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

Submitted to the Graduate Faculty of the
University of New Orleans
in partial fulfillment of the
requirements for the degree of

Master of Science
in
Urban Studies
Historical and Cultural Preservation

by
Penny Johnson-Ward
B.A. Southern University of New Orleans, 2003
December, 2010
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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 *plaqage* partnerships in New Orleans. She gives a detailed account of the conditions that created *plaqage* 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 *plaqage* partnership. Their introductions include a brief summary of how and why *plaqage* 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 *plâçage* in New Orleans (Barthelemy 2000:261). This thesis builds on the current concept of *plâçage* 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 *plâçage* 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; Gehman1994:37). However, in the event of termination, it was understood that the male would still be responsible for providing financial support for his *placage* 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 Marigny1846:71, 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 Hélène 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 *placage* 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 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 Defendant 1846:81, 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 (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,
Appendix C). 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 defendant1846:81). 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, 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). 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).  

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 placage 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 placage 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 placage represented “the blackest rage of human passion and all the dark and damning deeds that
the fiends of the infernal regions could perpetrate” (Tregle 1992:150). According to Bartheley, 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 Marginy 1846:67–76). 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 _plaçage_ 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 _plaçage_ 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**

28
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 marriage\(^1\) 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

\(^1\) 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 *plaçage* 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 *plaçage* 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 figure7) and the Macarty Plantation in Chalmette, 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.

Figure 7

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 Fonder, 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).
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.
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 eighteen 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

Acknowledgments: I would like to thank the Archivist at the New Orleans Notarial Archives, Research Division who provided the translation of documents written in French. Also, a very big thank you to my thesis committee: thesis chair, Jeffrey David Ehrenreich, PhD, (Professor, New School for Social Research, 1985), thesis committee members, Jane S. Brooks, FAICP (Professor, Department Chair and Jean Brainerd Boebel Chair in Historic Preservation) and Connie Zeanah Atkinson, Ph. D (Associate Professor and Associate Director of the Ethel and Herman Midlo International Center for New Orleans Studies). My family: my mother Geraldine Johnson, who instilled within me the love I have for my Creole culture, my father, Arthur Johnson, who loves New Orleans even more than I do, my husband, Thomas Ward, for his support throughout the thesis writing process and my three children; Andrew, Sara, and Matthew, you are my inspiration. Lastly, I would like to thank Pastors David and Jeannot Plessey (Crossover Christian Fellowship) and Reverend Shelia Roschen, for their prayers, friendship, support, and advice.

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 Destrèhan 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 Héléne 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 parcelled 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 (Opaloussas) ---- 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

REFERENCES CITED

Arthur, Stanley C. (Editor)


Barthelemy, Anthony G.


Blassingame, John W.


Bell, Caryn Cossè


Campanella, Richard


Clark, Emily


Domínguez, Virginia R.


Foner, Laura


Gehman, Mary

Gehman, Mary.  

Hall, Gwendolyn Midlo  

Hall, Gwendolyn Midlo  

Hanger, Kimberly S, Editor.  

Hirsch, Arnold and Joseph Logsdon  

Hyland, William de Marigny  
1984 “A Reminiscence of Bernard de Marigny Founder of Mandeville”. A speech delivered before a meeting of Mandeville Horizons, Inc. Mandeville, LA.

Lachance, Paul F.  

Logsdon, Joseph and Caryn Bell  

Martin, Joan M.  

**HISTORICAL DOCUMENTATION**

*New Orleans Public Library: Louisiana Division and City Archives.*


*Death Records of Eulalie Mandeville.*

New Orleans Public Library: Louisiana Division and City Archives: Orleans Parish, L.A. 2d (1846-1880)

*Notarial Archives, Research Division: Plan Book Plans.*

Cahen, I. Plan Book 110, folio 2 (110.002) October 11, Year Unknown


Pilié, Joseph. Plan Book 100, folio 23 (100.023) April 27, 1821

*University of New Orleans Earl K. Long Library Special Collection*

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.

Black, Joseph Witness for the Defendant. Macarty v. Mandeville, 106 LA.2d 163 (1846) 626

Sejour, L. Witness for the Defendant. Macarty v. Mandeville, 106 LA.2d 163 (1846) 626

Luiiaudais, Enoul Witness for the Defendant. Macarty v. Mandeville, 106 LA.2d 163 (1846) 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
State of Louisiana
Second District Court of New Orleans.

Petition
July 19, 1846.

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

The petition of John and Theodore Macarthy, and William A. Atkinson, as
For the alleged wife of the

State of Louisiana
Second District Court of New Orleans.

Petition
July 19, 1846.

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

The petition of John and Theodore Macarthy, and William A. Atkinson, as
For the alleged wife of the

State of Louisiana
Second District Court of New Orleans.

Petition
July 19, 1846.

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

The petition of John and Theodore Macarthy, and William A. Atkinson, as
For the alleged wife of the
the legitimate issue of his marriage
with Maria Forsale, wife of Henry Sayol, by him duly
authorized, from Baptiste François
Perdew of Noel, Barboursburg Co.
Bodon, all residing in this City
Respectfully submits

That they are
with the under named petitioners, due
in the following fashion, the legitimate issue, left by the late
Charles Sayol, deceased, deceased in this City
on the 23rd of October 1840, and
whose deposition has been sworn before this Honorable Court on the
27th of June 1840.

Nicholas Theodore Sayol, as f.j.
Charles Augustus Sayol, 48, as
Samuel Augustus Sayol, 48, as
Catherine Esther Sayol, wife of P.E. Swain,
F. Swain, as
Adelaide Ada Montendu, wife of S. Conscore, 48, as
Edgar
Estelle, and Elizabeth Edwina, as
Monro, 48, as
Edward Montendu, wife of A. Sayol, Jr., 48, as
Francois LeFayon, 48, as Noel, Barbour<br>
Estelle, 48, as
Celate Marie Marlady, 48, as
Paul, 48, as
Dolphy, 48, as
Eugene, 48, as
Auguste Montendu, 48, as
Estelle, 48,
Maelinn Montendu, 48, as
Mary, 48, as
Henry, 48, as
Dolphy, 48, as
Mary, 48, as
Deidere Montendu, 48, as
Maelinn, 48, as
Steedas Sayol, 48, as
Mary, 48, as
Emma, 48, as
Steedas.
59
The lawful property of the said Eugene Maccarty, being the proceeds of promissory notes discounted by him, and deposited by him in his agent in said bank for collection.

2d. A sum of five thousand dollars, being the sum also paid by Eugene Maccarty, to Camacho, auditor, in this City, for the repair of a three-story brick building on a lot of ground, belonging to Catholic Maudwell, situated Hospital Street, together with the appurtenances thereunto appertaining, in said City.

3d. One half of all the real estate purchased of John Hall, on the 8th day of June, 1827, by E. Maccarty under the name of Catholic Maudwell, for the sum of four hundred and seventy-five dollars, and paid by Eugene Maccarty.

4. One half of all the real estate purchased of L. Redpath, on the 9th day of November, 1834, by E. Maccarty under the name of Catholic Maudwell, for the sum of eight hundred and seventy-five dollars, and paid by Eugene Maccarty, the last named note, endorsed by A. Clark.

5. One half of all the real estate purchased from the estate of Maudwell by Catholic Maudwell, for the sum of eight hundred and fifty-five dollars, and paid by Eugene Maccarty.

6. One half of all the real estate purchased of the Adair Barrow, by E. Maccarty under the name of Catholic Maudwell, for the sum of eight
Hundred and thirty seven dollars and paid by Eugene Macarty.

1. One piece named Field Park purchased on the 25 April 1888 by E. Macarty under the name of Edithie Mansdew, of Hopkinton, New Hampshire, and others for five hundred and seventy dollars, and paid by E. Macarty.

2. One lot of ground purchased under the name of Edithie Mansdew at the Sheriff's sale on the 18 October 1894, and situated in Suburb Mansdew in this city, Morano Street, between Mansdew and Mansdew Winding Stairs on Morano Street on 120 feet depth, for four hundred and fifty dollars and paid by Eugene Macarty.

3. One lot of ground purchased under the name of Edithie Mansdew by E. Macarty of Henry Leavitt, if order of the executors of his late father, Richard Leavitt, in this city, on Oliver Street having 40 feet front on Oliver Street, by 60 feet in depth, for the sum of four hundred dollars, paid by E. Macarty.

4. One piece named Suburb Mansdew purchased under the name of Edithie Mansdew on the 15 December 1892, by Eugene Macarty, as assignee of the executors of his late father, Manuel Oakes, for the sum of four hundred dollars, paid by E. Macarty.

5. One lot of ground situated in Suburb Mansdew, designated by

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347. Measuring 33 feet four on Welsh Street by 19 feet in depth,
purchased by Eugene Macarty under the name of Eulalia Macarty
of $1,000 for the sum of four
hundred dollars and paid by him.

3. One lot of ground situated about Franklin in the City, in the space
by 105, bounded by Park, Albert, and
Washington, Maryland, and
Almira Streets, and designated by
and measuring 68 feet west on
Washington Street by 105 feet in depth,
purchased by Eugene Macarty under
the name of Eulalia Macarty from the Sheriff of the Parish of
Okean, and paid by E. Macarty.

5. One lot of ground situated about
Marian, Guitar Street, Adrien
heights and that more deeply, being
purchased by the purchaser 12 feet
measuring 75 feet 3 inches and 9 inches
front on Margaret Street by 154 feet
length and three feet in depth,
Lot No. 2, adjoining lots No. 1 and
measuring 12 feet front on town by
12 feet 3 inches and 3 feet 9
inches, said lot was purchased by
Eugene Macarty under the name of
Eulalia Macarty from the Sheriff of
the Parish of Okean, on the
21st of August 1830, for the sum of
Five Thousand and twenty-five dollars, payable 18 months after date in a
bond, with interest and penalty was paid by E. Macarty.

Furthermore, further
receipts that are the property of
63
petition, and has earned the summae
falsities given by him to Estale Man-
deville, his Cornburne, from time
to time, in the disguised form of
donation, into debt, in purchasing
property and depositing large sums
of money in banks, under the name
of Estale Mandeville, with the
fraudulent purpose as aforesaid of
depressing his legitimate heirs of his
estate.

Petitioner further avers that on the 20th of October 1845,
the said Estale Mandeville, had
withdrew the sum of Five hundred
and eleven thousand, five hundred
and eighty dollars and 37/8, which
was deposited by Eugene Macanly in
the Eastern Bank, under
the name, passing on a bill from
the house to persons and soon after
the death of Eugene Macanly, who
was then in bed现货, and who
actually died on the 20th of October,
1845, twenty three days after the
withdravale of the funds above spec-
ified.

Wherefore the summen
being considered, the petitioners pray
that the said Estale Mandeville, per
sonal estate of Eugene, be cited to answer
this petition, and that after due pro-
cedure had, the be compelled
to pay to the executors of the
late Eugene Macanly, the
sum of Five hundred and eleven
thousand, five hundred and eighty
dollars and 37/8, which sum is due.
Let to the Louisiana Bank by Eugene Magnarty under her name, by her, illegally on the 2d of October 1845 the same being the property of the late Eugene Magnarty, with legal interest from the date of the withdrawal of said sum, and paid to the sum of fifteen thousand dollars, being the said sum paid by Eugene Magnarty to E. Lamothe, in the section of building as above described on a lot of ground belonging to Cuthbert Mandeville with legal interest and privileges on said building. To sell the lot of land and said property above described to Samuel Work, and the same returned to the descendants of the late Eugene Magnarty as being paid and paid by said and placed under the name of Cuthbert Mandeville as a donation and devise Contrary to law, and in the fraudulent purpose of defrauding the legitimate heirs of the said property after his death, in order that the land above described property, lots of ground, houses and houses of dwelling, be bought back to the estate of the deceased Eugene Magnarty, to be divided among your pursuers and his other aforesaid heirs, or Cuthbert to have, and that the said Cuthbert Mandeville be continued to stay the effects of this suit, and that further prayer for all and for the relief as the nature of the case and equity may require, and
Petition

À l'Honorable É. de Bonne, Juge de la Cour de District de la Nouvelle Orléans.

La pétition de Nze.

Theodore McCawley, Charles Edward Mathall, William Amory, etc.
Catherine Editha Findall, épouse de
Henry R. Truex, et de lui donnant autorité à cet présent
Adelaide Adelaide Mouzon, épouse
C. Edmond Mitchell, et de lui donnant autorité à cet présent, Louis E.
Eichsen, agissant au nom de son enfant
Jennie Minnie, Edgar Editha, et
Elizabeth Adele, épouse de son mariage avec Nze.

Mathall, époux de Nze.

Mouzon, époux de Henry Truex,

et de lui donnant autorité à cet présent, Jean Baptiste François

Lafitte, et Noel Richelieu,

Le Relié, tous demeurant en cette ville.

Et prie sa Sainte Cour, de

Gardez constamment,

Que je soutiendrai les personnes ci-dessus nommées et dans la présente suite, les
habits et meubles, tels que légués, saisis par Eunice McCawley,
décédée en dette ville le 28 octobre 1845, à la suite de la décision de la Cour et
visée ;
APPENDIX B

that Eugene Mcarthy was the real person intended, and that the name of Eutale Mandeville was only used to some certain purpose while said McCarthy had in view.

Answer
The only answer which witness could make to this question is that the Considered McCarthy as his client, and consequently Considered him as interested in the suit.

Defendant by
the attorney W. Smith say, who the above affidavits were prepared to aff.'s declared in open Court that
he had no objection to the continuedwendung them as he thought pro-
per?

Plaintiffs have given in Evidence the
proof of the receipt of striped when Eugene McCarthy's account was
paid. Copy of which duly certified
by O. Deere Commissioner of said bank was furnished and filed
with the Court of both parties.

Plaintiffs have also introduced certi-
ficates of Register of Deeds and
were filed and marked NO 3.

Plaintiffs have close their evidence presenting only the introduction hereafter of material acts or extracts of them.

B. Harlowe swears for defendant
Sworn says he knows the defendant, a certain Edward Mansfield. He resides in the family of Mr. Wiltz as being his natural father. Defendant has been known here since he can remember. The father of defendant lived here and was a great confidence in the neighborhood. He used to be known to have been brought here to have a fair hand looking of his property who died on the 10th May 1773.

Defendant has introduced said documents in evidence marked A, B, C, D, E, and F, and filed.

Witness says the above documents are without date but must have been written previous to 1780 as his father tells him the 10th May of each year. Defendant was brought up in a friendly light by all his family.

Witness says that his father gave defendant a piece of ground naming Shaw and the east side of Shaw's Bend about the year 1780 that when his father left the Shaw's Bend plantation to Mr. P. de Courcy at the entrance of Shaw's Bend he gave her. The defendant informed the said Mr. P. de Courcy which he had taken from said plantation. That what witness had stated Mansfield laid out, he passed to defendant the sale of two lots in the said plantation; the lots were about 50 by 150, but that although by the act, the two lots appear to
have been sold, one of said lots was a donation from witness; these two lots of ground are the same designated in the act now extant; and filed and recorded.

At the same time, witness owned a saw-mill, he gave defendant the lumber with which he built our said lots. In the year 1793 or 4, the brother of witness, John, & Mary, gave defendant $300, with which he bought a lot of ground in Hospital Hall; from Peter Lacey, and where he has since built a barn. That the brother of witness died in 1804, and left the defendant as a legacy, a slave named Martin, who died about 30 years after.

The estate which the witness' father had given defendant, the defendant paid a portion of the same, and the remainder which was sold to C. Lewis, was paid when the plantation of witness' father, which is now called Lewis' Plantation, this is all that witness knows of the defendant's affair with the previous and personal to him.

Witness being sworn, says that it is in the proper handwriting of J. D. Maring, his brother, and that from the characteristic of his brother and the
form of the document he nearly believed it was a donation. Witness says that after his father had sold the plantation at then over one hundred dollars, Natchez and Natchitoches located that part of the plantation which afterwards became a country and between the land and the city, they paid hundreds of dollars per month for it and cultivated it as a vegetable garden. It was on that because that portion of the lot which Witness father had given to defendant, and brought there and applied to the establishment of a dairy and the sale milk, was pressed so as to gain Professor that he had always been defendant retaining dry goods the land engaged in that trade as early as the time when he acquired the lot. Witness father other at the time of the sale and bought and that it is true goods to the Spanish rule the plantation was. Witness asserts that he has never sold the defendant, has always been a very steady business. Witness says that the property purchased by defendant from these estates or Hospital Street is situated between Calhoun and Washington Street, nearly of tents to Mr. Alphonse Bernard.
This is the same which he built upon in 1829, as he knows of no other property of his here. Defendant left two new builts
after the death of his first wife
Mother, Matilda de Sabley,
Sometime in 1799.

Witness knows Charles
Olivier, he is his first cousin, he
is about 65 years of age, about
in 3 years old when accused,
Charles Olivier returned from
France with the father of witnesses
in 1799, and towards the year
1798, he went to reside in Alta-
Vista with his father, but as
Olivier was a young man, he was
very often in France and lived in
the extended family. Witness knew
Eugene Macarty, he took up with
his defendant about the year 1796,
Macarty returned from France
in company with the father of witness
in 1798. His father and
Macarty placed Eugene on a
plantation in 1798, they held it
in 1798 as belonging
to the Defendant, and in 1798
Eugene Macarty sided against
er and in 1798, Macarty bought
this one a free slave and in 1798
he leased the vegetable garden.
The town of Freeport abie allotted
to was returned to the Defendant
the agent of 2000 more pounds in
the year 1820. Afterwards
Cross examined
Witness says that when &

71
Early returned from France he was about 35 years of age; but with the $2000 loaned him by his sister he purchased one or two negroes and returned with the money; he leased the Savage & Lavoisier garden on above said.

Witness believes that when Mr. Early was on the plantation where his brother had placed him, he sold wood, milk, and worked his negroes. Defendant was 12 years old when witness took up with him. But it is probable the father of witness gave defendant money when he connected himself with Mason's, but that he was only 14 years old at the time, and too young to know anything about it. When Mason took up with the defendant, he lived on the plantation of his father, and to a great extent passed his time there and took care of the defendant who lived with Mr. McAdoo at Mandeville the ground and raised cotton. As a very active, industrious, and economical young man at that time, wildness had always known him as such.

Witness has seen Mason when he lived on his brother's plantation, driving a cart loaded with wood, but whether he drew it at the edge of the town or came into the city, and sold it.
that he does not know. He knew her always, known, usually, but not intimately; that he was bad, but few had dealt with him, and no money transactions as there was always bad credit in bank and could obtain money without being asked. He early was industrious, and put out his own until trained. Nelson says that it is not by his positive knowledge that the Macarthy's debt but him. It was concluded that he should not whom there all he had acquired anything, and should be in easy circumstances, but that from his father being a rich man and without children, he should provide so.

That at the time that the early went into partnership with Macarthy, he was sick, poor and lowly, and had a few goods and had trying business. At that time that line of business was scarce, that besides the cattle of defendant at the place of Macarthy and Macarthy there was cattle twelve, which belonged to Macarthy. Macarthy; they had cattle, which they sold. Their woods. It was laid at the time that Macarthy sold money on which witness says that the report...
by the defendant, was sold to Mr. Carty and Mr. O'Sullivan. The defendant had about 12 cows at that time, which were two that went up to the 4th of June. The defendant had two or three more cows which he sold, and he sold goods in this way for 40 years. The names had a here, that the cattle was sold to him in 1828, as he brought out an assessment of goods, and at that time they were valued in his hand. This was about 10 to 12 years ago, and was not continued regularly, but at two or three different periods. It was tried for having considerable sums of money in his hand, which he pleaded at evidence.

It must be said that the Party had the reputation of having a large deal of money in his hand in 1828, at that time he did not think that he was hand, much more money, but discounted many bills. He nearly continued in the line of a many years. At within a year of his death, and it must be supposed that the amount he had in hand, must have increased very fast. The kind of business followed by Maearly, must have brought in much money, and it must have been a very lucrative one, his business was very extensive.

Question by Plaintiff:
Whether the business followed.
by Eucene McCrae was not more
expected and more licentious, than
that followed by Eulalie Montraville

As to both, they were very licentious
Witnes, says that defendant had
his children by Montraville; he never
had any by any other person; one
dughter and four sons; they received
a very good education. Eucene one
of his kind was brought up at the
school, he does not remember if her
other child was educated there or at
the school; her daughter was educat
ed there.

Witnes being asked whether
he knows whether personally as for
having leased in his family that
his father gave at one time 4000
dollars and the loan of $3000

Witnes asserts that it is probable
that his father made him use his
money, as it was generally done by
fathers who had natural children
or gave money in hand. He main in

Witnes. Contra. Olen de feigned
alter. But he has no personal
knowledge of that part and has
never heard of it in the family.

Witnes says that practically had
the reputation of having a good
deal of money previous to 1820.
Examination in his capacity
Witnes says that when McCrae
and McCrae dealt in flour and
they had horses selling wool from
the lower Marshes, they took a
portion of that money from the land taken given to the defendant by the father of the plaintiff, who early owned property somewhere in the same name, and sometimes under the name of the defendant, and later under that of the defendant's mother. It seems to be that he has been given the land. He has not been given any money. He has not been given money under the name of either defendant. He has been given nothing. He has been given nothing.

F. D. (Stated: evidence for defendant.) swore that he had money and money, and was early given money by his father. His father had sold it or not, but supposed that it was sold for, as things are not given as property given for nothing.

F. D. (Stated: evidence for defendant.) swore that he had money and money, and was early given money by his father. His father had sold it or not, but supposed that it was sold for, as things are not given as property given for nothing.
APPENDIX C

defendant enjoyed the reputation of being able, active, industrious, economical.

Cross examined: Witness states, 'Dora was a very active woman, and for being economical, she
had a reputation of being economical, but
nothing else. She kept nothing of this to
herself, and she did. Personally, she has
been in business since 1873. Her
reputation has always been very high, and has six children. Monday
night, she sold good and stuff
hand to buy goods and sell goods. Defendant sold goods by
detail; she does not know if she
ever had a store, but when he went
there, he saw goods packed on chairs and in boxes, which
in the morning she distributed
when the customers had sold.

T. Leper witness a defendant
about says he has known defendant
since 1871. When he first
knew defendant, she was a store
keeper and did economical busi-
ness. He also said he sold
objects. The line of business he
was at was very profitable, and
all those who followed at the time
made. Defendant had a store, and
sold goods which were distributed
in the States. He does not
remember the number of her stores;
but he remembers two. One
store, behind who have some few
First of all, this business existed under the name of Asbell, Abbot, Mather, and Co., which were the partners at the time. Small business is said to be a "goat" in 1836, and 1840, when the business was first conducted.

Witness de clare has been in business since 1836 up to 1840. When he first came, witness knew several men who made a living by selling at retail, but they did not go to market at wholesale. Witness says that he cannot say what the defendant may have realized by any of them, but he says it was at that time four or five dollars each. He cannot say how much money as a person who traded to the fair. There was money to make for anybody, because every body was paid and paid out. Witness does not know if defendant ever paid any other people, but he does not know if defendant ever paid any other people. Witness says that he cannot speak to the matters, but he does not know if defendant ever paid any other people.
Signed title if it was told off.

Or not. Witness says that the
Ferrall did not live with a
white man. Accentuates lived
with a white man named Shaw.

Since dead. At last_statement
made with Mr. King.

Witness says that when the Deferred left
the country
she was worth from $500 to
$1000 dollars which at that
time was Considered a fortune.
The last of in 1817 or 18. She was
defendant did pretty much about
the same amount of money. Witness
says that the reason why

To think that the Defendant had
withdrawn with the above fortune
to because she told him so. Be-
fore left Louisiana in 1826 or 8
she went and lived in France where
she since died. She had realized
when the left her about $3000.
She took away part of the fortune
with her and left the balance in
the place she only had one
child. Witness says that at the
time the Defendant had no store
but that afterward when
she began to make money
to France, she opened a store

examination in said case.

Witness says he did not know
how many Merchandised Defendant
had but he settled here, as he
used to be there two frequently.
Joseph Plachy, witness for defendant and sworn says that he knew defendant, had known her for 40 years. She has always been defendant's tailoring goods since 1799. Witness paid her goods from defendant a few years since. When her tools were delivered from France. Witness says that defendant sold milk and that a dairy. Witness says that Masterout sold wood from the plantation to defendant but not for several years, which he sold. Witness knows that the property on which a brick house has been built, as having belonged to defendant many years before.

Counsel inquired, Witness says that he knew that Masterout ever sold off of defendant's plantation and that it has been purchased from Masterout by defendant, who told him that it was sold there.

T. For T. Speaker, witness for defendant, sworn says he was 14 years old on the 30th of July 1801. He knows Speaker personally very well; he traded him from the year 1791. When his first paper was, and began later to engage with him afterwards. Witness Speaker prices the time when Masterout connected himself with
APPENDIX D

Joseph Price, witness for defendant, sworn, says that he knew defendant, had known her for 30 years. She has always known defendant, living next door. Since 1799, defendant has lived next door to defendant, a few years since, when her last daughter married, from France. Witness says that defendant lived with them and kept a dairy. Witness says that defendant’s last word from the Plantation was defendant of his own houses and buildings for several years, which he did. Witness knows that the property on which a brick house has been built, as having belonged to defendant many years back.

Oral evidence

Witness says that he knows that defendant’s last word from defendant’s Plantation and told the boy who was witness to purchase some from defendant’s attorneys who told him that it was Col. Smith.

J. T. Green, witness for plaintiff, defendants, sworn, says that he was 16 years old on the 30th of July, 1799. He knew Col. Smith by name only; he talked with him from the year 1799, when he first came there, and became better acquainted with him afterward. Witness cannot recall the time when defendant came to Green’s Company to himself with
defendant, it is so long since.
That when he arrived Drummy some time after the year 1796, Morrisally had no servant. Witness became acquainted with E. Morrisally, who
lived some time before 1797. Witness married about that time with
Mrs Marygly. Mrs. Moritcally brought up defendant as her own
daughter and witness and to the
house in the house. Witness cannot
remember at what time defendant be
en in frame, but knows that after
hears athletic extensively in dry
goods. Defendant had the ultimate
liberty in the possession of goods.
Witness recollects that after his
marriage he was purchased two
defendant several goods; that defen
dant kept in the same town of
Dungloe and Blennongs. They
a room fitted with doors and then
did them, and sold them to sell
goods also in the present by her
Maritcally. Witness himself
recollects having purchased goods
and paid for them at the room
he store there also. D. Hydes
lost a remarkably extensive com
mand and was brought up in the
shop. He is so well, well educated
and well looked after by several
thanking. The business followed of
defendants seem hard been very
profitable, for goods sold very high.
Witness states that Morrisally Morrisally
had the reputation of being a dealer.
and that he burned at a high rate.

Motion by defendant.

Did not Macartay find our money belonging to Eulalia Mandrearte at a trial?

Counsel for plaintiff said to himself, this answer is subject to all legal exceptions.

Plaintiff examined.

Witness says that he cannot recall the date when his wife first bought goods from defendant, that if his memory was as good as it was
issued to 1719, at which time it was
indicated, he could tell the day. And the Groats Mitten
Ponnet says when defendant first began trading in dry goods.

Defendant has offered in evidence six documents now filed and
Marked Exs. 1 to 6, no. 12.

Defendant also introduced in evidence six official s. 10
Marked now filed and Marked from
D 1 to D no. 12.

Document FE.

Filed May 6, 1849.

1841, December 24th. Collected at Engage.
Macartay for draft of 18 Macartay for
of Rafael Mata, of Co. of Santiago de Cuba.

1843, October 12. my draft at $500,000
en alhacence firmado por el
Eugene Moroney.

1855.

Acogido por el cajero de
J. W. Doughty & Co. a la orden de
Eugene Moroney, a la suma de
700,000, a la tasa de 9%.

Firmado.

Recibió el depósito.

Almirante del Cañón.
APPENDIX E
did not declare a debt in money from the defendant, his brother-in-law, and the acts done by the alleged
and in the name of the latter, that
suits are pending on the present
of the County of New York at that period.
The defendant and defendant's
in the County, which according
to the testimony, appear to have been
brought up with some care.

In the words of the plaintiff, and on the 21st of October 1848, Eugene
Moses, his present agent, and
John and William Mandeville, died,
leaving a large number of legitimate
heirs who now sue the present defen-
dant for the recovery of all that
monies, and other personal property
in the possession of the defen-
dant, in the Court of Surrogate's
by the plaintiff, alleging that
they are a part and portion of
Eugene Moses' estate.

It appears that all the
land, 200 acres, and the
money, the
stock, and the other
personal

properties of Eugene
Moses at the time of his death,
and in the possession of William
Mandeville, the defendant, and that
they had been so for a long time
previous to that event.

That the

plaintiffs

Eugene
Moses

that

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seven thousand, two hundred and eighty dollars and thirty-seven cents, paid in the Town and Parish of Castletier, and by Eugene Meunier to the credit of Victoire Meunier, and withdrawn by her some time before the death of Eugene Meunier, and the land of Eleven thousand dollars paid by the Meunier to Lavrethte for the

section of the buildings on Castletier, Meunierettes 36, and the several properties of the defendant, that the

sum was earned by him, and has always been under his control during

his lifetime, and was placed under the name of Castletier Meunierettes in the form of donations under the law and with the

purpose of making the law and obtaining her legitimate

share of the Estate.

He had power, however, at his discretion, to claim the
demand and the defendant having to leave the

gather, they had some limited amount of

a small loan of money from one of

debtors, which he paid in at

time, and she remained and

a small tract of land, on which

wood was cut down and sold, some

twenty and some wood.

The defendant went on

selling wood and tobacco, interfering,

money at his command at:

whether

he began his business with the stock

only, or also with defendant's money

of not fully ascertained, however, one
Then last

It is true 1834 and 1835 that the subject of Excelsior Undertakers has taken a wider range; whatever may have been added to her before at that period and previous to the formalization of the new Order, she had carefully taken to receive, and so donation was given and made at that time. I believe the formalization of the present constitution as stated, could be done, and were they may have earned money for her, and when she earned it was until, all the labor and those earning money for their employers and for their benefit. She has not failed in all time and place.

Having arisen, placed

Some and stimulation. But can it be calculated what ground that it must be established by laws, proofs and arguments. That such proofs and arguments must be satisfactory. O.C., 1849.

And in this fundamental, among the literal proof. But in the

of Meditation, 1849. The

The bell and almost dispositions were sentenced amongst some constituted as derived from the Latin word, summa.

As indicates savant 1849.

Étymologie de l'Étalon de l'intelligence

de douze ou plusieurs points, pour
donder a une chose l'apparence
It has not been shown that
the act entered into between
Jones & Eastlake Mandeville
was anything else but false, or
that
she was not the purchaser.

Yet she may have paid the
price with money to her previously
and accounted for it by
Eastern Mandeville, but that
does not change
the equitable nature of the
act which remains what it is, to
this; an act of sale of certain
property to Jones & Eastlake
Mandeville, in which there is no
simulation of fact nor simulation
known.

At the time of
transaction, defendant in the Bank of
Scotland, the bank being pure,
the banks being pure by
Eastern, a vendor in fact by
Eastern,
knowing no fraudulent
deeds, made by Eastern Mandeville, are
nothing what they purport to be.

A page 1 and B page 2,
The whole in that
Court examination said "Eastern
Mandeville Berlao." She denied the
statement.
She denied her self.
Fraud may have been

with the 1st party. For himself, they
say for Eastern Mandeville. But
your majesty, if defeated in the
late Mandeville, does not think.
he ever saw Eugens Bristeau &
more than three or four of the
Bank's, that testimony does not
State what was the amount of the
account when first opened; and it
is shown that before opening this
account in the name of
Defendant had a large balance in
the name of the Consolidated
and
Bank.

This testimony, taken together
with the account of
in the name of
Monopoly is very strong, and
causes hardly seems to doubt.

The Court cannot take it as
true, and
as the parties have made it clear,

The Court cannot
first as putting the
comprehensives
impossible testimony introduced
by Defendant to be Deposition and

May be said
that testimony equally abundant
and equally damaging to
Defendant's of
fense, by plaintiff, and that
fully established that the defendant
lost a close set, and must have
shared profits, without specifying
bonds in his name of business, and
how he may have been otherwise;
that he must have made a large
fortune; all this is very true, but
it has not been shown, that the
acts described in the petition, and
which have been patent, if public.
APPENDIX F

IN THE SUPREME COURT.

NEW MACINTY AND AL, vs. KULLIE MANVILLE.

BRIEF FOR DEFENDANT.

The plaintiff are some of the collateral heirs at law of the late Eugenio Macinty, who died on the 5th of October, 1843. Their parents allege, that from 1790 until his death, Eugenio Macinty lived in concubinage with the defendant, who is a colored woman, and had a number of children with her; that he amassed a large fortune, which, at the time of his death, part of the same and in the possession of the defendant; and that an equity is belonged to the decedent, who had made use of the defendant's name for the purpose of considering his name to his colored family, to the prejudice of his legitimate relatives. They pray that the property which they specifically declared to belong to the estate of Eugenio Macinty, and that may be recovered, and disposed of as part of their estate, be distributed among the plaintiffs and their co-heirs, according to their equitable portions.

The defendant filed exceptions (page 9) which will be noticed hereafter, and an answer containing a general denial (p. 28).

The defense is, that all the property claimed is truly, honestly, and legally the property of the defendant.

The
visum was evidence in the Record all being upon this point.
The case presents purely questions of fact, except the plea
containing the exceptions of the defendant (p. 23); his
plan of prescription (p. 265) and his bills of exceptions. (p.
516-6) to the omission of part of his testimony, believed
injustice as it is material. Although thus restricted in
the defense, yet no conclusive was the case of the testimony,
that the District Court decided in favor of the plain
defendant's aid than that the property was here. And, believing
that the State testimony will produce the same result in the
Courts, shall principally endeavor in this brief to aid the
Court in the examination of the testimony by closing it un-
der aggregate heads, and by reference in the parts of the
Record proving the statements here to make.

The petition is (p. 7) and it is nearly correct, in this
particular, that the cohabitation of Eugene Minary and
the defendant, continued about 1786. It was somewhat
earlier, but this makes him. The petition for (p. 9),
and many of the 5th witnesses, shows, that Minary had
then nothing, having spent his little patrimony in a trip to
France. The petition for states, and it in besides proved,
that Minary, his sister, destroyed $2000 to be remitted
when she should be able to do so. With this sum he com-
menced business; bought the coffee, then between, in 1800, a
garden, where spruce Marigay grew, and vegetables for the
market, and was sufficiently prosperous in his affairs to re-
turn the loan of $5000 in 1800, or above afterwards. (B. Ma-
rigay. 110.) Previous to his removal to the city, he lived
on a plantation about twelve miles below the city, then belong-
ing to his brother, J. B. Minary, and now, so far as known
(B. Minary. 119.) There he sold banas and milk, and
made wood—and he was certainly very industrious, for Ger-
mand Minary recollects having seen him during a part of
one month with wood in the city (p. 140.) He also hired a negro
tain Mère. Ayers, who sold wood for him (Thomas Le-Blanc, 312). There he became acquainted with the defendant... She is the daughter of Pierre Marigay, the father of the witnesses, Bernard Marigay, and lived on the plantation of Mère, Mandeville Marigay, her father's mother. This plantation is situated on the river, at the commencement of the Prêtre aux boues, nearly opposite the plantation on which EGARRE Marigay resided. She was treated with regard, affection, and attention, by all the members of the family, including, no doubt, of the family. We have, on this point, not only the testimony of two gentlemen—both grandchildren of her paternal mother, who grew up with her under the same roof, Clément Olivier, of Atlacapa (p. 98) and Bernard Marigay, (p. 15) but even written evidence. On the 30th of July, 1779, Levasse Troadec measured for her a tract of land of 3 arpents six by 40 arpents in depth, on each side of the Bayou of the Troadec, is written, and Pierre Marigay, who was present and heard the agreement, declared that this land had been given to Fabia Mandeville by her mother (p. 15). On the 19th of November, 1797, Bernard Marigay, and J. F. E. Livernois, the latter acting for his wife, then the only surviving heir of Mère, Mandeville Marigay confirmed this donation by a written instrument (p. 298). On page 139, etc., will be found five short letters or notes written by Mère Marigay to the defendant. They bear no date but they must have been written before the 1st of May, 1800, when Pierre Marigay died, (31. March, 1800). They breathe the same affectionate feeling, and show considerable confidence in her judgment. Her father gave her directions concerning work to be done on the plantation, entrusted her with building to be put up. When her father sold the plantation, he gave her from sixty to eighty hogs of cattle, she sold some of them, and kept twelve milk cows with which she kept a dairy. (See, (p. 130), (p. 137).
In 1808, Jean Marigny, Bernard Marigny’s brother, gave her $300, with which she bought a lot of ground in Hospital Street, from Pierre Lacotet, (Ba Marigny p. 137.) The act of sale is of the 20th of March, 1806, (p. 323) and the price was $200; she still owns the lot, which is the same on which she had a house built in 1830, by Lescun, for $41,700, (p. 108.) On page 130, is a receipt by Jean R. Marigny to Richard Mandeville, for $600, for the price of the negro woman Vandel, and a request to the signer’s agent, to give her a good title by a notarial act. Bernard Marigny says that he’s not his uncle, that this was a donation. (p. 137.) In 1857, Jean Marigny died, and left to the defendant a legacy of the sum of $1,000, who died 20 years afterwards. (p. 137.) When Bernard Marigny had not finished Marigny, he sold to her two lots, by act of Sept. 28, 1860, (p. 147) for $1,000. The title of one of these lots was good, the other was a donation. (146) Bernard Marigny having at that time a saw mill, he gave her the lumber to build on the lots to Marigny street, (157.) Charles Dyer has heard it said in the family, that her father killed her $3000. Bernard Marigny went into the case. (p. 148) says that he does not recollect having heard it spoken of, but 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 he formed the contract with Marigny. This was a mere casual conversation, entered into with the consent of her family; the amount approximated marriage, the law would permit, and looked upon as merely binding, much more so than in those days. It was then customary for fathers to give money to their natural children, when they contracted such pseudo-marriages. (p. 148.) For three years afterwards—until 1790, when her grandfather died, she remained at the plantation. (138.) Her eldest child, Konoin, afterwards Mrs. Chief Rigaud, was born there.
Pierre Marieau mentions her, in one of the letters he wrote her from the city, (115, 116). Then, already she was carrying on a trade in dry goods, with the women of the Spanish settlements, at the Torre aux Bœufs, (135, 137). This trade she continued when 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 Mauve, Mauve in the beginning was not idle. He formed a partnership with Monture, raised vegetables for the market, had a dairy which was composed, at least in part, of the defendant's cows, (137, 139, 140, 129), cut and sold firewood, which was also done, at least in part, on the defendant's land at the Torre aux Bœufs, (139). Thus from this early period a connection of business existed between them, he treated her fortunes as his own, we cannot doubt that she contributed to him her earnings for investments, and that the small loans Mauve made in early times, were made at least with her money, and we may well believe Martin Dumais, (75), and other witnesses, who say that Mauve lent 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 great building of mansions, for the erection of a house made in 1819, by Eugene Mauve, himself, of a lot of ground of 25,000 Shillings; we find, until 1821, 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 Mauve treated 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 law of
1865, of which the plaintiffs now complain, to avail them
selves, the defendant was not entitled to have her prop-
erty sequestered from M'Carty's. In 1870, M'Carty being
dick, and believing that he was not approaching into a
will, by which he bequeathed 80,000 to his brother. Thun-
der, one of the plaintiffs, and 3,000 to a sister, 3,000
and gave slaves to the defendant, and all his remaining
property, the cause of which we do not know, the natural
question is, he had with the defendant. Such a will was then
probated, and M'Carty's intention thus clearly mani-
sfested, but not before the defendant's successor in him, and it
may be presumed, that the defendant apprehended, not
of M'Carty, but of his collateral relations, were excepted only
as her intestate to the heir. Thus, only, she insisted, or M-
Carty deceased, if she should be prevented by being her
own issue in the transactions in which she was since inter-
ested, and for many years past. Certainly since 1824, that
plan was almost uniformly adhered to. Among the action
acts which the actions he secured for plaintiff's have col-
lected, we find the two parcels made by M'Carty, sub-
sequently to 1824, to wit, one of December from December
of June 1, 1826, for 82,750, and one of a tract of land
from Mexico, for 86,000, on 20th March, 1825. There
are no mortgages except so far as in M'Carty's
name, and only a few notes of the same.

All the reasons for the defendant's case. All the witnesses
for the plaintiff, without a single exception, that were in-
terrogated concerning the intentions and capacities of
the defendant, agreed, that she is an able, intelligent and
intelligent woman, and that her business was very lucrative.
Not one of the reasons for the plaintiff, contrary to or
even questions this. But they deny that the description

business he did, could explain the large fortune he is now possessed of. It will therefore, in one instance, give a summary of the declarations of the witnesses on this head.

As already stated, it is on this subject that most of the testimony was taken, and it contains, therefore, unavoidably repetitions. The defendant's business was to purchase dry goods from the importers, and to retail it by her store, or by persons she sold for her on commission. She had, at times, different sorts of merchandise, some of her other slaves were also sent out to sell goods, at times, many persons sold for her on commission, (p. 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133.) Her operations extended into the islands. (Charles Village, p. 87) as far as Toulon. (Touloon.) The store she had was in the Parish of Plaquemiers. (Plaquemiers, p. 105.) Some of her merchandise were St. John the Baptist, (Terre-a-Bateau, p. 123.) This was the usual way of retailing dry goods at the time. The goods were very large, 60, 70, and even 100 per cent. (p. 124.) No losses were then sustained, every body was good, and paid well. (p. 105, 106, 107, 108.) Many fortunes were made in this kind of business. (Touloon, p. 127, 128.) Ducauc of Kencolly, p. 105. Moreau Louis, Ducauc, p. 126, Louis Segur, p. 126, M. Vaupar, p. 126, 127, 128.) The defendant bought on a large scale.—Her credit was enormous, and she was as much as any responsible merchant. (E. J. Fournier, p. 127, William deBoy, p. 111, M. V. David, p. 126, and others.) Ducauc Kennedy sold her a great many goods at 500 per cent. (p. 104.) and says that he would warrant having sold her goods for $400,000, on a credit. (This was not a small, though a retail business, and the defendant followed it up with remarkable industry and ingenuity. Merchants would send her their invoices, (111, 121, receiving goods, 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. (153, 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 contains 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 other pages of the defendant, as the defendant's own witnesses. (P. Laredo, 109. Biéy's Ed. for 1667.) And what became of the rich, strength of so many years of industry, perseverance and industry? According to the plaintiff, it would have vanished without leaving a trace; according to the witness, it was employed by Macarthy in discouraging notes at a high rate of interest. Macarthy told them so himself, and it would be believed if Macarthy had not confessed it. (Clar- bien, Lerma, Vals. 100, 101. Lardeno, 106. Miner, Cliford, 104.) The defendant desired to prove the same fact by other witnesses, but the Court would not permit the question to be put, on the ground that this was hearsay testimony, and that Macarthy being dead, could not be questioned. (Pratt, of exceptions, 34, 348.) We leave it to the Court to appreciate the decision, the more readily, as the facts are unquestionably more out quite clearly, without the aid of any present testimony. Mrs. Cliford, the defendant's daughter and intimate associate for a number of years, was the first to give him money to Macarthy, to be invested. (126.) This was generally believed to be the fact, and Blandon, a witness for the plaintiff, (102) and indeed, the most important. Macarthy would not have permitted any body in his house to have money lying idle. Many other witnesses de-
similar declarations, but it is surely unnecessary to notice them. \textbf{When persons of the defendant's particular acquaintance applied to her for loans of money, she lent them to Muncy, saying, that he attended to those matters, (151-56.) For many years past, all the checks that were given for notes discounted by Muncy, were signed by herself, and the notes when put in bank for collection, uniformly bore her endorsement. Muncy 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 father of her children—of her companion through a long life—and of the man to whom she was bound by every tie the law imposed on her to form—if an excellent manager, she should never have interfered, and never contradicted him! (153.) Why wonder, again, that under those circumstances, Muncy himself, should have willingly bestowed his time and his labor upon the increase of the defendant's fortune? Did he not labor for three persons in whom, of all others, he was attached? Was not the fortune of the defendant, and of Muncy together, 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 settlement of accounts between those parties, though it may have been impracticable at some time at an early period, it might have been practicable to make one, and to discriminate, with some approach to justice, what portion of their joint fortune was more immediately the result of the capital, the savings, and the exertions, of each of them. Supposing that such a settlement had been made, what provision of the law would have prevented Muncy, from openly devoting his own fortune to the maintaining of his family, and to the education and establishment of his children, thus confining it, and leaving the defendant's separate fortune for commercial circulation? And this, whether be intended to
or not, is what Majesty actually did. He kept a good table and always had some friends to dine with him, say the witnesses. His five children were well educated, and lived at the south, (p. 143), three years ago in New Orleans, two in business and two living on his income, (p. 245), and two of his children, Mme. Chery and Berthe, and Mme. Recto have been for many years established in Cuba, where they have three plantations, (p. 245). We have a right to presume that all these expenses occasioned by the support and education of his children were defrayed by Majesty, and if he left, it was now to call upon the defendant for a satisfaction or reimbursement, they could certainly not substan-
tiate their claims in law. Majesty himself is at present own-
er of the plantations in Cuba. It proved a losing business, and cost him a great deal of money. Before 1829, says the witnesses, Mme. Recto (p. 154) Majesty went to Cuba himself—
etrusted his affairs to a master interlocutor at the time in Cuba, and it formed a subject of constant conversation between them.
All the plantations in that neighborhood, the "Culebrita du
Limbo" were injured, and the climate becoming too warm for
coffee, the provisions were exceeded, and coffee having
become a favorite in the neighborhood, the "Culebrita du
Limbo" were injured, and the climate becoming too warm for
coffee, the provisions were exceeded, and coffee having
greatly fallen in price, Mme. Recto, Majesty's second wife, who
managed the plantation, felt it to keep the school in town.
About 4 years ago, his children in Cuba, wrote to Majesty
that he could not go and to come there, and he observed that
he would do no such thing, having lost 4 to 5000. (p. 246)
To the previous trip (p. 245) The Record, (169 to 169), recorded a number of letters written by Majesty, by Mme. Recto, and by his son Berthe,
and his daughter, Mme. Recto, Rigaud, which throw light upon the business he and his family had then,
and show it to have been most disastrous. Reasons ex-
terius, complaints of backpay, cease of anxiety, and calls
for money on their substance. In the week of more than a
number of debts have yet been preserved, which show a part.
and certainly a part only, of the remittances made by Mau-
curry to his children. The following is a list of those drafts:

<table>
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<tr>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1822 Aug</td>
<td>8300</td>
</tr>
<tr>
<td>1828 April</td>
<td>2000</td>
</tr>
<tr>
<td>1838 May</td>
<td>1000</td>
</tr>
<tr>
<td>1841 June</td>
<td>2000</td>
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<tr>
<td>1841 Dec</td>
<td>3000</td>
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<tr>
<td>1843 Sept</td>
<td>1000</td>
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<td>1844 Aug</td>
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<td>1844 Aug</td>
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</table>

$30,000

The drafts were mostly sold or collected by the commercial houses of Vincent Reid & Co., Duclos & Co., Hodge & Onerley, LaFaye & Co., and the Commercial Bank. They were sent for the relief of the plantations in Cuba, and to distribute them of debts, etc., for their purchase as the exigencies required. Only $4,000 of them are anterior to 1838, and this evidence taken coupled with Maucury's declarations to the witnesses, Manlan and Mass. Chateman, confirms the belief that Maucury sent to Cuba what amounts to his entire fortune in itself.

The extent of the defendant's fortune is very fully shown by the record. The petition states the draft withdrawn from the Bank at Louisiana, and the purchase money of the real estate described in it, the defendant was paid upon to deliver in open Court what other property he owned.
and its value (p. 75) and the whole amount to $156,925.87, 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 able management of Maccoby. What the defendant
should have made of it, if she had managed it without Maccoby's aid, it is useless to conjecture. Maccoby cer-
tainly expected a commission for her agency, and his body does require it still less.

It should not be forgotten that Maccoby made a will eight-
months day before his death (p. 242) by which he declared
that his real property were three lots and ten casks—the
whole of which he left to his legitimate relatives, with the
exception of $500,—making a legacy of $2000 to the nomi-
nal plaintiff, Theodore Maccoby. This yielded to them
about $12,000, of which must be taken into consideration
when we account for Maccoby's formed fortune.

This, then, is the sum and the whole case, before the
Court. It matters not 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 Robinson, each which he had endorsed for E.
R. Maccoby's accommodation, upon the latter had a large
amount to pay to Lynxmore's enziadar, after the latter's fail-
ure (p. 265). He may, for a while, have got the defendant's
notes in bank, as last indorse. He may have had them dis-
counted, in order to discount with the premium at a higher
rate. We know that he had agencies; that, for instance,
he paid Main's notes from 1824 to 1827; (p. 265)
and on the 25th of December, 1847, when he made over his
agency to Maccoby, he had $60,000 of her money in the
hands [284]. It was from 1824 to 1836, the agent of C. B. Lamass [204, 205], that he gave him the management of upwards of $100,000, and kept the account of Lamass’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 to that bank, [284].

With such a case on the merits it is hardly necessary to dwell on lengthy upon defendant’s plea of exceptions, [p. 207] which are therefore submitted to the Court, without argument.

Yet, it is perfectly apparent, that if M. C. Murray indeed, intended to give as the defendant a part of his fortune, he did so before the passage of the new code, which for the first time introduced 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 heart and character as the defendant has been shown to possess, she would have been able to bear in her worthy affairs, and in the secret of all who know her, even without Maurice’s permission, and that the best explanation of her fortune is to be found in her conduct. What we are to think of her being is best shown to us by Nicolas Theodore M. Murray, whose name is at the head of the petition. The record contains numerous letters addressed to him by the defendant [705, 706, 707], in which he takes small sums of money, and others beg of her, on the ground that she had so often assisted him, vows eternal gratitude to her, and subscribes himself her most devoted and conscientious brother forever.” [207].

We need not mention, not wonder, that not much more than one-third of Maurice’s hogs have consented to join in this suit, so that Theodore Murray obtained, for the transfer of, not only his property
[14]

$5,000, but of all his hereditary rights to Charles R. Fort- 
sell, but $1,000. [B.B.] Under this voucher, Fortsell now 
claims one-sevenths of the cause, 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.