 (Bell 1997:77). Bell contends that “during the antebellum period [1803-1861], free blacks and slaves were either completely excluded or assigned to separate and usually inferior facilities in places of public accommodation” (1997:77). Bell explains further that, “during the 1820s, mounting resentment
over any intimate form of race mixing led to an attempt to halt the infamous quadroon balls” (1997:77).

According to Martin, quadroon balls were organized by wealthy quadroon matrons as a mechanism for “securing for their daughter’s plaçage arrangements with well-born white Creole men” (2000:66). Bell points out that, white American mothers “complained in the Louisiana Gazette that the insolence of free women of color drove them from the sidewalk and their sexual liaisons with white men threatened the racial purity of Louisiana’s best families” (1997:77). Consequently, “in June, 1828, city officials bowed to public pressure with an ordinance that prohibited white men from attending dressed or masked balls composed of men and women of color” (1997:78).

The American Civil Code of 1831 “prohibited the legitimation, under any circumstances, of a mixed-blood child” (Bell 1997:77). This code nullified previous Spanish law “that provided for the legitimation of mixed-blood children born in concubinage” (Bell 1997:76). In fact, according to Bell, “under the Spanish Law and subsequent Louisiana statutes, an illegitimate child could acquire legal status when a parent acknowledged paternity before a notary in the presence of witnesses” (1997:77). However, under the American Civil Code of 1831, mixed-raced children were considered bastards, and such children could not inherit from either parent (Bell 1997:77).

According to Bell, “after 1812 an array of state and local regulations restricted interracial contact (1997:77). “White Creoles who participated in plaçage or otherwise condoned miscegenation found themselves being accused of being less white” by Anglo-Americans (Barthelemy 2000:262). These Americans were convinced that Creoles and their custom of plaçage represented “the blackest rage of human passion and all the dark and damning deeds that
the fiends of the infernal regions could perpetrate” (Tregle1992:150). According to Barthelemy, it was the Anglo-American idea of white purity that finally forced white Creoles to choose sides “and deny their consanguinity with their Creole brethren on the other side of the color line” (2000:262).

The assault on *plaçage* and the rights of Creoles of color are brought into focus by what happened to Eulalie de Mandeville in 1845. On October 25, Eugene Macarty died. Less than one year later, his white family sued Eulalie for everything she had accrued throughout their fifty-year relationship (Petition of Plaintiffs 1846:57–66, Appendix A). Eugene’s family claimed that she “was entirely destitute of any means” (1846:63) when she met Eugene and that Eulalie’s “large fortune actually belonged to Eugene” (1846: 59; Brief for the Defendant 1848:94). They also accused Eulalie of stealing $111,208 from Eugene by withdrawing the funds from a bank three days before his death (1846:63). Eugene’s brother, Nicolas Theodore Macarty organized the suit. He was the same man who had received financial support and social favors from Eulalie throughout his brother’s relationship with her and who vowed “eternal gratitude to her forever” (Brief for the Defendant 1848:106, Appendix F).

The trial lasted ten months and hosted a number of Creoles as character witnesses for the defendant, including New Orleans real estate mogul Bernard Marginy, Eulalie’s half-brother (Bernard Marginy1846:67–76). Nicolas Macarty’s main argument was that Eulalie did not possess the financial savvy or capital to develop the wealth she now claimed as her own (Petition of Plaintiffs 1846:60, Appendix A; Brief for the Defendant 1848: 98,106). Nicolas also argued that his brother had no intention of leaving Eulalie and her children a financial inheritance, and, even if he did, Nicolas pointed out, such inheritances were now illegal according to the American Civil Code of 1825 (Brief for Defendant 1848:94 ,106; Appendix F).
Although Eugene’s family accused Eulalie of being “greedy” and “fraudulent” (Petition of Plaintiffs 1846:59, 63) and “depriving his legitimate heirs” of their inheritance (Brief for Defendant 1848:94), witnesses for the defendant, and even for the plaintiff, described Eulalie as a woman respected for her integrity and ingenuity (Brief for the Defendant 1848:99,101). Also, witnesses for the defendant told the story of a woman who started her own business selling supplies to the Spanish women living near her father’s plantation before she met Eugene (Bernard Marginy witness for the Defendant 1846:70; Brief for the Defendant 1848:98). They recalled how she was loved and financially supported by her family (1848: 98). They mentioned how Eugene used wood from Eulalie’s plantation to start his lumber business (1848: 98), her cows to start his dairy farm, her land to start his produce farm (1848:98), and her inheritance to invest in his loan brokerage business (1848:98). It was obvious through the testimony of witnesses and documents entered as evidence by the defense that Eugene’s attitude towards his plaçage partner was not selfish, but one of genuine devotion and gratitude (1848:102).

According to the Brief for the Defendant, a common interest existed between Eugene Macarty and Eulalie from the beginning of their plaçage partnership (1848:98). Eulalie’s defense attorney asserted that, Eugene treated Eulalie as his wife and treated her fortune as his own (Brief for the Defendant 1848:98). The defense attorney stated that Eulalie certainly had a trade and business of her own and that she had begun to build her own fortune with the assistance of her family before she partnered with Eugene (Brief for the Defendant 1848:98). As for the American Civil Codes, Eulalie’s defense attorney argued that they were not relevant because Eugene and Eulalie’s partnership began before “the adoption of the new codes” beginning in 1812 (Brief for the Defendant 1848:99). In the end, the defense concluded:
The court now knows the case, and we may therefore be permitted to say, that with such qualities of the head and character, as the defendant has been shown to possess, she would have been able to rise in her worldly affairs, and in the esteem of all who know her even without Macarty’s patronage and that the best explanation of her fortune is to be found in her conduct. It is therefore ordered a judgment be given against the plaintiff and that their petition be dismissed with cost (Brief for Defendant 1848:106, Appendix F).

The court judgment validated not only Eulalie de Mandeville’s ability to develop wealth, but also the legitimacy of her plaçage partnership with Eugene Macarty by decreeing a judgment against the plaintiffs Nicholas Theodore Macarty and the Macarty family on June 26, 1847 (Court Judgment 1847:93).

**A DEEPER LOOK AT THE LIVED EXPERIENCES OF EULAIE DE MANDEVILLE**

Eulalie de Mandeville’s plaçage partnership was not a textbook case. She was not raised by a wealthy quadroon matron, but by her father and paternal grandmother. Moreover, she owned a successful business and was financially secure before she partnered with Eugene Macarty. Her partnership with Eugene did not begin at a quadroon ball, but as a friendship between a daughter and a family friend. Eulalie’s case helps create a context for the free woman of color that challenges the images presented in much of the literature to date, bringing her down from the heights of romanticism into the realm of reality.

*Relatives and Race*

Conditions prevailing in French Louisiana produced one of the most racially flexible societies in the Americas, regardless of the colonizing power. Racial attitudes among all social groups were quite open, compared not only with attitudes in Anglo North America but also with attitudes in the French Caribbean.

— Kimberly Hanger 1992:241
The relationship between Eulalie de Mandeville and her father Pierre de Marigny de Mandeville introduces a topic virtually untouched by today’s scholars: the interplay between a white father and his black children in eighteenth century New Orleans. Although Blassingame (1973), Gehman (1994), and Martin (2000) agree that white males who participated in \textit{plaqage} were usually expected to support their children financially and give them their last name, they do not touch upon personal expectations between father and child. According to Eulalie’s brother Bernard Marigny, Pierre’s relationship with Eulalie was based on mutual trust and love (Bernard Marigny Witness for the Defendant 1846:68, Appendix B). Bernard states that Pierre had “great confidence” in Eulalie (1846:68). For example, he left the care of his plantation to her (Brief for the Defendant 1848:96, Appendix F), financed her business ventures (1848:97), and provided a home for her under the watchful eye of his mother, Madame de Mandeville (1848:97–101; Bernard Marginy Witness for the defendant 1846:72).

According to Bernard Marigny’s testimony, Eulalie lived with her paternal grandmother, Madame de Mandeville, until her death in 1799 (1846:71, Appendix B). Livaudais, witness for the defense, noted that, Madame de Mandeville treated Eulalie as if she were her own child (1846:82). Hall (1992) and Martin (2000) explore the attitudes of white families towards their biracial relatives. According to Martin, one of the drawbacks for a woman of color involved in \textit{plaqage} was that she was “cut off by law and social practice from the man’s family, [which denied] the young woman and her children the familial closeness of the paternal relations” (2000:69). In contrast, Hall’s argument best describes Eulalie’s relationship with Madam de Mandeville.

According to Hall, “there was a strong social consensus shared by white women that the … children of white men should be free” and cared for accordingly (1992:240). These children,
Hall argues, tended to be absorbed into the white population (1992:240). In Eulalie’s case, Bernard Marigny testified that “she passed in the family as his natural sister” (1846:68). Since such a natural relationship existed between Eulalie and her father’s family, it would seem some plaçage relationships drew acceptance from some white families as well as from families of color. In fact, some white families were not at all distant from their relatives of color, but lived in close contact through business (Gehman 2000:216), culture (Hirsch 1992:Preface: xi), the city’s physical development (Hirsch 1992:197), and family connections, as Eulalie’s story proves.

In understanding the role of Eulalie’s race in the de Marigny de Mandeville family, factors such as an “extremely fluid society and racial openness” (Hanger 1992: 240), would explain Eulalie’s acceptance into the family. Hanger notes that pre-Americanization (1718-1803), “cannot be understood by projecting contemporary attitudes toward race backward in time” (1992:155). Hanger is referring to the attitude towards race during French control in New Orleans (1718-1768), but her argument demonstrates understanding of race relations between Eulalie and her father’s family, in that her race did not negate their care for Eulalie or Eulalie’s acceptance into their family. In addition to Hanger’s racial openness argument, Foner (1970), Hirsch and Logsdon (1992), Gehman (1994), Bell (1997), Martin (2000), and offer their contribution in understanding the dynamics of race in Louisiana through the notion of a “three-caste society.”

Plaçage and the Three-Caste Society

the city’s three-caste racial order. According to Bell, “The free black community had emerged from a frontier society characterized by a high degree of social and economic mobility” (1997:11). According to Martin, this “unique position between master and slave, together with the fact that they could not find a home with either, caused them to become a [separate], self-focusing community … bound by ties of language, birth, culture, religion, and wealth” (2000:69), thus establishing their position as the middle caste in the city’s three-tier racial order.

The notion of a three-caste racial order is not unique to New Orleans. According to Foner, “in St. Dominigue (now Haiti) the free people of color developed a similar position” (1970:417).

Challenging the dominant ideas about free people of color, Emily Clark argues, “the conception of the New Orleans free black community as a self conscious monolithic [class] with a specific social and racial function in the city is shattered by the variety of the [marriages] made by hundreds of men and women who ignored the markers of rank and race” (2007: 3). In fact, she states, “there was no free black community that recognized itself as unified by race and status” (Clark 2007:17). Clark’s argument is supported by Hanger, who explains that, “At no time in their history did all free blacks have identical goals and concerns. However, Hanger also argues that over time “members of the emerging elite class began to assume control and … became the ‘voice’ of the libre community” (1997:87). Hanger’s point supports my position that over time Creoles of color began to think of themselves a monolithic class.

According to Caryn Cossé Bell (1997), an elite group of free Creoles of color was “the driving force behind … Louisiana’s … democratic revolution” (1997:2–3). Logsdon and Bell argues that, Afro-Creole leaders, such as Dr. Louis Charles Roudanez and Paul Trévigne, founders of the French-language newspaper, L’Union became leaders in political protest against the racial oppression that followed the American occupation of Louisiana in 1803. These men
along with wealthy Afro-Creole business owners, educators, and other community leaders, became the voice of the New Orleans free Creole of color population (Logsdon and Bell 1992:221–228).

Eulalie’s case offers a means of interpreting the New Orleans caste system in a legal and social sense. For example, following Eulalie’s name on court documentation are the letters F.W.C that stands for “free woman of color” (Petition of the Plaintiff: 1846, Appendix A). The acronym F.W.C follows her name throughout court records as well as on notarized acts of sale. The acronym can also be found on her death records. These documents prove that there existed a legal distinction between Eulalie and other women within New Orleans. As Virginia Domínguez argues, “Legally [Louisiana’s] population was divided into whites, free people of color, and slaves. From a strictly legal standpoint, the tripartite classification rested on the application of two different criteria of differentiation: possession or lack of possession of legal freedom and descent or lack of descent from Africans” (1986:24). Eulalie owned at least six slaves (Petition of Plaintiffs 1846:57–66, Appendix A), she ran a successful business (Brief for Defendant 1848:91, Appendix F), owned property (Plaintiff Petition 1846: 57–66 ), and was the primary financial investor in her partner’s mortgage brokerage business (Brief for the Defendant 1848:98; Livaudais Witness for the Defendant 1846:83). None of this would have been possible had she not been a free woman of color. Eulalie took full advantage of the rights and status that came with being a free woman of color.

Domínguez argues that, “the social process that led to the emergence of free people of color—sexual unions between European settlers and Africans slaves and the manumission of their offspring—made it de facto a classification by ancestry. [As a result], Gens de couleur libre [Free people of color], became a near-synonym for offspring of mixed Europeans and African
unions” (1986:24). Bernard Marigny considered Eulalie as his natural sister (1846:68, Appendix B). Madame de Mandeville considered Eulalie as her own daughter (Livaudais 1846:83, Appendix D). Pierre de Marigny de Mandeville loved, encouraged, and supported Eulalie (Brief for Defendant 1848:96, 98, Appendix F). Eulalie’s upbringing as a member of the de Marigny de Mandeville family gave her a social advantage. In addition, the Mandeville name paved the way for her to receive unlimited credit for her dry goods business. According to William Marigny Hyland, “in the early nineteenth century, persons belonging to the elite of French and Spanish Colonial Louisiana were almost certainly assured of a place of social and political prestige, if not one of wealth” (1984:9). Eulalie was the daughter of a man from one of the oldest French families in New Orleans. The first de Marigny de Mandeville arrived in New Orleans in 1700s (1984:2), and Eulalie’s father Pierre de Marigny de Mandeville was regarded as one of the “richest, most prominent” men of his day (1984:6). According to Hanger, “status [for the free person of color] was defined not only by wealth but also by family connections” (1997:55), and Eulalie’s case demonstrates this.

Eulalie’s upbringing and name became her legal and social identification. The fact that she owned slaves proves that she acknowledged and benefitted from a different social class from that of enslaved non-whites. Moreover, the fact that she inherited a slave from her half-brother Jean Marigny further asserts her membership in elite, somewhat luminal group (Bernard Marigny Testimony: 1846:69, Appendix B; Brief for the Defendant 1848:97, Appendix F). For further proof of whether Eulalie considered herself a member of a different caste than that of her enslaved counterparts through descent and possession of legal freedom, one need only look to her life experiences and her social connections.

PLAÇAGE VS TRADITIONAL MARRIAGE

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The tension between individual choice and social norm emerges as something of a false dichotomy, and might better be represented as a continued negotiation by actors of how to interpret the norms … It allows us to see rules not merely as a set of constraints upon people, but as something that people actively manipulate to express a sense of their own position in the social world.

— Virginia Domínguez, 1986:1

Emily Clark argues that her research uncovered “life partnerships between free women of color and men of European descent of modest means” (2007:2). Eulalie and Eugene’s partnership fits this model. According to the Brief for the Defendant, when Eulalie and Eugene began their partnership in 1796, Eugene “had nothing, having spent his little patrimony on a trip to France” (1848:95, Appendix F). When Eulalie decided to partner with Eugene, Pierre de Marigny de Mandeville provided his daughter with a dowry of $3,000 (1848:97, Appendix F). Eugene lived with Eulalie on her father’s plantation until the death of Madame de Mandeville in 1799. The couple and their first child, Emerite Macarty (1848:91), then moved into Eulalie’s property on the corner of Barrack and Dauphine Street in the French Quarter (Brief for the Defendant 1848:97–98).

By searching the sacramental registers of New Orleans between 1759 and 1830, Clark was able to uncover that traditional marriage was a “common practice among people of African descent” (2007:2). In fact, according to Clark, theses “marriages joined the free to the enslaved, Louisiana-born to African-born, the skilled and the propertied to the newly freed, [and] those labeled dark to those labeled light” (2007:2–3). Clark’s argument challenges the wealthy white male protector ideal in recent *plaçage* literature and introduces the fact of the black male into the realm of *plaçage*. 
To begin to understand why Eulalie chose *plaçage* and not a traditional marriage¹ one must consider the civil laws of Spanish New Orleans: kinship expectations, social connections, and gender ratios within the Creole of color population. According to Louisiana’s death records, Eulalie died in 1848 at the age of seventy-four. This puts her birth date some time in 1774 which falls during Spanish control of New Orleans. According to Dominguez, the Spanish administration in New Orleans was unclear on how to handle Louisiana’s ill-defined racial order. Dominguez contends that the Spanish administration espoused ideas of “racial purity and condemned the “mixture of races”, though they failed to issue official regulations against concubinage between whites and people of color” (1986:24–25). This double standard continued with matrimonial laws as well. According to Dominguez, the Spanish administration “prohibit[ed] [traditional] marriage[s] between whites and all people of color”, however, “one of Antonio de Ulloa’s acts in his first year in office as Spanish governor of Louisiana was to grant permission to a Frenchman to marry” a woman of color (1986:25).

Unstable Spanish laws might have influenced Eulalie’s decision to partner with Eugene. By 1796, women of color in New Orleans had been participating in *plaçage* for over sixty years. Due to a lack of enforcement of laws against the practice of *plaçage*, such as the American Civil Codes that would emerge in 1812 and 1831, women of color who chose *plaçage* could do so without fear of legal sanction.

Although court documents reveal nothing about Eulalie’s mother, it is likely that since she was a woman of color, Eulalie was a product of *plaçage* herself. As Eulalie grew into womanhood, the particulars surrounding her birth must have become clear to her. She would

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¹ In this thesis a “traditional marriage” refers to the religious or legal ceremony formalizing a union between a man and woman.
have learned that she was a woman of color and the daughter of a white man. This realization could have very well influenced her choice to participate in *placage* rather than a traditional marriage. She was even more likely to have been motivated by a father’s influence and expectations. Court documents prove that Eulalie and her father shared a special bond (Brief for the Defendant 1848:96, Appendix F). The $3,000 Pierre gave to Eulalie as her dowry after she committed herself to Eugene Macarty raises the question: did Eulalie’s father arrange her *placage* partnership with Eugene? According to the Brief for Defendant, “it was customary for fathers to give money to their natural children when they contracted such *pseudo*-marriages” (1848:97). As much as one might like to think that Eulalie’s choice to partner with Eugene was hers alone, this evidence supports the view that Eulalie might have chosen to partnered with Eugene rather than enter a traditional marriage only after her father arranged the match. Hanger notes that “status [for the free person of color] was defined not only by wealth but also by family connections” (1997:55). Perhaps, Eulalie’s father wanted her to be connected to one of the most successful French-Irish families in Louisiana.

According to Stanley Arthur, Barthelmy Daniel de Macarty, Eugene’s father, arrived in Louisiana in 1732 (1998:330). He was a decorated French Colonial Officer and the son of a knight of the order of Saint Louis, a distinguished rank also earned by Pierre, Eulalie’s father (Arthur 1998). The Macarty family was well established in Louisiana politics and real estate. For example, Eugene Macarty’s first cousin Augustine François de Macarty was mayor of New Orleans, his son Barthelmy Macarty was Governor Claiborne’s Secretary of State. In addition, Barthelmy inherited a large fortune from his Aunt Jeanne de Macarty including the Carrollton plantation (Arthur 1998:332–333), which later became the Town of Carrollton. The Town of Carrollton was annex into New Orleans in 1875. Eugene’s sister Marie Céleste Elénore de
Macarty, married the Spanish Governor of Louisiana Estevan Miro (1998:333, see figure 7) and the Macarty Plantation in Chalmette,\textsuperscript{14} among other things, became the headquarters of General Jackson during the Battle of New Orleans in 1815 (1998:332).

The joining together of two of the most prominent and wealthy families in Louisiana made sense and to seal the arrangement, and to show family support Eulalie’s father provided a $3,000 dowry for her.

\textbf{Figure 7}

\textit{Esteban Rodriguez Miro}

Miro served under Charles III and Charles IV. He was an interim governor while Galvez was in Cuba from 1782 to 1785 and was appointed governor in 1785. During his term, Spain allowed trade with France and the French West Indies and removed the duty on ships for two years which contributed to the development of New Orleans as an international port. New Orleans Public Library, Louisiana Division and City Archives: Orleans Parish, Louisiana.
While the dowry is significant to an interpretation of Pierre’s role in Eulalie’s plaçage, the court could not prove that Eulalie’s father did indeed give her a $3,000. When Bernard Marigny was questioned about the $3,000 in 1846, he said, “That he [did] not recollect having heard it spoken of, but he was only 11 years of age” (1848:97, Appendix F). However, Marigny adds that such “events [were] very probable, when she formed the connection with Macarty” (1848:97). This testimony not only leaves the $3,000 in question, but challenges the idea of his father’s arranging Eulalie’s plaçage partnership as well.

Regardless of whether Pierre arranged Eulalie’s plaçage or Eulalie arranged it herself, the Marigny de Mandeville family created an environment of acceptance for Eulalie. She was
openly acknowledged by her father, grandmother, half-brothers, and extended family. These factors may have made *plaçage* not only an acceptable option to a traditional marriage, but also a positive and beneficial one. If Eulalie’s father denied his paternity and his family withheld acceptance, then *plaçage* might have been less attractive to her and she may have married a man within her own ethnic group. However, according to Kimberly Hanger, such a marriage might not have been so easy.

Hanger argues, “for [free people of color] of childbearing age, sex ratios … reveal[ed] a very disproportionate number of adult [free] females, who even if they wanted to would have had difficulties finding a free black mate” (1997:23). According to Foner (1970), Hall (1992), Hanger (1997), and Domínguez (1986), unbalanced sex ratios between free women and free men of color is arguably one of the principle reasons for the practice of *plaçage* in Louisiana. Given these circumstances Eulalie may have chosen *plaçage* because she could not find a mate within her own ethnic group. Another possible reason for her choice of *plaçage* may have been that she was not born to married parents. According to Clark (2007), “brides born in New Orleans who claimed legitimate birth status were increasingly represented among all brides” in Louisiana (2007:7). More important than the arguments made by Foner, Domínguez, and Clark, and whatever the legal conditions that influenced Eulalie’s choice to forgo a traditional marriage, none are as poignant in this case as Eulalie’s right to choose and the fact that she considered her relationship with Eugene, a marriage.

According to the Brief of the Defendant, Eulalie chose to partner with Eugene (1848:97, Appendix F). Eulalie’s was a well-educated woman who had the support of her family and financial knowhow to live independently and yet she chose to partner with Eugene. Eulalie did not have to marry, and she certainly did not have to become Eugene’s *plaçage* partner, as Louis
Sejour’s testimony reveals. Many single women “made their fortunes” (1846: 78, Appendix C) selling dry goods as Eulalie did, “and they did not live with a white man” (1846:78). Moreover, according to the Brief for Defendant, Eulalie and Eugene’s partnership was “the nearest approach to marriage, the law would permit, and was looked upon as morally binding (1848:97, Appendix F). The brief goes on to state that, “Macarty treated and considered [Eulalie] as his wife, and his destiny as linked to hers for life” (1848:98). It can be argued then, that in Eulalie’s case, her partnership with Eugene was in fact considered a socially legitimate monogamous union between a man and woman who chose to share resources, develop kinship ties, procreate, and remain together for life. It was, in other words, a marriage.

Financial Expectations in Plaçage

According to Bernard Marigny, Pierre de Marigny de Mandeville returned to New Orleans from France in 1790 with his nephew Charles Olivier and his neighbor Eugene Macarty (1846:70, Appendix A). Although Eulalie’s father introduced her to Eugene when he returned from France, Eulalie and Eugene did not begin their relationship until six years later (1846:70). Two reasons possibly delayed Eulalie and Eugene’s partnership: her age and his finances. When Eulalie was introduced to Eugene, she was thirteen years old, and Macarty was twenty-five. However, according to Mary Gehman, “it was accepted that white men in Louisiana would spend their youthful years in the company of a young black girl, ages 12 to 15 years were optimal” (1994:36). Since Eulalie was within that optimal age to begin a plaçage partnership, perhaps it was Eugene’s financial situation that postponed their commitment.

According to the Brief for Defendant, Eugene was destitute when he returned to New Orleans. In fact, he was forced to borrow $2,000 from his sister Madame Miro, with which he leased a section of land from Eulalie’s father, purchased two slaves, and started a produce farm
Later, he would start a lumber business with trees on de Marigny de Mandeville’s plantation and use Eulalie’s cows to start a dairy (1848:95). Eugene’s lack of wealth challenges the description of the male role in *plaçage* Blassingame (1973:18), Gehman (1994:37), and Martin (2000:66). Eugene was a white male who relied on the woman of color for financial support. The Brief for Defendant states that, Eugene treated Eulalie’s wealth as his own and used it to build several successful businesses and accumulate a considerable amount of wealth (1848:102–103).

Eulalie’s case presents yet another side of financial expectation in *plaçage*: namely, the role of white siblings in securing the financial future of black relatives. According to Hanger, “Unlike the French Code Noir, Spanish law permitted Louisiana’s libres (free Creoles of color) … to accept donations of realty … including slave property, from whites and other free blacks” (1997:56). According to Bernard Marigny’s testimony, “in 1803, Jean Marigny gave [Eulalie, his sister] $350, with which she brought a lot of ground [on] Hospital Street” (1846:69, Appendix B). In 1806, Bernard sold her one plot of land in his suburb of Faubourg Marigny and gave her another plot of land that same year (1846:69). Bernard also gave Eulalie the lumber to build on the lots (1846:69), after which she leased the properties for a steady stream of rental income. Hanger situates Bernard’s behavior: “Much of the wealth that free blacks in Spanish Louisiana possessed was passed on to them by whites and other free blacks through intricate kinship and friendship networks” (1997:79). In fact, according to Hanger, this happened through, “associations with whites—whether sexual, familial, friendship, or business-benefiting free blacks, women in particular” (1997:79). In Eulalie’s case, since Jean and Bernard Marigny’s generosity towards their sister began after their father’s death in 1800 and since financial gifts
were expected between free blacks and whites, the responsibility of ensuring Eulalie’s financial income was not solely Eugene’s, but her brothers’ as well.

Figure 9

Plans for one of Eulalie’s properties located in the Faubourg Marigny. The property faces Marginy Street and is between Burgundy and Dauphine Streets, and is backed by Mandeville Street. Cahen, I. Plan Book 110, folio 2 (110.002) October 11, Year Unknown. Notarial Archives, Research Division.
PLAÇAGE AND BUSINESS

The 1850 New Orleans census lists 1,792 free people of color in fifty-four different occupations... [Theses] trades, skills, and businesses were often handed down from parent to child going back generations into slavery.

—Mary Gehman 2000:209

Dabbling in the Market

The Brief for the Defendant states that, Eulalie’s financial success began before her partnership with Eugene. The experience she earned managing her father’s plantation, including coordinating building projects, overseeing the care of her father’s slaves, and operating a successful dry goods business, prepared her for the financial success that characterized her life (1848:96–97, Appendix F). Although recent histories by Gehman (1994), Bell (1997), and Hirsch and Logsdon (1992) discusses economic mobility among New Orleans Creoles of color, Eulalie’s case presents in detail the ingenuity and resourcefulness she and other free women of color employed.

According to Sejour’s testimony, many women of color experienced success “selling retail” (1846:78, Appendix C). These women apparently sold their goods on the streets of New Orleans or set up a shop in their homes. For example, Madame Durel employed street vendors, usually her slaves, to sell her goods around New Orleans (Sejour 1846:78). According to Hanger, free “blacks owned slaves primarily to help them in their trades in both cites and fields” (1997:71). In addition to selling goods in New Orleans, Madame Durel traveled to France to purchase merchandise to sell in New Orleans as well (Sejour 1846:79–80). Madame Durel later converted a room in her New Orleans home into a small shop (1846:80). Gehman describes the

Female street vendors became so successful and plentiful that “the Cabildo members in 1784, resolved to construct a central permanent market near the levee” (Hanger 1997:64). The central markets, were “in part created in order to tax and regulate New Orleans’ thriving [street]commerce” (Hanger 1997:64). Apparently, “few [free] women chose to or were allowed to rent stalls [in the market] directly from the city council” (1997:64). Soon, however, free women of color found their way into the Central Market by renting stalls from licensed stall holders (1997:64).

The establishment of the market did not stop women from selling goods on the streets of New Orleans, as Eulalie’s case shows. According to Bernard Marigny, in 1799, fifteen years after the establishment of the central market, Eulalie “had in her house on the corner of Barrack and Dauphine Street a room filled with goods where she sold them, and she used to sell goods also in the streets by her merchandisers” as well (1846:70, Appendix B).

The economic success of black female merchants improved the quality of life for them and their offspring. According Sejour’s testimony, after making their fortunes in retail, some women of color chose to leave the New Orleans. For example, Lise Perrault closed up shop after her partner’s death and left New Orleans for France (1846:79, Appendix C). Aurora Matou left New Orleans for France as well, but only after she left part of the $30,000 she made from her retail business to her son, who stayed in New Orleans (1846:79–80).
Figure 10

The six lots above were purchased by Eulalie and Eugene (see Eugene Macarty’s name on planes, E. Macarty). One of the lots facing Barracks Street could have possibly been where Eulalie sold her goods and merchandise. Joseph Pilié, Plan Book 104, folio 23 (104.023) July 6, 1826. Notarial Archives, Research Division. New Orleans, Louisiana.
Business Savvy

According to Gehman, women of color who participated in plaçage partnerships “had to be savvy in the ways of business and law in order to hold on to what they had been given, improve it, and pass it on to their children” (2000:213). According to the Brief for Defendant, Eulalie owned a large retail operation (1848: 98, Appendix F), a dairy (1848:98), and a number of real estate properties (Court Petition of Plaintiffs 1846:98–100, Appendix A). She also financed and shared equally in the profits of Eugene’s loan brokerage business (Brief for the Defendant 1848:98). However, in 1807, Eugene became ill. Fearing he would die, he drew up a will in which he left, $2,500 to his brother, Nicholas Macarty, $1,000 to his niece, and his remaining estate to Eulalie and their children (1848:99). When Nicolas learned that Eulalie stood to inherit the majority of his brother’s estate, Macarty challenged her rights as inheritor. Since Eugene never married, as happened in a surprisingly large number of cases, the children of color were the only immediate blood relatives recognized in their father’s wills. “[However], the law stated that such families, because of their illegitimacy, could inherit no more than one-tenth of the father’s estate, and that even that tenth was subject to loss if legitimate heirs sued to acquire it” (Gehman 2000: 211).

When Eugene recovered, Eulalie insisted that her investments and their children’s inheritance be protected “by using her own name in the transactions in which she was alone interested” (Brief for Defendant 1848:99, Appendix F). Eugene agreed, created a bank account in her name, and removed his name from the properties she inherited from her family (1848:95). When Eugene died thirty-eight years later, his family not only challenged Eulalie’s right to the estate once again, they also sued her to acquire it (Petition of Plaintiffs, 1846, Appendix A). Because of the protection Eulalie insisted upon from Eugene, she was able to successfully
challenge Eugene’s family’s claim on her wealth and keep it and her children’s inheritance (Brief for Defendant 1848:105–107, Appendix F).

**CONCLUSION**

My research adds to our understanding of free women of color through an examination of the lived experiences of Eulalie de Mandeville. It also attempts to expand the meaning of the concept of *plaçage* as it now appears in literature: by the examining kinship expectations and the financial benefits experienced by Eulalie and her *plaçage* partner Eugene Macarty. Eulalie de Mandeville was a free Creole woman of color born in 1777 who was loved by her white father and treated as the natural daughter of her white grandmother. She entered a *plaçage* partnership with Eugene Macarty in 1795. Eugene was a white Creole man who returned to his home in New Orleans from France with Eulalie’s father Pierre de Marigny de Mandeville and her first cousin Charles Oliver. Eulalie and Eugene had five children together and amassed a large fortune during their fifty-year partnership. When Eugene died in 1845, his white family sued Eulalie for her estate, claiming that she had no legal or moral right to the estate. Eugene’s family lost the case because it was proven through a nine-month trial that not only did Eulalie possess the skills to acquire wealth, but also that the new American laws against *plaçage* had no relevance in her case (see Court Judgment, Appendix E).

After a careful examination of Eulalie’s lived experiences, my thesis shows that the *plaçage* partnership shared by Eulalie and Eugene was more than an illicit sexual relationship between a white man and a woman of color. Rather, in this case, it was a socially accepted marriage between a man and woman wherein the individuals lived together in a monogamous relationship, procreated, established kinship ties and norms, and manipulated their resources to
benefit their family unit. Eulalie’s case challenges dominant images of free women of color that appear in the recent literature. Blassingame (1973), Gehman (1994), Martin (2000) and all present the notion of a remarkably beautiful free woman of color whose only skill and ambition in life was to use her sexuality to secure a wealthy white male partner. Eulalie’s story contradicts this notion by presenting a confident, resourceful woman who was loved and respected by her family and community.

Eulalie’s experiences further challenges recent interpretations of *plaçage* as an institution. For example, Eulalie was raised by her white father and paternal grandmother. According to recent scholarship, children resulting from *plaçage* relationships were “denied the familial closeness of the paternal relationship” (Martin 2000:69). But, Eulalie's relationship with her father’s family provides insight into the emotional connection shared between a white family and a relative of color in eighteenth century New Orleans.

A closer look at the relationship between Eulalie and her father’s family supports the argument that “race relations in the American Old South never fully emerged” in New Orleans (Logsdon and Bell 1992:204). This phenomenon is expressed by two factors: 1) “an extremely fluid society where a socioracial hierarchy was ill defined and hard to enforce” (Hall 1992:128), 2) racial openness established early in New Orleans (1992:240). This racial openness caused Eulalie to be considered “a friend of light” (Bernard Marigny Testimony 1846: 68, Appendix B) within the de Marigny de Mandeville family and a “natural sister” (1846: 68) by her brothers.

Eulalie’s relationship with her father’s family also brings to light the interplay between a white man and his children of color in eighteenth century New Orleans. Eulalie’s story demonstrates that, in some cases, children of color played a significant role in the lives of their white fathers. Eyewitness testimony documented in the 1846 court case *Eulalie de Mandeville v.*
Nicholas Macarty (See Appendices A through F) attests to the fact that Eulalie and Pierre de Marginy de Mandeville her father, shared a special bond. He trusted the care of his plantation to her, wrote of her fondly in letters presented as evidence during her court case, and entrusted her care to his mother, who treated Eulalie as her own child. Eulalie’s story does not reflect all cases of women of color in eighteenth century New Orleans. However, her story does offer eyewitness documentation that broadens our understanding of race relations in early New Orleans.

Eulalie is referred to in legal documentation as a “Free Woman of Color” (F.W.C.). According to Foner (1970), Blassingame (1973), Domínguez (1986), Hirsch and Logsdon (1992), Gehman (1994), Bell (1997), and Martin (2000), the free Creoles of color in New Orleans made up the middle caste within New Orleans’ three-caste racial order. While Clark (2007) contends that no such class distinction existed within the Creole of color community, my research shows that in Eulalie’s case, a tripartite racial order did exist in eighteenth century New Orleans. Eulalie’s racial descent, along with kinship influences, personal freedom, and upbringing affirmed her privileged position within New Orleans society—a position, that she utilized to its fullest potential.

Eulalie’s life experiences, in addition to Spanish laws and uneven sex ratios, may have also affected her choice to forgo a traditional marriage. By “traditional marriage” I mean a union between a man and a woman that is formalized by a religious or legal ceremony. According to court records, Eulalie’s father Pierre de Marigny de Mandeville may have arranged her plaçage partnership with Eugene. Spanish laws for the most part did not hinder plaçage partnerships in New Orleans. Uneven gender ratios, where free women of color outnumbered their free male counterparts, coupled with the fact that Eulalie may have also been the product of plaçage herself, may have influenced her choice for a non-traditional marriage. Whatever the
circumstances and factors, it was Eulalie’s choice in the end that determined her decision to engage in *plaçage*.

According to and Blassingame (1973) and Martin (2000) all white men involved in *plaçage* were wealthy and provided financial support and property for the women of color with whom they partnered. However, my research shows that this was not always the case. Court records show that Eugene Macarty depended on Eulalie’s inheritance for his livelihood and loan brokerage business (Brief for Defendant 1848:94–102, Appendix F). Moreover, Eugene was not allowed to partner with Eulalie until he proved that he was able to support her and any children they might have. Eulalie’s case proves that Eugene Macarty was not a wealthy white Creole man, but a hard worker who used Eulalie’s financial resources as well as her family name and influence to make a financially secure life for himself and the woman of color with whom he shared his life (1848:94–102).

Eulalie’s case exposes the nature of financial expectations between siblings, something that is not discussed in the current literature. According to court documents, Eulalie’s brothers Jean and Bernard Marigny contributed three plots of land between them to their sister’s real estate holdings. In addition, Jean Marigny left Eulalie his slave property upon his death and Bernard Marigny financed property for Eulalie in New Orleans and donated the lumber to build homes on the land she owned (Brief for Defendant 1848:90, Appendix F). Hanger argues that “much of the wealth that a free black in Spanish Louisiana possessed was passed on to them by whites and other free blacks through intricate kinship and friendship networks” (1997: 79). Eulalie’s case shows how the process Hanger defines operated in a single lifetime. Moreover, since the financial gifts made to Eulalie by her brothers began after her father’s death in 1800, it
can be assumed that Eulalie’s financial well-being did not rest upon Eugene alone, but also on her brothers, Jean and Bernard Marigny.

During their fifty years together, Eulalie and Eugene’s partnership made each of them wealthy. Eulalie showed knowledge of the law and an ability to protect her wealth and her children’s inheritance by insisting that “her own name be used in transactions in which she was alone interested” (Brief for Defendant 1848:99, Appendix F). Eulalie’s insightfulness eventually saved her estate from Macarty’s family when they sued her after Eugene’s death in 1845.

Eulalie de Mandeville’s plaçage partnership was not a textbook case. She was not raised by a wealthy quadroon matron, but by her father and paternal grandmother. Her partnership with Eugene did not begin at a quadroon ball, but as a friendship between a daughter and a family friend. Eulalie’s case helps create a context for the free woman of color that challenges the images presented in much of the literature to date, bringing her down from the heights of romanticism into the realm of reality.
NOTES

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1. The Supreme Court of Louisiana Historical Archives at the Earl K. Long Library University of New Orleans is the only archive on a university campus to house the Supreme Court records of a state.

2. According to William de Marigny Hyland: Bernard Marigny not only founded the Faubourg Marigny, one of the oldest neighborhoods in New Orleans (1984:12), he also founded Mandeville, a subdivision located outside of New Orleans in Saint Tammany Parish (1984:12). In addition, William contends that Bernard and the de Marigny de Mandeville family was one of the wealthiest men in Louisiana (1984:14–15).

3. According to William de Marigny Hyland:
Pierre de Marigny de Mandeville was born in 1751. He was educated in France and served in the French military in Guyana and as a royal musketeer in France. He returned to New Orleans and married Jeanne Marie Destrehan in 1772. [In] 1798 Pierre Marigny was promoted to the command of the Battalion of New Orleans with the rank of colonel. It was also during this year that he acquired in a property exchange with Laurent Sigur, [a] plantation adjacent to the lower ramparts of New Orleans, known today as the Faubourg Marigny (*A Reminiscence of Bernard de Marigny, Founder of Mandeville, 1984*).

4. The granddaughter of Barthelmy Daniel Macarty and Françoise Hélène Pellerin was none other than Marie Delphine de Macarty Lalaurie. Lalaurie is known in New Orleans folklore as being one of the city’s cruelest slave owners.

5. Anthony G. Barthelemy defines “Creole” as “people of French and/or Spanish and/or African ancestry in Louisiana, especially in and around New Orleans” (2000:256).

6. La Côte des Allemandes (The German Coast) is located in Saint Charles Parish about 27 miles from New Orleans.

7. An arpent is a French unit of measurement used especially in Canada and the southeastern United States. One arpent is equal to about 0.85 acres.

8. The *Bayou Terre aux Boeufs* (“Land of Oxen” or “Cattle Land”) is a long tributary of the Mississippi River that ran through two Louisiana parishes. The vast majority of this land was settled during the French and Spanish colonial period. Canary Islanders (Islenos) settled Terre-aux-Beoufs after Pierre Philippe Marigny parceled off sections in the late 1700s.

9. Faubourg Marigny is name for the plantation’s last owner, Philippe de Marigny de Mandeville (1785-1868). The Marigny plantation house stood near the foot of Elysian Fields, an Avenue in New Orleans.
10. According to Caryn Cossé Bell, “The climate of race relations in the city and the threat of an imminent British invasion prompted some free blacks to leave the country. On October 28, Claiborne noted the departure of large numbers of free persons of color for Cuba” (1997:54).

11. According to Caryn Cosse’ Bell, “as the pattern of a dual racial order spread through the South during the opening of the nineteenth century, a three-tiered caste system set New Orleans apart. The city’s unusual racial pattern contrasted sharply with the Anglo-American [dual racial] order However, a series of repressive race laws and anti-black sentiment eventually succeed in confining all persons of color into a separate and inferior caste (1997:65).

12. According to Tregle, by the 1820s:

So controlling had [the American] presence become … that newspapers regularly began to use the term commercial quarter and American section almost interchangeably, generally embracing in these designations the area comprising the First, Sixth, and Seventh wards of the city, extending from Conti to the upper limits of St. Mary. It was at St. Louis Street that Bernard Marigny drew the line between the “upper” and “lower” parts of New Orleans in 1822, proclaiming that the insufferable Americans had become so entrenched in the former and had so iniquitously enriched themselves therein at the expense of the latter that justice cried out for a new direction of municipal policy.

As the accelerating prosperity of their rivals increasingly distressed French champions of the lower precincts, the Gallic majority in the city council responded with deliberate sabotage of the wharf system without which St. Mary could not service the steamboat traffic upon which its prosperity depended. It soon became clear as well that what some called the “bosom of the city” meant vindictively to keep from the American quarter an equitable share of street paving, gas, lighting, and other major improvements, no matter how substantial its contribution to city tax revenues.

Gross ineptitude and flagrant dereliction on the part of the council only intensified the outrage of the American section’s commercial leadership at the discrimination visited upon them. Exploiting the considerable anti-French sentiment in other parts of the state, they finally, after many years’ effort, managed to win legislative approval for division of the city into three municipalities in 1836, guaranteeing each of them control over its own internal financial and economic affairs but retaining a single mayor, police force, and citywide authority in such matters as regulations of drays (carts used for haulage) and
hacks (a coach or carriage). Thus the compromise dividing line between the First Municipality (the city) and the Second (St. Mary) was fixed at Canal Street, with Esplanade Avenue serving as the upper boundary of the Third, roughly Faubourg Marigny.

This continued attachment of the Vieux Carrè, together with the maintenance within it of that architectural style which set the old city apart from the new, primarily accounts for the later commonplace contention that Canal became a kind of Rubicon dividing American and Creole population (1992:155).

13. Anti-black sentiment during the Americanization of New Orleans and surrounding parishes also aided in the destruction of the three-tiered racial order. According to Bell, areas outside of the city, particularly Attakapas, home to the largest concentrations of blacks outside of New Orleans (Bell 1997:85) “became the scene of a virtual reign of terror” (1997:85) for people of color. As evident by newspapers in Attakapas that referred to blacks as a “cancer upon society” (1997:85). In fact, The Patriot Newspaper “warned all free black residents of the region to flee the society of the white man voluntarily before [they were] compelled to do so by irrevocable decrees” (1997:85).
Figure 11

Map of Louisiana showing the Attakapas region. According to Bernard Marigny testimony, his first cousin Charles Olivier was resided in the Attakapas with his father (1846:64). Louisiana, parishes; Attakapas; Cote Allemande, German Coast, Indian tribes, the Opelousa (Oppaloussas) ---- From Mathew Carey's "General Atlas." New Orleans Public Library, Louisiana Division and City Archives: Orleans Parish, Louisiana.

Figure 12

Macarty Plantation located in Chalmette, Louisiana. New Orleans Public Library, Louisiana Division and City Archives: Orleans Parish, Louisiana.
15. Outdoor markets located in New Orleans.

Figure 13

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Nicolas Theodore Macarty v. Eulalie Mandeville (Supreme Court of Louisiana Historical Archives at the Earl K. Long Library University of New Orleans) 106 U.S. 61 (1846-1861) 626.

Petition of Plaintiffs. *Macarty v Mandeville,* 106 LA.2d 61 (1846) 626
Brief For Defendant. *Macarty v Mandeville,* 106 LA.2d 359 (1848) 626
APPENDIX A

State of Louisiana
Second District Court of New Orleans.

Petition of Theodore Macary, Eustace Mendellepino


To the Honorable J. A. Canon, Judge of the Second District Court of New Orleans,

the legitimate issue of his marriage
with Helen Perdall, née Montaul, wife of Henry Isely, by him duly
authorized, Jean Baptiste François
Le Gallant et Noel Barthélémy Le
Bouëx, all residing in this City.

Hereby, they represent

That they are

with the under named petition, due
on the present petition, to the legible

testament here, left by the late

Catherine Monnault, deceased in this City
on the 23rd of October 1848, and

whom deposition has been given in
before this Honorable Court on the
27th October 1848. Etc.

Nicolas Theodore Monnault Jr.
Charles Edward Perdall, Esq.,
William Amory, Esq., C.S.D.
Catherine Estelle Perdall, wife of P. C. Amory.
Joseph Adelaide Perdall, wife of J. C. Martin.
Mary Estelle Perdall, wife of Edgar Estelle, and Elizabeth Le Feau.

Mary J. Monnault, wife of R. Isely, Jr.
Robert Françoise
Le Gallant Jr., Noel Barthélémy
LeBouëx Jr., Estelle Marie Martin,
Edgar Estelle, and Elizabeth Le Feau.

Maries J. Monnault, widow of R. Isely, Jr.
Robert Françoise
Le Gallant Jr., Noel Barthélémy
LeBouëx Jr., Estelle Marie Martin,
Edgar Estelle, and Elizabeth Le Feau.

Maries J. Monnault, widow of R. Isely, Jr.
Robert Françoise
Le Gallant Jr., Noel Barthélémy
LeBouëx Jr., Estelle Marie Martin,
Edgar Estelle, and Elizabeth Le Feau.
drew 535. Josephine Menhuin, wife
Charles Menhuin, 1792. Théodore Menhuin 1792. Célestin Piéchon, wife
of Adolphe Piéchon 1793. Josephine Piéchon, wife of Charles Po-
chen 1793. Célestin Pdachon 1794. Marie
Anne Daunay, wife of Charles Thomas
1795. Marie Anne Daunay 1795. Jean
Paul Daunay 1795. Aimé
Daunay 1796. Marie Daunay 1796. Aimé
Daunay 1796. Célestin Daunay 1796. Julie
ne Daunay, wife of Théophile Talier 1796. Louis Daunay 1796. Jehan
Daunay 1796. Le Daunay 1796. Cornelle 1796. wife
of Louis Mélanchamp 1796. Marie
Nolle 1796. Charles Nolle and Anne
Nolle Nolle 1796. wife, Julie
ne Cornut 1796. Amaelie Cornut
1920.

That among the property
left by the deceased Eugene Maccary
and which has not been inventoried
are the following which are deeded
in the possession of Théophile Mélanchamp
in remand of Charles Nolle Cornut
is as follows:

1st. A sum of One hundred and
Twenty Thousand francs and one
hundred and eighty dollars and 50. which was
deposited in the Tunisian Bank
in this City, some days previous
to the death of Eugene Maccary
in the house of Théophile Mélanchamp,
wife Cornut, and the Co-
dues of said Eugene Maccary, which
sum has been withdrawn by her
on the 21st of October 1846, and was
The lawful property of the said Eugene Narciss, being the proceeds of promissory notes discounted by him, and deposited by him in the aforesaid bank for collection.

5. A sum of fifteen thousand dollars, being the principal, paid by Eugene Narciss, to T. Thomas, in this city, for the erection of a three-story brick building on a lot of ground, belonging to Estelle Munday, situated Hospital Street, formerly Davenport & Burtury's store in this city.

6. One acre named Melia info said city, purchased of John Nill, on the 8th day of June 1827, by E. Narciss under the name of Estelle Munday, for the sum of four hundred and twenty-five dollars, and paid by Eugene Narciss.

7. One acre named Terry, purchased of L. Redfield Best, on the 29th day of November 1837, by E. Narciss under the name of Estelle Munday, for the sum of Eight hundred and twenty-five dollars, and paid by Eugene Narciss, in the town of Westport, endorsed by A. J. Smith.

8. One acre named Greene, purchased from the estate of Munday, by Estelle Munday, for the sum of Eight hundred and fifty-five dollars, and paid by Eugene Narciss.

9. One acre named Henry, purchased of the above party, by E. Narciss, under the name of Estelle Munday, for the sum of Eight
Six hundred and thirty seven dollars and paid by Eugene Macarty.

7. One lot of ground purchased on the 25 April, 1866, by E. Macarty under the name of Catalia Mandeville, of Baptist, Amaranth and others for four hundred and twenty dollars and paid by E. Macarty.

8. One lot of ground purchased in the name of Catalia Mandeville at the Sheriff’s sale on the 12th October, 1866, and situated in Suburb Mandeville in this City, Monroe Street, between Mandeville and Marigny, Measuring four feet front on Monroe Street, on 120 feet depth, for seven hundred and fifty dollars and paid by Eugene Macarty.

9. One lot of ground purchased in the name of Catalia Mandeville by E. Macarty for Henry Beaman. Lynde of the Executors of Blackburne Beaman, debts and interest, in this City, on Collier Street having 40 feet front on Collier Street, by 60 feet in depth for the sum of seven hundred dollars and paid by E. Macarty.

10. One lot named Assane was purchased under the name of Catalia Mandeville on the 16th December, 1866, by Eugene Macarty, agent of the Executors of Manuel Mandeville, for the sum of five hundred dollars and paid by E. Macarty.

11. One lot of ground located near Suburb Marigny, designated by R.
347. Measuring 33 feet front on Washington Street by 138 feet in depth, purchased by Eugene Macarty under the name of Eulalia Mandeville of $1,000 for the sum of four hundred dollars and paid by him.

12. One lot of ground situated about Franklin in this city, in the space 145 feet, bounded by Ford Street, Franklin Street, Washington, and Market Streets, and designated by 162 feet front on Market Street by 177 feet in depth, purchased by Eugene Macarty under the name of Eulalia Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

13. One lot of ground situated about Franklin, Market Street, Adams Street, its measurements 142 feet front on Walthall Street by 174 feet rear and three feet in depth, let No. 2, adjoining lot No. 1 and measuring 13 feet front on town line by 150 feet rear and three feet in depth, said lot was purchased by Eugene Macarty under the name of Eulalia Mandeville from the Sheriff of the Parish of Orleans on the 1st of August 1843, for the sum of Five Thousand and Seventy dollars, payable 12 months after date in a bond, which at maturity was paid by E. Macarty.

Petitioners further represent that the property above
detected, and the sum of One hundred and Eleven thousand for three
and eighty dollars and fifty dollars, and $57, depo-
stit in the Louisiana Bank by
Eugene Malooy, to the credit of
Eulalie Mandeville, and withdrawn
by his steps before the death of the
same Malooy, and the sum of Eleven
thousand dollars, paid by E. Malooy
to Somebody for the creation of the building
Eulalie Mandeville's lot, was the
 lawful property of the late, that
the land was earned by him, and
had always been under his control
during his life time, and was placed
under the name of Eulalie Mandeville,
in the form of a donation inter
vivos, with the fraudulent purpose
of evading the law, and depriving
the legitimate heir of the Estate.

It is further stated, that when the said Eugene Malooy
deceased, some fifty years ago, took
Eulalie Mandeville as his concubine, she was entirely destitute of any
means, except of a tract of land
situated in the Parish of Pointe-Char
een in this State, bequeathed to her by her
father Mr. Mandeville de Marnoy
which tract of land has always been
and is still now supported by
her from that parcel, the late Eugene Malooy
Estate had received from her father
more than the sum of $5,000
the concession of the Department of New
Orleans, under the Spanish govern-
ment, a tract of land and settling
which, after the date mentioned.
64
left in the Louisiana Bank by Eugene Maury, under his name, by
withdrawal by her legally on the 3d of October 1845, the sum being
the property of the late Eugene Maury with legal interest from the
date of the withdrawal of said sum.
4. Paid — 2d the sum of eleven
thousand dollars, being the said
said paid by Eugene Maury to E.
LaMothe, in the section of absolute
as above specified, on a lot of ground
belonging to Eudalie Mandeville
with legal interest and privileges on
said building. If that the sale
of all the said and landed property
above described be declared null
void, and the same restored to the
deposits of the late Eugene Maury
as being fraudulent and paid by him,
and placed under the name of Eudalie
Mandeville, as a deed in writing
made Contrary to law, and in the
fraudulent purpose of deceiving his
legitimate heirs of the said property
after his death, in order that the
said above described property, lot
of ground, house and house of
business, be brought back to the estate
of the deceased Eugene Maury to
be divided among your said heirs
and his other aforesaid heirs, as
Contrary to law, and that the said
Eudalie Mandeville be condemned
to pay the debt of this suit, and
pay as much as the nature of the case
and equity may require, and
Pétition

A l'Honorable & a. Honneur, juge de l'Audience Générale de District des
Nouvelles Oréans

La pétition de Wes
lei, Theodore Macarty, Charles Edward
Stratford, William Amory, ett.
Catherine Editha Stratford, épouse à
Henry Edward Strain, et de lui
donnant autorité à cet présent,
Adeline Editha Montpelier, épouse
C. Edward Wiltse, et de lui donnant
autorité à cet présent,
Louis Es
Bian, agissant en son nom et en
faveur Minnie Edgar, Editha et
Elizabeth A Kellogg, et de son
mariage avec Ral Stratford, Eve
Montpelier, épouse de Henry Sire,
et de lui donnant autorité à cet
présent,
Jean Laphare, François
Bottens, et Neil Rathbun,
Le Fleuron, tous demeurant en cette ville

Expertoire respectueusement

J'ai dit soulignant les
parties de la dette nominative de
Catherine Editha Stratford, épouse à
Henry Edward Strain,
de lui donnant autorité à cet
présent,
Adeline Editha Montpelier,
et de lui donnant autorité à cet
présent,
Louis Es
Bian, agissant en son nom et en
faveur Minnie Edgar, Editha et
Elizabeth A Kellogg, et de son
mariage avec Ral Stratford, Eve
Montpelier, épouse de Henry Sire,
et de lui donnant autorité à cet
présent,
Jean Laphare, François
Bottens, et Neil Rathbun,
Le Fleuron, tous demeurant en cette ville
APPENDIX B


that Eugene Larabee was the real person intended, and that the name of Culbidge Mansfield was only used to seem certain persons what that Larabee had in view.

Answer
The only answer which witnesses can make to this question is that he Considered Larabee as his client, and Consequently Considered him as interested in the suit.

Defendant by his attorney J. Smith Long, who was above mentioned, was preferred to Mr. Sparkes, declared in open court that he had no objection to the continued answering them as he thought proper.

Plaintiff now filed in Court the

book of the Trust of James who Eugene Larabee is account was kept. Copy of which duly attested by E. B. Smith, Commissioner of Deeds, will be furnished and filed with the record of both parties.

Plaintiff's have also introduced certificate of Register of Conveyances, now filed and marked No. 3.

Plaintiff's have also introduced evidence proving only the introduction being after Mr. Larabee acts or interest of them.

B. Hervey sworn for defendant.
Said he knew the defendant, Estelle Mardullo. He passed in the family of Witstate as being his natural father. He had been known for about five years prior to the death of his father who lived on the 14th day of May 1877.

Defendant has introduced said documents in evidence marked A, 18, 19, 20, 21, and 22 and filed.

Witness said the above documents are without date but were written previous to 1875 at his father's house on the 10th day of each year. Defendant was looked upon as a friendly host by all his family.

Witness says that his father gave defendant a piece of ground naming 96 square on each side of Bayou Bief about the year 1818, that when his father sold the Bayou Bief plantation to Mr. P. de Coues at the entrance of Town and land he gave her the defendant, his brother the land and 80 head of cattle which he had taken from said plantation. That when witness had lived in Natchez he laid out, he passed to defendant the sale of two lots in Natchez. First, the lots were about 40 feet by 120, but that although by the act, the two lots appear to
have been sold, one of said lots was a deviation from William; these two lots of ground are the same designated in the act now introduced and filed and presented.

As at that time, the defendant owned a saw-mill, by said defendant the lumber with which the built on said lot. In the year 1803 or 4, the brother of said Jean, Peter, Mariguy, gave defendant 1500, with which he bought a lot of ground in Hopkinton, and from Peter Gaydon and from said Jean he has since built upon.

That the brother of witness died in 1807, and left the defendant as a legacy a slave named MacNeel, lily died about 20 years after.

The estate which the late said father had given defendant the defendant with a portion of them, and the remainder which was sold by said defendant, she had sold upon the plantation of witness father, which is now known as

Mariguy. This is all that evidence of the defendants affair, which are positive and personal to him.

Witness being sworn, the present saw-mill and mill acts, says that it is in the proper hand writing of S.D. Mariguy, his brother, and that from the character of his brother and the
 formas of the document he partly believed it was a donation.

Witness says that after his father had sold the plantation at two acre lots, Eugene
Macarty and Mr. Wireman liked that part of the plantation which
affordable became farming.

Marjory and brother the land around the city. They paid from $60
to $70 dollars per month for it,
and cultivated it as a vegetable garden. I was on that because
that position of the cattle, which
Macarty father had given to the
landlord, and brought there and
applied to the establishment of a
dairy on the land. Miller had
press as far as to own property.
He had always been a defendant
returning dry goods. He was en-
gaged in that trade as early as
the time when the arrived.

The plantation of cotton, tobacco, and
rice and beef, and other things,
goods to the Spanish gale.

Statement weir, Lake in Texas.

Can recollect: the defendant has
always been a very steady labor
picking industries and cotton,
but is a very intelligent
farmer. Witness says that the
property purchased by defendant
from these sales in Hospital
Street is situated between Broadway,
and Broadway Heights nearby of
posto to the Gilbert Leonard.
This is the same which the
built upon in 1839, as he knows
of no other property of his there.
Defendant by two now deceased
after the death of his first grand
Mother, Madame de Sabory,
sometime in 1799.

Witness knows Charles
Olivier,  he is his first cousin, he
was about 23 years of age, about
in 8 years old that married.
Charles Olivier returned from
Algiers with the father of witnesses
in 1799, and returned to Algiers.
The year
1799. He went to reside in Ait Lanta.
He lived with his father, but as
Olivier was a young man, he was
very often in France and lived in
the vaccinated family. Witness knew
Cyrus Macarty, he took up with
his defendant about the year 1796.
Macarty returned from France
in company with the father of witness,
in 1799. His father and the
Macarty placed Cyrus on a
plantation in 1799. The belong
to the defendant, and in 1799
Cyrus Macarty dealt around
him $200. Macarty bought with
this one a few slaves and in this
he leased the vegetable Garden.
The town of 500 dollars allowed
the return of the Plague,
the agent of 2000 dollars sometime
in the year 1800 afterwards.
Cross examined
Witness says that when & Mr.
Party returned from France he was about 30 years of age; but when the Party loaned him by his wife, he purchased one a box of goods, and traded upon the money; he bought the Savage & vegetable garden as above stated.

Wm. Hall says that when the Party was on the plantation when his brother had planted him, he sold wood, milk & butter and sold his money. Defendant was 14 years old when he got up with them. He at first traded his father of witness gave defendant money when he ran away himself with Masaedy, but that he was only 14 years old at the time, and too young to know anything about it. When Masaedy took up with the defendant, he sold on the plantation of his father for Masaedy, and used to cross the river and come and see the defendant, who lived at town do Mandeville, the ground another of witness. Masaedy was a very active, industrious, and economical young man at that time; wildness had always known him as such.

Witness has seen Masaedy when he lived on his brother's plantation, buying a coast loaded with wood, but whilst he downed it at the edge of the forest, a came into the city and sold
it he does not know. He says he has always known Macarty but not intimately; that he saw him but few times, and that he had no money transactions with him. Mr. Macarty always had credit in bank and could obtain money without being shamed. Mr. Daily was industrious & put out his enemy at school. Mitchell says that it is not to his positive knowledge that John Macarty's killed his brother. It is not true that he should not when he all he had acquired something, and should be in such circumstances but that from his father being a rich man and without children, he should procure so.

That at the time that Mr. Daily went into partnership with Macarty, he said, well, and said, and he said, and said a word or two, and had a number of business and had a number of business. At that time, that in the business was business that besides the cattle of defendant at the place of Macarty, and Macarty there were cattle, and which belonged to Macarty, which they had bought which they sold their wood. It was said at the time that Hearn sold money on which Hearn says that the Crown says
by defendant was sold to Mr. Party and Mr. Warden. Defendant had about 12 cows at that time. Pitch cows with three week from 1858 to 1860. Defendant had three large stores where the day goods in the streets, and the sold goods in this way for 40 years. The issue had a cow that she had a boy who had gone to Europe on his visit, where he brought out an enormous of goods, and a small store was opened in his route. This was done in 1859 or 1860. 2 years ago, and was not conducted regularly, but at two or three different stores. Matter is needed to have considerable change of money in his hands, which he placed at interest.

It must be noted that the Party had the reputation of having a great deal of money in the hands of 1859. At that time he does not think that a yearly amount was made. One yearly amount, but did not make many sales. Matter continued on the line of a yearly amount. At a year of his death, and before he died, it was supposed that the amount he had in hand must have increased very greatly. The kind of business followed by Matter would not have brought in much money, and it must have been a very lucrative one, his business was very extensive.

Question by Plaintiff: Whether the defendant followed
by Eugene, Macready was not more valiant and more licentious than that followed by Catholic Montrose.

Answer:

That both were very licentious.

Witness said that defendant had his children by Macready; someone had any by any other person's one daughter and four sons; they received a very good education. Eugene one of his hands was brought up at the school; he does not remember if her other hand was educated too at the school; her daughter was educated there.

Witness being asked whether he knows either personally or for having heard in his family that his father give at one time 2000 pounds and the sum of 3500.

Witness answered that it is probable that his father may have given 2000 pounds, as it was generally done by fathers who had natural children to give money in hand. As main in Spain, Count Berst de Fontanac, about 12 but he has no personal knowledge of the fact and has never heard of it in the family.

Witness says that presumably the reputation of having a good deal of money preceded it. Was examined in Chicago.

Witness says that when Macready and Macready dealt in freemasonry, they had horses traveling from the lower Marches, they took a
portion of that went from the plantation given to the defendant by his father, with early and early money sometimes in the name of the defendant, and latter under that of the defendant, altogether.

Allice says that the defendant has paid her money for the goods of the defendant.

Witness says that he has heard from the defendant's father.

Said witness and his early money went off of the plantation given to defendant by his father, whether the plaintiff for his account, but supposed that it was paid for, as things are not given for nothing.

T. B. (stamped) verdict for defendant.

Said witness has heard from the defendant's father.

Said witness has heard from the defendant's father since 1810, at that time, defendant had some persons who returned some goods in the State; that line of business was then conducted at that time from Connecticut with that said James who succeeded him in the business; he never knew that defendant had left off the business.

Witness was a child with Mr. Conner, and it was there he saw her and sold her goods. She enjoyed good credit. Witness says that the house of Conner at
APPENDIX C

[Content of the page with the text of the document is not legible in the provided image. It appears to be a legal or historical document containing various paragraphs and possibly witness statements or legal arguments.]
First of this business, understand, said Mr. H. Armstrong, across the table, agate table, granite table. Louis Berman had made a fortune at it. Professional comeback is well off by it, though not so well as this. Here, and Mr. Gavett, Mr. and Mrs. Gavett, at a small fortune at this kind of business. Almost all business went up from 1836 to 1840. Defendant had relatively extensive business then. Told his wife, do not know, how defendant invested his fortune. Almost said defendant very often, but only on business.

Cross examined.

Louis sent he has been in business since 1836 up to 1840. When he arrived, witness knows present, who would make a living by selling at retail, but they are not on to learn a trade or do real work. Witness says that he cannot say what defendant was. Defendant was reimbursed by any of people. He says it was at that time, and first time, and there is not money as a person who thinks about. There was bound to make plenty. Bank was zero, was zero, and paid out. Witness did not know of defendant, petition any additional work besides the retailing. Witness says that, Mr. James Berman on Boston took this money from the people with whom he lived, that made money, only by light work.
On the trial of the case, it was told off. The witness says that the

defendant did not live with a white man. Another witness lived with a white man named White. Since dead. Agile carriage seized with Mr. White. Witness says that when the defendant left the country, he was worth from 20, 25 or 3000 dollars, which at that time was considered a fortune. The defendant did not much about the same amount of money. Witness says that the reason why. He says that the defendant had withdrawn with the above fortune is because he told him to, before leaving Louisiana, to pay bond and live in France where the defendant had. He had relations at the left over about 10000. The took away part of the fortune and left the balance in the place. He only had one child. Witness says that at the time the defendant had no debt. But that afterward he began to make debts to France, he opened a store. Examination of child resumed. Witness says he did not know how many Merchants defendant dealt with, but he settled here, in the country this frequently.
Joseph B. Shuck, witness for defendant, swears that he knew defendant, had known her for 40 years. He has always known defendant as a laborer since 1799. Witness told plaintiff goods from defendant a few years since, when her son Charles went to France. Witness says that the defendant sold milk and meat to a dairy. Witness says that defendant told me from the place where his property is which is in the State of Maine, and that the property on which a brick house has been built, as having belonged to defendant many years before.

Court warranted.

Witness says that he know that the property in which the defendant resided and that it is a State of Maine and that he purchased the property from the State of Maine and that he told him that it was the same.


Joseph B. Shuck, witness for defendant, swears that he has known defendant 40 years, that he is 74 years old, and the 20th day of December 1799, he knew Elizabeth Brown as a laborer. He knew her from 1791, when his first daughter was born, and became better acquainted with him afterwards. Witness Brown is the only son of Thomas Brown, who resided in the town where Thomas Brown resided himself with
Joseph M. Fiske, witness for defendant, deposed, that he knew defendant, and knew her for 60 years. He has always known defendant residing here since 1799. Defendant married good Crown defendant a few years since, when her late husband died, from whence defendant had moved. Witness says that defendant told him that defendant had a dairy. Witness says that defendant told him that defendant had moved from the plantation of defendant at hire one and a half mile, and several years, which is what witness knows that the property on which a brick house had been built, as having belonged to defendant many years back. On that premises, defendant said he knew that defendant had moved off of defendant's plantation, and that it had been purchased from defendant, defendant's estate, by a man who told him that it was Otis. T. Smith.

A. T. Smith, defendant's husband, deposed, defendant deposed, defendant deposed, defendant, deposed, that he was 76 years old on the 30th of July 1853. He knew Joseph Fiske well; he traded him from the year 1799, when he first came here, and became better acquainted with him afterwards. Witness cannot preclude the time when defendant Connell himself.
defendant: it is too long drawn.

That when the deceased's husband

lived there after the year 1796, the deceased

had no children. Defendant became

domestic service, and in 1798 she

left. Some time before 1797, she

had married about that time with

Mrs. Marrone. Mrs. Marrone

brought the defendant as her own

daughters and sisters to the house. Witness could

remember what time defendant be-

gan to work, but knows that after

leaving engaged extensively in dry

goods. Defendant had the right

to examine preserved goods. Wits

remembered that after the

Marriage, witness purchased for

defendant several goods, that defen-

dant last in the town of

Opry and Marrone bought

a room filled with goods and then

did them, and she was to sell

goods also in the market for her

benefit. Witness himself

remembered having purchased goods

and paid for them at the store

to whom allude B. Witness

lost a remarkable quantity of

cotton, and goods bought at

the store. She is not well, and

could not keep up the

merchandising. The business followed by

defendant proved good, but been very

profitable, for goods sold very high. Witness

cares that Clancy Marrone

had the reputation of being a benefi-
and that he showed at a high rate.  
Justice by defendants.
Did not majority put out money belonging to Eulalia Mandrilez
at Iberville?

Counsel:
Majority held him to himself;
This answer is subject to all legal exceptions.

Counsel examined.

Counsel says that he cannot fix the date when his wife first brought goods from defendant, that if his memory was as good as it was
previous to 1 August 1841 at which time there was no bond by defendant, he could fix the day and the amount.

Counsel says when defendant first began trading in dry goods.

Defendant had offer of evidence, and he is now filed and marked as Exhibit B, No. 12.

Defendant also introduced in evidence subject to all legal objections 12 documents now filed and marked as

Document No. 11.
Filed May 6, 1841.

Document No. 12.
Filed May 6, 1841.

Document No. 13.
Filed May 6, 1841.

Filed May 6, 1841.

Document No. 15.
Filed May 6, 1841.

Document No. 16.
Filed May 6, 1841.

Document No. 17.
Filed May 6, 1841.

Document No. 18.
Filed May 6, 1841.

Document No. 19.
Filed May 6, 1841.

Document No. 20.
Filed May 6, 1841.

Document No. 21.
Filed May 6, 1841.

Document No. 22.
Filed May 6, 1841.

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Filed May 6, 1841.

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Filed May 6, 1841.

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Filed May 6, 1841.

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Filed May 6, 1841.

Document No. 95.
Filed May 6, 1841.

Document No. 96.
Filed May 6, 1841.

Document No. 97.
Filed May 6, 1841.

Document No. 98.
Filed May 6, 1841.

Document No. 99.
Filed May 6, 1841.

Document No. 100.
Filed May 6, 1841.
en alhucenas hermanas fueran al
Eugénio Macarty y Pedro a 2½
ínterés.

1843.

Augusta I, sus derechos a un
Bratia Brother el otro de SS.| Macarty en $4000. a 1½ de
Comité. 1844.

Reto labada el 8 de mayo 1847.

[Signature]

Document of
5th July 1847.

Novaia, Cuba.

[Signature]

Pacto de 1844.

[Signature]

Of Contract 1845.

A quien de este título la señora
l. Manuela Garcia por esta pueza
de Cumbre (llevando el de los
la señora, y hacer) a la
vicio de Dn. Rafael Maceo y
la cantidad de dos mil pesos
valores recibidos de los arrendado por
anotarse en la Oficina de
volumen de T.S.

[Signature]

[Signature]

A Dn. Eugénio Macarty

New Orleans,

[Signature]

Pague a la orden de la señora
del Cachilo, valores en Cuentas
el mismo

Cuba para el cobro

[Signature]

Received payment

Cachilo
Judgment.

State of Louisiana
Second District Court of a New
Orleans

Nicolas Thibod Duvaut et al
vs.

Sylvia Manville

Judgment rendered 12 June 1897.

The Court having taken
the Case under Consideration Monday,
delivered the following Opinion in said
cause, and ordered the same to be reduced
which is as follows, to wit:

This Case is one to be viewed a bad instance
of the greatest violation of every sound
law of every civilized state.

Sylvia Manville, a
woman whom all the evidence tends to
establishing under a very unmanageable
head, formed, sometime in 1793 or
1798, an illicit Contract with a
Colored woman named Celeste Man
Moufette.

Though they lived it out with
very limited means, yet in a short
time, each of the above abjured
every power and using all and very
money which the times and chance
Mandeville offered, they and
each of them made some money
which in the course of years in
earned and was divided into a
very large fortune.

Then they had
friends, and some one of the plaintiff
did not decline to settle money upon the defendants, her brothers David, and to wit, thereto, by the act, and making name of "sitter", that warranted, receiving the possession of the money in strong of that period. The defendant and defendant had numerous children, which according to the testimony, appears to have been brought up with some care.

The 25th of October, 1846, several

necrose, action of the land. The defendant, and wife, had a large number of legitimate issues, who were the present defendants for the recovery of all the money mentioned in their petition, and other property, received in the amount made by said defendant, in said Court. It is contended that he is precluded by plaintiff, alleging that they are a part and portion of the estate of the defendant's estate.

It appears that all the land, debts, money, the house, and the buildings, were at the time of death, owned by said defendant, and in the possession of said defendant, the defendant, and that they have been so for a long time previous to that event.

Plaintiff contends that the whole was the property of Elenor Warren, and that the deed of 1820 was void and
seven thousand dollars, and eighty dollars and thirty cents, payable in the Town of Stark, by Eugene Marnay to the order of Felicite Mardnette, and withdraw by his own time before the death of Eugene Marnay, and the land of eleven thousand dollars paid by Eugene Marnay to Felicite for the construction of the buildings on Felicite Mardnette's lot, and the transfer of the property of the deceased, that the seven thousand dollars was earned by him, and had always been under his control during his life time, and was placed under the name of Felicite Mardnette in the form of a donation under deed, with the full intent and purpose of meeting the law, and achieving the legitimate share of this estate.

The defendant, then at after date, that when the deceased and the defendant began to live together, they had very limited means, and earned a small sum of money from one of his sisters, which he placed in the name of the deceased and the defendant had a small tract of land, on which wood was cut down and sold, some money and some wood. The deceased went out selling wood, woodcutting, and farming, atctually stated, whether the defendant has benefited with her each other, or also with defendant's money if not fully accounted, however, and
of the enclosed Copy, that the acting sentiment was to carry on demands, that he would have no one under his control to keep money uncirculated. Did you not know above twenty or three times, in the six months, previous to his departure, that you were to be expected to report on two and in the City, near the City, yet he stayed and in the name.

The (Devis and Estate) said, between an agreement, and we doubt, perhaps, that the strongest he ever told, he will not consent to both of them, that their own children, and for his, until he have obtained the same of his labor, those collateral there for whom they did settle, or no more.

In the meantime, it is known that there was a plantation, in the Island of Cuba, on which he spent large sums of money, and to also acquire considerable amounts to cultivation of his settled in the same manner, the whole amounting to a large part of his property. Nevertheless, to our eighteen thousands and twenty-two, the law, as to dispossession, and all that relates, potential living, in the City, Colborne, was not do things, at a time of it is now. Act 111 of the Queen's Code, had not been promulgated, and what is now prohibited, and
90
has not been shown that
the act introduced in evidence was
made by Eustace Mandeville,
for anything else but sales, in that
she was not the purchaser.

2d. She may have paid the
price with money to her previously
owed, as appears from an entry in the
register, made in the form of the
deed, which remains what it is, to
this: The act of sale of certain
property or lands to Eustace Mandeville,
in which there is no simulation of
reck or simulation proven.

At the same time of
purchase, deposited in the Bank of
England; the balance, gain by
relinquishment, a balance against
other
sells, have to it, so that the dispute
made by Eustace Mandeville, are
only what they purport to be shown
A. Page 1 and B. Page 2.

The evidence in the
Court examination, and "Eustace
Mandeville," heard. The answer to
A. was that her
self, Dr. Drake, for her own, that
were for Eustace Mandeville; for
your property, to deposit in the
late Mandeville, does not think.
be our law Caesarly to
more than three or more of the
Bankers" that testimony does not
affirm what was the amount of
the account when first opened, and it
is shown that before opening her
account in the banks of Colon" the
Defendant had a low balance in
her name in the Colonial and
Caledon Banks.

This evidence taken
also with the account
opened in the name of Colonel
Walcott is very strong, and
causes hardly seem to doubt the
Court can take it as it is, and
as the parties have made it out.

The Court cannot
fail to satisfy the numerous
substantial testimony introduced
by Defendant in her behalf and
Defendant

I may be said
that testimony equally abundant
and equally deserving of
confidence of the tribunal, has been of
ford by plaintiff, and that has
fully established that the deponent
was a close fellow and most hard-
headed advised, without thought or
bull in her line of business, that
how he may have been otherwise,
that he must have made a large
fortune; all this is very true, but
t has not been shown, that this
assets described in the petition, and
which have been paternally publishe
him, as the agent of Squatter M. B. Smith, the defendant in the Transcript, and get".

Do doubt domestic power have been very anxious to increase defendants' (former) future, as may have been stated above. The court proceeds, and record what he did in a rush to lose (Citation: Cured testimony) because he knew that said (whence love to rect to his children)

Whatever may be the conclusion, the testimony is that (sex) which does authorize the Court to determine and decide what plaintiffs have satisfactorily made out their case. O. P. and the [wresting of the subject described as from: changing, as议事, between, and of place of description, then in the proper thing]

I submit to the Court, advised and desired to understand that testimony be given against (at all) in the form of a new oath and that their petition be also printed with Index Third New Series 39, Third New Series 57, Index, Volume 28. 1817.

Apprised, C. A. Cramer, Judge.
APPENDIX F

IN THE SUPREME COURT.

NEW, MACARTY AND AL., V. KULLIE MANDIVILLE.

BRIEF FOR DEFENDANT.

The plaintiffs are some of the collateral heirs at law of the late Eugene Macarty, who died on the 4th of October, 1845. Their forebears, being, that from 1738 until his death, Eugene Macarty lived in conjunction with the defendant, who is a collateral woman, and had a number of children with her; that he acquired a large fortune, which, at the time of his death, was in the name and in the possession of the defendant, and that an moiety is belonged to the decedent, who had made use of the defendant's name for the purpose of conveying his estate to his collateral family, to the prejudice of his legitimate relatives. They pray that the property which they specifically declared to belong to the estate of Eugene Macarty, and that is may be recovered, and disposed of as part of their estate, and distributed among the plaintiffs and their co-heirs, according to their respective portions.

The defendant filed exceptions (page 21) which will be noticed hereafter; and an answer containing a general denial (p. 28).

The defense is, that all the property claimed is only, honestly, and legally the property of the defendant. The
[2]

subminser evidence in the Record all being upon this point.

The case presents many questions of fact, except the plea contained in the exceptions of the defendant (p. 83); the plea of prescription (p. 86) and the bills of exceptions (p. 86-87) to the conclusion of part of her testimony, believed to be as legal as it is material. Although thus restricted in its defense, yet so conclusive was the rest of the testimony, that the 2nd District Court decided in favor on her main defense to sat: that the property was hers. And, believing that the latter testimony will produce the same result, the Court, shall principally endeavor in this brief to aid the Court in the examination of the testimony by closing the issues under affirmative, and by reference to the parts of the Record proving the statements we have to make.

The position taken (p. 7) and it is nearly correct in this particular, that the deposition of Eugene Minary and the defendant’s examination about 1795. It was somewhat earlier, but also material. The petition states (p. 8), and many of the 3d witnesses, denied that Minary had then nothing; having spent his little patrimony in a trip to France. The petition states, and it is besides proven, that Minary, his sister, and all, 25000 to be remitted for which he should be able to do so. With this sum he commenced business, bought the seventeen shares, traded, in 1805, a garden, where Abner Minary grew turnips and vegetables for the market, and was sufficiently prosperous in his affairs to return the loan of 5000 in 1800, or about the same time (B. Minary, 119). Previous to his removal to the city, he lived on a plantation about twelve miles below the city, then belonging to his brothers, J. B. Minary, and more, go. Imp-edre (B. Minary, 119). There he sold butter and milk and made wool—and he was vitally very industrious. Abner Minary received having seen him during a very fast, with wood to the city (p. 161). He also hired a negro
tain Mnoe. Amers, who sold wood for him (Venance Lo-
Blanc, 312). There he became acquainted with the defen-
sant. She is the daughter of Pierre Marigay, the father of
the witnesses, Bernard Marigay, and lived for the plantation of
Mnoe. Mandeville Marigay, her father's mother. This plan-
tation is situated on the river, at the commencement of the
Pelican arbor, near opposite the plantation, on which
Bernard Marigay resided. She was treated with regard,
care, and affection, by all the members of the family
in a manner befitting the position of the family. We have,
in this paper, not only the testimony of two gentlemen—her called children of her called mother, who grew up with her under the con-
note the names of Charles Oliveir, of Antesia, (p. 46) and Bernard Mar-
igay, (p. 165)—but even written evidence. On the 20th
of July, 1760, Louis Troudas measured her a tract of
land of 3 arpents square by 40 arpents in depth on each side
of the Bayou of the Terno arbor, and Pierre Marigay,
who was present and attending the survey, declared that this
land had been given to Fabius Mandeville by his mother
(p. 113). On the 27th November, 1697, Bernard Marigay,
and J. F. L. Livaudais, the latter acting for his wife, then
the only surviving heir of Mnoe. Mandeville Marigay con-
cluded this donation by a notarized deed (p. 279). On page
165, et, will be found five signatures or names written by
Pierre Marigay to the defendant. They bear no date but
they must have been written before the July of May, 1696,
when Pr. Marigay died, (Ibid. Marigay, 18). They breathe
the most affectionate feelings, and claim considerable con-
sideration in her judgment. Her father gave her directions
enabling her to do on the plantation, enrolls her
about buildings to be put up. When her father sold
the plantation, he gave her from sixty to eighty head of
cattle, she sold twenty of them, and kept twelve milch
cows, with which, she kept a dairy in the year 1697 (414).

96
In 1802, Jean Marigny, Bernard Marigny's brother, gave her $350, with which she bought a lot of ground in Hospital square, from Pierre Lucalso, (Bk. Marigny p. 137.) The act of sale is of the 20th of March, 1805, (p. 322) the price was $350; she still owns the lot, which is the same on which she had a house built in 1805, by Lecatier, for $21.70, (p. 38.) On page 130, is a receipt by Jean B. Marigny to Philip Madoreville, for $125, for the price of the negro named Vandier, and a request to the signers, to give him a good price at the trial. Bernard Marigny says that he lived in his house, that this was a donation. (p. 137.)

In 1807, Jean Marigny died, and left to the defendant a legacy of the duty Mobile, who died 20 years afterwards. (p. 137.) When Bernard Marigny had one following Marigny, he sold it to his two sons, by act of Sept. 22, 1805, (p. 147) for $1,000. The sale of part of these lots was one, the other was a donation. (p. 147.) Bernard Marigny having at that time a saw mill, he gave the lumber to build on the lots in Morgan street, (157.) Charles Oliver has heard it said from the family, that her father had given her $3000. Bernard Marigny were intermarried on this occasion. (p. 145.) says that he does not recall having heard it spoken of, and he was only 11 years of age, when his father died, and he thinks it at all events very probable, that her father gave her money, when she formed this connection with Marigny. This was a notorious custom, entered into with the consent of her family, the reasons for making the marriage the law would permit, and looked upon as necessary binding, much more so, than in those days. It was thus customary for fathers to give money to their natural children when they contracted such pseudo-marriages. (p. 149.) For three years afterwards—until 1799, when her grandmother died, she remained at the plantation. (138.) Her eldest child, Emile, afterwards More, Chief Rigaud was born there.
Pierre Marcey mentions her, in one of the letters he wrote her from the city, (115, 84). Then, already she was carrying on a trade in dry goods, with the women of the Spanish settlement, at the Torre aux Bœufs, (125, 127). This trade she continued after she removed to New Orleans—and it will be seen, that it soon became very extensive and profitable, and that she continued it, until within a few years past.

It is thus made quite certain that the defendant had a trade and business of her own, and that she commenced the building up of her fortune with greater assistance from her family, and with some pecuniary advantages than Marcey. Marcey in the premises was not idle. He formed a partnership with Minouche, raised vegetables for the market, had a dairy which was composed, at least in part of the defendant's cows, (127, 128, 129), cut and sold firewood, which was also made, at least in part, on the defendant's land at the Torre aux Bœufs, (128). Thus from this early period a connection of commerce existed between them, he treated her fortune as his own, we cannot doubt that she confided to him her earnings for investment, and that the small loans Marcey made in early times, were made in part, at least with her money, and we may well believe Martin Dunham, (78), and other witnesses, who say that Marcey told them at all times that he was doing business with the defendant's money. In no other way can we account for the use that was made of the defendant's means, for a given balance of yarn, for with the exception of a sale made in 1819, by Eugene Marcey, himself, of a lot of goods for $5,000, (3) we find, until 1822, no entry in her name for a few purchases and sales of slaves, representing together but a very small sum. It is more than probable, that Marcey trusted and considered the defendant as his wife, and his destiny as linked to hers for life; that she having entire confidence in
but, never called him to account; and, that as the law then in force, did not contain the prohibitions of the cost of 1825, of which the plaintiffs now endeavor to avail them- selves; the defendant was not amenable to her property, separated from McCorvy's. In 1827, McCorvy being sick, and believing that his end was approaching, made a will, by which he bequeathed $8,000 to his brother. Thence, one of the plaintiffs, and $1,000 to a sister: $1,000 and five slaves to the defendant, and all his remaining property, the mean of which we do not know, so the natural charges he had with the defendant. Such a will was then pronounced legal. McCorvy's intentions that nemine discordante, the upholding the defendant's resistance on him, and it may be presumed, that the defendant's apprehension, not of McCorvy, but of his collateral relations, were urged only as her interest considered. Thus, only, she insisted, or McCorvy threatened, that she should be preserved, by being her own judge in the transactions in which she was interested, and for many years past, certainly since 1824, this plan was almost uniformly followed up. Among the numerous acts which the interest, the power for plaintiffs has collected, we find the will precursive made by McCorvy, sub- sequently to 1832, to wit, one of slaves, from December, of June 11, 1825, for $2,775. And one of a trust of land, from McCorvy, for $900, to August 29th, 1825. There- are no mortgages exact paper in 1824 on McCorvy's name, and only a few technical corporate ones.

All the witnesses for the defendant said all the witnesses for the plaintiffs, without a single exception, that were inter- rogated concerning the financial funds and capacities of the defendant, agree, that she is an honest, economical and intelligent woman, and that her business was very lucrative. Not one of the witnesses for the plaintiffs, contradicts or even questions this. But they deny that she had
business she did, could explain the large fortune she is now possessed of. It will therefore, be one of her duties to give a summary of the declarations of these witnesses on this head. As already stated, it is on this subject that most of the testimony was taken, and it contains, therefore, invariable evidence. The defendant's business was to purchase dry goods from the importers, and to retail it by her own hand, or by persons who sold for her on commission. She had, at times, different kinds of merchandise, some of her other slaves were also sent out as messengers, at times, many persons sold for her on commission. Price 223, 334, 238, 238, 240, 243, 256, 458, 56, 98, 89, 57, 127, 111, 156, 138. Her operations extended into the fishing. (Charles Ville, p. 89) as far as Pointe-au-Chien and Pointe-à-Kapou, (Marie Louis Prin, p. 156.) She had a large depot in the Parish of Plaquemines. (Belanger, p. 159.) One of her merchants visited St. John the Baptist, (Toussaint Leblanc 128.) This was the usual way of retailing dry goods at the time. The goods were very large, 50, 70, and even 100 per cent. (p. 156.) No losses were then sustained, every body was good, and paid well. (p. 156, 138, 198, and others.) Many fortunes were made in this kind of business. (Martial Dupuy, p. 88, Dutraive, p. 78, Daniel Kennedy, p. 105, Marie Lousie Pouch, p. 126, Louis Segur, p. 100, M. Vauzere, p. 60, 58.) The defendant bought on a large scale,—her credit was unlimited, any one of our citizens and most respectable merchants (E. J. Fournier, p. 147, William Delahaye, p. 111, M. V. Dufour, p. 246, and others), Daniel Kennedy told her a great many goods at credit, as early as 1836. (p. 104.) and says that he would willingly have sold her goods for 4 or $2000, on a credit. This was not a small, though a retail business, and the defendant allowed it up with remarkable industry and integrity. Merchants would sell her their commodities, (111.) receiving good, and
she would, on the other hand, call on the ladies of the city, and show them her wares, being in high favor with them, (152, 154.) We should fill many pages, if we were to enter into the particulars which the witnesses give—they are all unanimous on the subject of her superior business qualifications, and indeed of her character. The Record then, just contain a syllable to her prejudice, and few persons have probably passed through so long a life with such general approbation. And not a few of the plaintiff’s witnesses are as decided in their proofs of the defendant, as the defendant’s own witnesses: (74. Laforge, 159. Bemains, 104. Martin Dugas, 162. Bessieres, 102.) And what becomes of the rich earnings of so many years of industry, perseverance and economy? According to the plaintiff, it would have vanished without leaving a trace; according to the witnesses, it was employed by Macarty in discrediting notes at a high rate of interest. Macarty told them so himself, and it would be believed if Macarty had not confessed it. (Clarke, Liscom, 134. Maury, Louis Paris, 129. Lazardia, 166; Miss Chabaud, 134.) The defendant desired to prove the same fact by other witnesses but the Court would not permit the pension to be put on the ground that this was hearsay testimony, and that Macarty being dead, could not be cross-examined. (Reg. 113 of exceptions, 549, 201-2 and 42.) We leave it to the Court to appreciate the decision, the more readily, as the facts are incontrovertible cut quite clearly, without the aid of the prejudiced testimony. Miss Chabaud, the defendant’s neighbor and intimate associate for a number of years, saw her frequently give sums of money to Macarty, to be invested. (233.) This was generally believed to be the fact, as Miss Boudinot, a witness for the plaintiff, (100) and indeed, adds the same witness, Macarty would not have permitted any body in his house to have money lying idle. Many other witnesses deposed
similar declarations, but it is surely unnecessary to notice them. When persons of the defendant's particular acquaintance applied to her for loans of money, she sent them to Maccary, saying, that he attended to these matters. (151-56.) For many years past, all the checks that were given for notes discounted by Maccary, were signed by himself, and the notes when put in hand for collection uniformly bore her endorsement. Maccary always said, that the money he lent was the defendant's. (Many witnesses.) What wonder then, that while she had her interest in the hands of the first of her children—of her companion through a long life—and of the man to whom she was bound by every tie of law (prohibiting her to form) of an excellent manager, she should never have interfered, and never contradicted him! (145.) What wonder, again, that under those circumstances, Maccary himself should have willingly bestowed his time and his labor upon the increase of the defendant's fortune? Did he not labor for those persons to whom, of all others, he was attached? Was not the fortune of the defendant, and of her children, for all those purposes for which a man of his taste, and habits values a fortune, his own, however differently the law might view it? There was certainly never a distribution of property between these parties, though it may be true that, from time to time, in an early period, it might have been practicable to make one, and to discriminate, with some approximation, in justice, what portion of their joint fortune was more immediately the result of the capital, the earnings, and the exertions, of each of them. Suppose then, that such a settlement had been made, what provision of the law would have prevented Maccary from openly devoting his own fortune to the maintenance of his family, and to the education and establishment of his children, thus consuming it, and leaving the defendant's separate fortune for unforeseen contingencies? And this, whether he intended it
and certainly a part only, of the remittances made by Mor-
curty to his children. The following is a list of those drafts:

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1822 Aug. 23</td>
<td>1200 (120)</td>
</tr>
<tr>
<td>1822 April 11</td>
<td>400 (167)</td>
</tr>
<tr>
<td>1823 May</td>
<td>2000 (211)</td>
</tr>
<tr>
<td>1824 Dec. 24</td>
<td>2000</td>
</tr>
<tr>
<td>1825 Dec. 19</td>
<td>3900</td>
</tr>
<tr>
<td>1826 Aug. 17</td>
<td>2500</td>
</tr>
<tr>
<td>1827 Aug. 10</td>
<td>2000</td>
</tr>
<tr>
<td>1829 Feb. 9</td>
<td>2500</td>
</tr>
<tr>
<td>1831 July 5</td>
<td>6000</td>
</tr>
<tr>
<td>1831 April 12</td>
<td>1000</td>
</tr>
<tr>
<td>1831 Aug. 11</td>
<td>2500</td>
</tr>
<tr>
<td>1834 Aug. 11</td>
<td>1500 (150)</td>
</tr>
</tbody>
</table>

$50,000

The drafts were nearly sold or collected by the commercial houses of Vincent & Co., Dumas, and Co., Hadley & Co., and Commercial Bank. They were sent for the relief of the plantations in Cuba, and to distribute them to dates, etc., for their purchase at the Cordoba market. Only, 84,000 of them were utilized for the relief of the plantations in Cuba, and this evidence, when coupled with Morcurty's declarations to witnesses, Mantan and Mano. Chabeta, authorizes the belief that Morcurty sent to Cuba what amounted to his entire fortune in itself.

The nature of the defendant's fortune is very fully shown by the record. The petition states the draft withdrawn from the Bank of Louisiana, and the purchase of the real estate described in it; the defendant was sued upon it, to deliver to open Court what other property he owned.
and its value (p. 70) and the whole amount to $250,000, including some doubtful notes. This is certainly far from being beyond the explanations offered by the testimony. It is the result of fifty years of unremitting labor and exertion, and is due no doubt to a great extent to the skilful management of Macarty. What the defendant should have made of it, if she had managed it without Macarty's aid, it is necessary to conjecture. Macarty certainly were injured by their agency, and his death does not escape it still less.

If it should not be forgotten that Macarty made all right accommodations before her death (p. 243) by which she declared that her only property were three lots and ten slaves—the whole of which he left to his legitimate relatives, with the exception of $500, making a legacy of $2000 to the nominal plaintiff, Theodore Macarty. This yielded to them about $12,000 per annum to be taken into consideration when we account for Macarty's formal fortune. This, then, is the main and the whole case, before the Court. It appears that many years back he had large accounts in various banks. They explain nothing. One of them is evidently made up of discount of notes endorsed by him for his own or for other people's account, we know not which. We recognize in it at all events, clearly, the two names of J.B. and J.B. Macarty's accommodation, which the latter had a large amount to pay to Louisiana's enemies, after the latter's failure (165). He may, for a while, have put the defendant's notes in bank, as last resource. He may have had them discounted, in order to discount with the question at a higher rate. We knew that he had agency — thus, for instance, he paid Mims; Laman's rents from 1824 to 1827, (207) and on the 25th of December, 1827, when he paid over his claim to Meator, he had $8000 of her money in the
hands [284]. He was from 1824 to 1828, the agent of Claude B. Lamassé [204, 205], this gave him the management of upwards of $100,000 which kept the account of Lamassé's funds, as they were coming in and going out in his own name in the Louisiana State Bank [241]; and precisely during this period his account was large in that bank, [284].

With such a case on the merits it is hardly necessary to dwell at length upon defendant's plea of preemption (p. 21) nor upon his exceptions (p. 20) which are therefore submitted to the Court, without argument.

Yet it is perfectly apparent, that if Mauricey indeed intended to give to the defendant a part of his fortune, he did so before the Legislature of the new code, which for the first time intruded into our law, the prohibition of such donations.

The Court now knows the case, and we may therefore be permitted to say, that with such qualities of the head and character as the defendant has been shown to possess, who has been active in her worldly affairs, and in the society of all who know her, even without Mauricey's parsimony, and that the best explanation of her fortune is to be found in her conduct. The record contains numerous letters addressed by him to the defendant [796, 797, 800] in which he asks small sums of money, and adds phrases of her, on the ground that she had no often answered him, vows eternal gratitude to her, and subscribes himself her most devoted and reconnoisant and very dear, [796]. We need therefore not wonder, that so much more than one child of Mauricey's legal heir consented to join in this suit, or that Theodore Mauricey obtained for the transfer of, not only his property of
$5,000, but of all his hereditary rights to Charles R. For- 
tall, but $1,000, [BBE.] Under this covenant, Forrest now 
claims one-twelfth of the estate, or nearly one-half of the 
interest represented by all the plaintiffs.

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VITA

The author was born in New Orleans, Louisiana. She obtained her Bachelor’s degree in History from Southern University at New Orleans in 2004. She joined the University of New Orleans Urban Studies program in 2004 to pursue a Masters in Urban Studies with a concentration in Cultural and Historical Preservation. Her thesis research on the Creoles of Color in New Orleans began with her family history and a mission to understand the role of women within this population.