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

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

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

Anthony G. Barthelemy (2000:252–275), Arnold R. Hirsch and Joseph Logsdon (1992), Caryn Cossè Bell (1997), Joseph Logsdon and Caryn Cossè Bell (1992:201–261) and Joseph G. Tregle, Jr. (1992:131–85) discuss the Americanization of New Orleans. The Americanization refers to the process through which the Creoles assimilated and asserted continued difference from their new countrymen beginning with the Louisiana Purchase in 1803. According to Tregle, “the fierce determination by white creoles to link their identity to a biological rather than the cultural heritage they shared” with the Creoles of color (1992:190). In addition, American Civil codes severely restricted race mixing in New Orleans and prohibited the legitimation of
mixed-blood children (Bell 1997:77). This combination eventually succeeds in ending the practice of *plaqage* in New Orleans (Barthelemy 2000:261). This thesis builds on the current concept of *plaqage* 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 PLACAGE 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 *plaqee* (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 *plaqage* partnerships lasted for life, while others were terminated upon the man's marriage or for any
other reason the man deemed appropriate (Blassingame 1973:28; Gehman 1994:37). However, in the event of termination, it was understood that the male would still be responsible for providing financial support for his *plâçage* partner and their children (Blassingame 1973:18–19; Gehman 1994:37; Martin 2000:68 ;).

According to Bernard Marigny,² Eulalie de Mandeville began her relationship with Eugene Macarty in 1796 when she was around nineteen years old (Bernard Marigny 1846:71, Appendix B). Macarty was born in New Orleans in 1765 and was apparently introduced to Eulalie by her father, Pierre de Marigny de Mandeville ³ in 1790 (1846:71). Eugene Macarty was the third child of Barthelmy Daniel Macarty and Fançoise Héléne Pellerin.⁴ 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 *plâçage* partnership was chaperoned by

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² Marquis Antoine Xavier Bernard Phillippe de Marigny de Mandeville (1785-1868). Courtesy of New Orleans Public Library: Louisiana Division and City Archives: Orleans Parish, Louisiana.
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 ⁹ (see figure 3), and slaves by her brothers, Jean and Bernard Marigny (1848:96–97). She was also given gifts by her father, including financial support and over seventy head of cattle (1848:96–98).

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

Figure 3

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

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

Eulalie was respected within the Creole community and described as intelligent, well educated, and wealthy. She was a shrewd business woman who not only knew what she wanted, but also possessed the ingenuity and resources to get what she wanted (Livaudais 1846:82,
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 defendant 1846:81). His sons with Eulalie were known as his “Mulatto sons,” and these sons were well known within the Creole of color community in New Orleans (Black, witness for the defendant 1846:81).

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

The Louisiana Purchase in 1803 not only doubled the size of the United States, it also increased the restrictions placed on people of color, enslaved and free, living within Louisiana (Hall 1992:208). The Creole of color population of New Orleans saw Americanization as a direct threat to their culture, not to mention their freedom (Hall 1992:161–162). By 1830, many Creole of color families had fled New Orleans for France, Haiti, Mexico, and Cuba (Bell 1997:54),
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 *placage* 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 *placage* 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 plaçage arrangements with well-born white Creole men” (2000:66). Bell points out that, white American mothers “complained in the Louisiana Gazette that the insolence of free women of color drove them from the sidewalk and their sexual liaisons with white men threatened the racial purity of Louisiana’s best families” (1997:77). Consequently, “in June, 1828, city officials bowed to public pressure with an ordinance that prohibited white men from attending dressed or masked balls composed of men and women of color” (1997:78).

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

According to Bell, “after 1812 an array of state and local regulations restricted interracial contact (1997:77). “White Creoles who participated in plaçage or otherwise condoned miscegenation found themselves being accused of being less white” by Anglo-Americans (Barthelemy 2000:262). These Americans were convinced that Creoles and their custom of plaçage represented “the blackest rage of human passion and all the dark and damning deeds that
the fiends of the infernal regions could perpetrate” (Tregle 1992:150). According to Barthelemy, it was the Anglo-American idea of white purity that finally forced white Creoles to choose sides “and deny their consanguinity with their Creole brethren on the other side of the color line” (2000:262).

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

The trial lasted ten months and hosted a number of Creoles as character witnesses for the defendant, including New Orleans real estate mogul Bernard Marginy, Eulalie’s half-brother (Bernard 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 *plâçage* 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 Marigny 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 *plâçage* 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 Bell1992:221–228).

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

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

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

**PLAÇAGE VS TRADITIONAL MARRIAGE**

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

— Virginia Domínguez, 1986:1

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

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

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

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

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¹ In this thesis a “traditional marriage” refers to the religious or legal ceremony formalizing a union between a man and woman.
have learned that she was a woman of color and the daughter of a white man. This realization could have very well influenced her choice to participate in *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 figure 7) and
the Macarty Plantation in Chalmette, among other things, became the headquarters of General

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
(1848: 95, Appendix F). Later, he would start a lumber business with trees on de Marigny de Mandeville’s plantation and use Eulalie’s cows to start a dairy (1848:95). Eugene’s lack of wealth challenges the description of the male role in plaçage Blassingame (1973:18), Gehman (1994:37), and Martin (2000:66). Eugene was a white male who relied on the woman of color for financial support. The Brief for Defendant states that, Eugene treated Eulalie’s wealth as his own and used it to build several successful businesses and accumulate a considerable amount of wealth (1848:102–103).

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

Figure 9

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

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

—Mary Gehman 2000:209

Dabbling in the Market

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

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

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

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

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

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

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

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

3. According to William de Marigny Hyland:
Pierre de Marigny de Mandeville was born in 1751. He was educated in France and served in the French military in Guyana and as a royal musketeer in France. He returned to New Orleans and married Jeanne Marie 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 Hélène Pellerin was none other than Marie Delphine de Macarty Lalaurie. Lalaurie is known in New Orleans folklore as being one of the city’s cruelest slave owners.

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

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

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

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

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

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

12. According to Tregle, by the 1820s:

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

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

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

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

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

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

Figure 12

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

Figure 13

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State of Louisiana
Second District Court of New Orleans.

Petition of Theodore Macaray, R. and J. 19th

Petition of
June 19, 1946

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

The petition of Petre and Theodore Macaray, late of Edouard Frechette, William Adams, late of
Catherine Estelle, Andrea, late of
Hire Edward Frechette and Catherine

Joan, late of St. Conole, and by

her late husband, Joaquin

Estelle, late of his minor children

Edgar, Estelle and Elizabeth Bloom.
The legitimate issue of his marriage with Nata Monnart, wife of Henry Joyal, by him duly authorized, Jean Baptiste Franques DelPiron de Noel Monnart Diebold, all residing in the City of Quebec, is hereby presented to you with the power of the said Marcell, as the following profession, the said legitimate heir, left by the late said Monnart, deceased, in the City of Quebec, on the 23rd of October 1845, and whose decease has been published before the Honorable Court on the 27th of October 1846, 1850,

Nicaise Monnart, infant of Montreal,
Charles Joseph Fontall, 25.
Mrs. Delureau, 26.
William Monnart, 28.
Catherine Elizabe Fontall, 29.
Elizabeth Monnart, 30.
Adelaide Marie Delureau, 31.
Edgar Delureau, 32.
Elizabeth, and Elizabeth Delureau, 33.
Marie Delureau, 34.
Catherine Marie Delureau, 35.
Mary Delureau, 36.
Catharine Delureau, 37.
Delphine Monnart, 38.
Delphine Monnart, 39.
Delphine Monnart, 40.
Delphine Monnart, 41.
Delphine Monnart, 42.
Delphine Monnart, 43.
Delphine Monnart, 44.
Delphine Monnart, 45.
Delphine Monnart, 46.
Delphine Monnart, 47.
Delphine Monnart, 48.
Delphine Monnart, 49.
Delphine Monnart, 50.
Delphine Monnart, 51.
Delphine Monnart, 52.
Delphine Monnart, 53.
Delphine Monnart, 54.
Delphine Monnart, 55.
Delphine Monnart, 56.
Delphine Monnart, 57.
Delphine Monnart, 58.
59
The lawful property of the said Eugene Macarty, being the proceeds of promissory notes discounted by him, and deposited by him in the agent in said bank for collection. 60. A sum of One Thousand Dollars being the face value, paid by Eugene Macarty, to Samuel Johnson, in this City, for the erection of a three-story brick building, on a lot of ground, belonging to Estelle Maundwell, situated Hospital Street, between Dr.PHine & Surgundy Sts. in this City.

35. Day Have named Charles also agent, purchased of John Nill on the 8th June 1837 by E. Macarty under the name of Estelle Maundwell, for the sum of Four hundred and ninety-five dollars, and paid by Eugene Macarty.

4. One Have named Terry, purchased of J. Redfield, on the 8th day of December 1839, by E. Macarty under the name of Estelle Maundwell, for the sum of Eight hundred and twenty-five dollars, and paid by Eugene Macarty, in the face of this note, endorsed by O. Smith.

39. One Have named Gracie Charles purchased from the estate of Maundwell by Estelle Maundwell, for the sum of Eight hundred and fifty-five dollars, and paid by Eugene Macarty.

42. One Have named Henry purchased of the above Charles, by E. Maundwell under the name of Estelle Maundwell, for the sum of Eight
Seventy seven dollars and paid by Eugene Macarty.

2. One piece named Field property purchased on the 25th April, 1844, by E. Macarty under the name of Catharine Mandeville, of Berkeley, Maryland, and others in a sum of five hundred dollars and twenty dollars, and paid by E. Macarty.

3. One lot of ground purchased in the name of Catharine Mandeville at the Sheriff’s sale, on the 19th October, 1840, and situated in Suburb Mandeville, in the City, Morrow Street between Mandeville and Marigny, measuring 60 feet front on Morrow Street on 120 feet depth, for seven hundred and fifty dollars, and paid by Eugene Macarty.

4. One lot of ground purchased in the name of Catharine Mandeville by E. Macarty of Henry Leonard by deed of the Executors of Catharine Mandeville, in the City, on Oliver Street having 40 feet front on Oliver Street, by 60 feet in depth, for the sum of seven hundred dollars, and paid by E. Macarty.

5. One lot of named Field property purchased under the name of Catharine Mandeville on the 16th December, 1842, of Eugene Macarty, on the street of the Executors of Manuel Goyne, for the sum of seven hundred dollars, and paid by E. Macarty.

6. One lot of ground situated in Suburb Mandeville, designated by...
34. A. Lot, measuring 33 feet front on High St. at its 1st side in depth purchased by Eugene Macarty under the name of Lucius Mandeville of St. Louis for the sum of four hundred dollars and paid by him.

35. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

35. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

36. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

37. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

38. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

39. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

40. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.

41. One lot of ground situated at St. Louis, in the City, in the space at the north cross by 12th Street at 6th Street by 137 feet in depth purchased by Eugene Macarty under the name of Lucius Mandeville from the Sheriff of the Parish of Orleans, and paid by E. Macarty.
described, and the sum of One hundred and Eighty thousand dollars and fifty dollars, was paid in the Louisiana Bank, by Eugene Macarty, to the Credit of Estelle Macarty. The sum was paid by him, but the property was not conveyed to her, for the reason that the building on Estelle Macarty's lot, was the property of the Doctor; that the land was owned by him, and had always been under his control during his life time, and was placed under the name of Estelle Macarty, in the form of a donation which was made for the fraudulent purpose of violating the law, and depriving the legitimate heirs of the Estate.

Pursuant to the further agreement that when the said Eugene Macarty, some fifty years ago, sold Estelle Macarty, as his concubine, she was entirely destitute of any means, except of a tract of land situated in the Parish of Plaquemine in this State, and which he, by his Father, M. Mandreville de Mereville, which land of land has always been and is still under cultivation, shall there the estate of the late Eugene Macarty has remained from the father, M. Mandreville, to the wife of Mrs. Macarty, the daughter of the President of the French Board, under the Spanish government, which, in the amount of four thousand dollars, which sum he had transmitted.
...interested, and has earned the sum of one hundred dollars, and six thousand, one hundred and eighty dollars and 37/4, which was deposited by Eugene Macarty in the Bank of New York, under the name of Said. Belalde Manweline, with the fraudulent purpose of depriving his legitimate heirs of the Estate.

It is further prayed that on the 28th of October, 1845, the said Belalde Manweline, had withdrawn the sum of one hundred and sixty thousand, one hundred and eighty dollars and 37/4, which was deposited by Eugene Macarty in the Bank of New York, under the said's name, passing on the same from the said to another, and soon after the death of Eugene Macarty, who was then in bed, carried off, and who actually died on the 12th of October, 1845. Twenty-three days after the withdrawal of the sum above described.

Wherefore the Summers being considered the petitioners pray that the said Belalde Manweline, the successor of Belalde Manweline, be cited to answer this petition, and that, after due process had, he be restrained thereby to the detriment of the petitioners, the said Eugene Macarty, the said Belalde Manweline, and the sum of one hundred and sixty thousand, one hundred and eighty dollars and 37/4, which sum above described.
that in the Louisiana Bank by Eugene Macarty under his name, is withdrawn by his agent on the 2nd of October 1845, the sum being the property of the late Eugene Macarty, with legal interest from the date of the withdrawal of said sum, but paid in the sum of seven thousand dollars, being the said sum paid by Eugene Macarty to E. Lamothe, for the reason of building as above specified on a lot of ground belonging to Eudalie Mandeville with legal interest and privileges on said building. It is to be understood that the lots of land and lands and property above described be declared null and void, and the same restored to the tenant of the late Eugene Macarty as being purchased and paid by him, and placed under the name of Eudalie Mandeville for a donation in the time of the said Eugene Macarty, and in consideration of the fraudulent purpose of deceiving 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 fortune, he brought back to the estate of the deceased Eugene Macarty, to be divided among your creditors and his other aforesaid heirs, as Eudalie to have, and that she, Eudalie Mandeville be considered as the owner of this deed, and they further pray for all and such other relief as the nature of the case and equity may require.
Petition

A l'honorable & a, honnere, juge de la vicomte Cour de District de la Nouvelle Orléans.


Catherine Edith Tindall, épouse de
cène Armand Thuy; de lui donnant autorité a cet présent,

Adolphe Adolphe Tindall, épouse

P Camille Allard et de lui donnant

A cet présent, Louis E.

Bou, agissant en son nom de lui et en

Parti Comm. Edgar Edith, et

Elisabeth Tindall, décès de son

Mariage avec Noah Tindall, et

Monticell, épouse de Henry Speed

de lui donnant autorité a cet

Présent, Jean Baptiste François

Dubier, et Vive Balchamy,

Tindall, tous demeurant en la

cité

Supplicie, respectueusement,

J'ai lu l'acte de

personne de la donation de la

propriété devenu, le

aidant et uniquement, frère légitime,

audit, par feu Eugène Moroney,

décédé en cet acte, le 26 octobre 1843, et dont la donation a été

ouvert publiquement, cette Cours.

Savoir;
APPENDIX B

That Eugene Macartay was the real person intended, and that the name of Culahy Manville was only used to throw certain persons while said Macartay had in pain.

Answer

The only answer which satisfies one party to this question is that he considered Macartay as his client, and consequently considered him as interested in the suit.

Plaintiff:

Defendant by his attorney E. Smith & Co., who the above objections were presented to Mr. Sprague, declared in their answer that they had no objection to the said amendment that as he thought proper.

Plaintiff's case in England the book of the Register of Chancery was Eugene Macartay's account kept. Copy of which duly certified by C. Wain, Commissioner of Deed books, was furnished and filed with the County of both parts.

Plaintiff's have also introduced certificate of Register of Chancery and same filed and marked Nos. 13.

Plaintiff's have done their utmost proceeding only the instructions were after of natural acts or substance of them.

R. Martin, counsel for defendant.
Says he knows the defendant. The family of Wilted as being his natural father. Wilted had been known to some 20 years. His father of witness killed her and had great confidence in her. With each being known documents to be filed at the proper hand taking of his father who died on the 10 May 1877.

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

Witness says she above documents are without date but must have been written previous to 1866 as his male date on the 10 May of that year. Defendant was brought upon in a friendly light by all his family.

Witness says that his father gave defendant a piece of ground having 700 feet on each side of Farnes. Balf about the year 1856, that when his father sold the Farnes plantation to Mr. J. P. de Courcy at the entrance of farm was closed he gave her. The defendant refused it and to head of project which he had taken from said plantation. That when witness had started Mary Grey laid out, he passed to defendant the sale of two lots in Tennessee, first; the lots were about 20 by 120, but that although by the act, the two lots appear to
have been sold, one of said lots was a donation from Widow, three
lots of ground are the same
designated in the and now entered
and filed and recorded.

As at that time, your
had owed a saw-mill, he gave
defendant the lumber with which
he built our said lots. In the
year 1808 or 9, the brother of Widow
met Jean, 13th Mainguy, gave
defendant $30 with which
he bought a lot of ground in Hopkinton
with four poles from Pierre Lacoste and
where his house still stands;
that the brother of witness died
in 1806, and left the defendant
as a legacy, a slave named Ma
tain, who died about 30 years
after.

The estate which the wit
ness's father had given defendant
the defendant sold a portion of
them, and the remainder which
was sold to Charle, he had under
unto the plantation of witness
father, which is now called Ma
inguy. This is all that belongs
rivied of the defendant's affairs
which are positive and personal
to him.

Witness being sworn, say
next, now filed and marked. I
gar that it is in the presence
hand writing of J. M. Mainguy
his brother, and that from the
character of his brother and the
form of the document he only 
believed it was a donation. 
Witness says that 
after his father died, the plantation at here now known 
Geneva 
Maury and McEntire talked 
that part of the plantation where 
shrinkage became problematic, 
Majors and between the land 
ad the city. They paid rent to 
three dollars per month for it, 
and cultivated it as a vegetable garden, 
Right on that because 
that the portion of the battle, which 
Witnesse father had given to 
Landside, was brought here and 
sold to the establishment of a 
dairy and he had made the 
press as far as he could. Besides, 
he had always known defendant 
retaining dry goods. He was engaged in that trade as early as 
the time when the region, the 
plantation of cotton and other 
products that were sent to the Spanish goods, the 
statement there, that is business 
Can recall that the defendant had always been a very steady in the 
shipping, industries, and economic 
but it is a very intelligent 
system. Witness says that the 
property purchased by defendant 
from these above, in Hospital 
street, is situated between Dagham 
and Bannery and it's ninety 
acres to Mr. Albert Leonard.
Witness it is the same which she built upon in 1839, as he knows of no other property of hers there. Defendant left two new lauds after the death of his first grand mother, Madame de Baudry, sometime in 1799.

Witness knew Charles Olivier, he is his first cousin, he was about 68 years of age, about 3 years older than witness. Charles Olivier returned from France with the father of witness in 1797, and towards the year 1798, he went to reside in Haiti. He lived with his father, but as Olivier was a young man, he was very often in town and lived in the Olivier family. Witness knew Eugene Maccartey he took up with the defendant about the year 1796. Maccartey returned from France in company with the father of witness in 1795. His father and the Maccartey placed Eugene on a plantation in 1792, after belonging to other masters, and in 1796 Eugene Maccartey died around his 30s. Maccartey bought this one from a slave dealer and in 1797 he leased the vegetable garden. The town of Port-au-Prince alluded to was returned to the plaintiff the agent of 800 were sometime in the year 1805 or afterwards.

Cross-examined
Witness says that Oliver et al.
Party returned from France he was about 30 years of age; but with the $200 loaned him by his sister he purchased one of her negroes, sold the other, and’took up the money; he leased the 20 acres of vegetable garden as above said.

Afterwards believed that when the Party was on the plantation about his brother had planted him, he told Wood, with her; and wanted his money. Defendant was 19 years old when she married him; her, and in her father of witness gave defendant money, when she committed herself with Masarrey, but that he was only 11 years old at the time, and too young to know anything about it. When Masarrey took up with the defendant, he lived on the plantation of his father J. H. Masarrey, and used to cross the river and come and see the defendant who lived just near the same. The ground was once a garden of fifteen acres, and a very active, industrious man, an economical young man at that time; will not attend has at always known him as such.

Wood had seen Masarrey when he lived on his brother's plantation, coming a cart loaded with wood, but whether he swam or floated it at the edge of the bayou or came into the city and sold it.
it he does not know. He never has.
always known Macarty but not
intimately; that he own had
but few transactions with him
and no money transactions at
interesd always had credit in
bank and could obtain money
without being shamed. Mr.
O'Reilly was industrious in and
put out his money at interest.
McKee says that it is not by
his positive knowledge that
Mr. Macarty's little but him.
But as I was told, that he
ought not when there all he
had acquired anything, and
should be in easy circumstances
but that from his father being
a rich German and without
children, he should provide
so.
That at the time that Mr.
O'Reilly went into partnership with
Macarty, he said with, proud
Only few words and had a word
gaps; had had plenty of business.
At that time that line
of business was lucrative, that
besides the cattle of defendant
at the place of Macarty and
saying that there were cattle raising
which belonged to Macarty,
Macarty; they had both rick
which they sold their wood for.
It was laid at the time that
Macarty had money on whom
McKee says that the O'Reilly's
by defendant were sold to Mrs. Party and witnesses. Defendant had about 12 cows at that time. British laws are thus word found much of it. Defendant had heard three negro women who sold dry goods in the streets, and she sold goods in this way for 40 years. She knew a boy who had gone to Europe on his return, he brought out an assortment of goods, and at small price was offered in her house. This was before 10 to 12 years ago, and was not continued regularly, but at two or three different times. Naturally desired to have considerable store of goods in his hands, which he placed at market.

Affiant says that the Party had the reputation of having a great deal of money in his house in 1839, at that time he did not think that this was any fraud, much more money, but discounted many notes. Mrs. Party continued in the line of a many. After within a year of this death, and in fact discovered that the amount he had in hands must have increased very much. The kind of business followed by Mrs. Party, must have brought in much money, and it must have been a very lucrative one; her business was very extensive.

Question by Plaintiffs.

Whether the Covenants followed.
by Eugene Murdock was not more reasonable and more liberal, than that followed by Eulalia Maunder &

Answer

That both were very liberators.

Witness says that defendant had two other children, by Murdock. Son and daughter and four sons; they received a very good education. Eugene one of his sons was brought up at the school; he does not remember if other that son been educated. His wife, his daughter was educated. His

Witneses being asked whether he knew either personally or by having heard in his family that his father gave at one time to defend the law of 1836

Witness answers that it is probable that his father gave him five or six dollars, as it was generally done by fathers who had natural children to give money in hand to send them to school. Witness states that he is acquainted with the family and has been heard of it in the family.

Witness says that personally in the same deal of money, previous to 1836.

Examination in Answer

Witness states that when Mother and Murdock dealt in lumber, they had horses taking wood from the lower planted, they took a
portion of that went from the hand taken given to the defendant by the father of defendant. It is the story of the defendant of a grant of a portion of that which the defendant wanted, and defendant under the name of the defendant, and later under that of the defendant of the other. Wm. says that he has been given it. Wm. says that he has been given it. Wm. says that he has been given it. Wm. says that he has been given it. Wm. says that he has been given it.

Laid the hand that at the other time defendant and defendant took over off of the plantation given to defendant by his father, whether this paid for it at all, but supposes that it was paid for, as things are not done. No money given for nothing.

T. H. [illegible] evidence for defendant. Sworn says the name Wm. says the defendant, he knows them from the year 1816, at that time defendant had some property who retained any goods in the State; that line of business was then considered very hazardous at that time few completed with that sort of business. The defendant says many hard times he began in that way. In making fortunes, he never knew that defendant had left off the business. defendant was a clerk with Mr. Davies, and it was there he saw her and sold her goods. He enjoyed good credit. defendant says that the house of Davies at
APPENDIX C

defendant enjoyed an reputation of being steady, active, industrious, economical.

Cross examined: Was he ever 궁금한 (Verbose) of this in 1875? He was in Philadelphia and had a store which he said he did. He said he did. He said he had a store in Philadelphia since 1875, has been in business in Philadelphia very

high. He has been a successful merchant. All the goods sold are goods to which I do not know, but I do not know much about the goods. Defendant sold goods by retail; I do not know if the goods were sold by retail; I do not know the name of the goods. He did not know the name of the goods. He did not know the name of the goods. He did not know the name of the goods. He did not know the name of the goods. He did not know the name of the goods.

T. L. Jones, witness for defendant, brought letters he had written defendant. He had been in business with defendant. He had been in business with defendant since 1875. He did not know, knows defendant. He was a good, honest merchant, and did Commercial House. He did not know, knows defendant. He did not know, knows defendant. He did not know, knows defendant. He did not know, knows defendant. He did not know, knows defendant.
Some of the business, understanding
that was Mr. Armstrong, named
White, a gate London. Indeed
Louis Street, there is a situation
at it. Professor Armstrong is well
off by it, though not so rich as the
Alford, and Mr. Gates, also made
affairs at the kind of business
White's the business Profes
from 1826 to 1841. Defendant
that literally extensive business
handled. Indeed, it was that, knew
business and defendant involved for eighty
White's law defendant very often
but not on business.

Cross examined.
Mr. White says he has been in
business since 1826 up to 1841.
When he left, Mr. White known
person, who simply made a living
by telling it, and, but they are
not to come to loans, or de
indulged them. Indeed says that he
cannot say what defendant may
have realized by any of people,
he says it was at that time
from about $2700, exactly $2500
as a person who thought how far
there was bound to make people
because everybody was paid and
paid out. Indeed was not knowing
of defendant, pleased any other to
make besides the relatives. Indeed
says that, because Burke, I mean
from this means how the
persons with whom she lived, that
need became only by light and

00221
Third of this business. Witness says that Miss E. Harnett, Mrs. Davis, Dr. Davis, Mrs. Ashe, Miss Ashe, Miss Reid & Miss Johnson, have made fortunes at the Serpina. Counsel is well off but not as well as the Morris, and Mr. Bristow also made fortunes at this kind of business. Witness says defendant belted defendant from 1826 to 1741, defendant and tolerably extensive business. Witness doth not know how defendant invested his profits. Witness saw defendant very often out only in business.

Cross examined

Witness says he has been in business from 1826 up to 1841. When he left off, witness knows no person who made a living by selling at retail, but they are not on the land or taking on defendant was. Witness says that he cannot say what defendant may have realized by any of profits, he says it was at that time firm. Could not be carried away as a freight who failure. Witness was bound to mail. Party deceased. Everybody was good and made out. Witness did not know if defendant followed any other business. Wanted the writing. Witness says that Miss E. Harnett was at Deed first this next from the person with whom she lived, that was done only by sight and...
Overy told me Mr. Biddle was well off. He told me that Mr. Biddle did not live with a white man. Aurora Moses lived with a white man named Shaw since she was a child. Aurora Jacobson lived with Mr. New. Witness says that when she married, she left the country. The estate was worth from $25 to $500 in dollars. At that time, she considered it a fortune. She left in 1817 or 18. The defendant did not much about the same amount of money. Witness says that the reason why he said that he did not know. The estate had been left with the above fortune because she held him to. Before left Louisiana in 1820 or 1821 and live in France where she since died. At he had sold when he left she about $5,000. She took away part of the fortune and left the balance in this place. She only had one child. Witness says that at the time she married, she had no store, but that afterwards when she began to make things in France, she opened a store. Examination on Chief reserved. Witness says he did not know how many merchandise defendant had, but he sold her two at the store. She purchased
Joseph McCabe, witness for defendant, and sworn, says that he knows defendant, and that he knew her for 50 years. He has always known defendant to be living good since 1799. He said the defendant good from defendant for a few years. Since, when he sold the property here, defendant was living good. He knows the defendant well, and that a dairy. Witness says that the property on which a brick house has been built, as having belonged to defendant many years back.

Could not recollect.

Witness says that he knows that the property was sold off of defendant's plantation and that he was purchased purchased down from Macarthy's estate. He who told him that it was Macarthy's estate.

J. S. East, Plaintiff, says, Judge defendant, sworn, deposes that he was 74 years old on the 20th day of 1797. He knew Defendant personally very well; he traded him from the year 1791, when he first came to this place, and became better acquainted with him afterwards. Witness states that the time when Macarthy Conned himself with
APPENDIX D

Joseph Strobe, witness for defendant, deposed in open court, testifying that he has known defendant, his wife, for 40 years. He has always known defendant boiling goods since 1799. Defendant has bought goods from defendant about a few years since, when he went to Germany. Witness states that defendant sold them and kept a dairy. Witness says that deft. is a man of hard words, from the plantation. Defendant is of hire and has had it for ten years. The witness knows that the property on which a brick house has been built, as having belonged to defendant for years lastly.

One more point. Witness says that he knows that defendant told several of the neighbors that he was the first one who purchased land from Mr. Carroll's estate. He also told them that it was Cool's.

J. E. Cool, additional witness, for defendant, deposed in open court, testifying that he was 16 years old on the 30th day of May 1799. He knows the Mr. Carroll's farm. He lived there from the year 1795. He was first coming here, and became better acquainted with him afterward. Witness cannot recall the time when Mr. Carroll returned himself.
defendant, it is to long since
that when he knew me only some time after the year 1790. Maseley
had no infant. Witness became
acquainted with E. Maseley) Hans
with some time before 1797. We
was married about that time with
D. Maseley. Mr. Maudwine
bought of defendant at her own
dughter and house and to the
house. Witness conceiv.
Recalled that time defendant be-
ning to trade, but knows that after
Warre engaged extensively in dry
goods. Defendant And the others
wrote to him. Witness proceeded of there
Witnss recollects that about his
Marriage. He never purchased any
defendant several goods; that de-
defendant had in the town town of
Weybridge and Bridge. There was
a room fitted with goods and that
deliv them, and sold and to sell
goods also in theanny by her
Maudwine. Witness herself
recollects having purchased goods,
and paid for them at the town
or store there alleged. P. minden
wrote a remarkable contemporaneous
cancell and sold to Stockley. He is no fool, but educated
and well. Witness alleged by
Witnss recollects that Elmer Maseley
had the reputation of being a de-

en Alvorada, firmando para el Eugenio Macarty, $9000 a 2½ en el 38%.

1853.

August 17, sign draft at $9000 to

Recoleta Brothers' order of D. Eugenio Macarty $9000 at 1½ for

$9000

New anchor & May 1847,

Sign. Anselmo Calderón

Documento

Silva & May 1847,

Jorge de Cuba

5 de Octubre de 1847

Dr. Prof. 20 de

A quien toca visto, se envía

v. Manuel Diego, por esta puesta de Cañada, en el nombre del dueño,

por los pares, o terceros, a la

cuidado de D. Rafael Moscoso por

la cantidad de dos mil pesos

vales rebajados, en los monedas

anotado de 1 de 2 de

La otra de mil pesos.

1847, Macarty

D. Eugenio Macarty

New Orleans.

encasillado.

Jueve a la orden de D. Eugenio del Calderón, valores en la Banda, en el mismo.

Cuba, May 20 of

R. Moscoso y Cía.

Recibido. Pagado

Ante del Calderón

85
Judgment.

State of Louisiana
Second District Court of a New
Orleans

Nicolas Thibode, Master et al.

v.

Eulalie Mandeville

Judgment rendered 12 June 1817.

The Court having taken
the Case under Consideration, Tuesday,
affirmed the following Opinion in the
Court, and ordered the same to be bound
with an Attonement, to wit:

The Case

This Case

be pleaded a bad

is the greatest

of every boat

law, of every boat of

Eulalie Mandeville, a

woman whom all the witnesses herein

in attachments, order a very

Aid, freed, freed in 1793 to

1798, and ill of

a

Colored woman named Eulalie Mand
dewite.

Though they were set out with

very limited means, yet in a short

time, each of the above attaining

Crew, and using all and every

troops, the times and

Managing Board, agreed, that

and

each of them, made some

money, which in the course of, year in

and was divided into a

very large fortune.

Then they had

friends, and some of the plaintiffs.
did not decline to solicit money from the defendant, his brother-in-law, and the wife, either by the act itself and inducing none of the facts that thereto leading on the plaintiff of the County to strategy at that period.

The plaintiff and defendant had numerous children, which according to the testimony, appear to have been brought up with some care.

Some weeks ago on the 25th of October 1846, Eugene Warren, the apprentice son of the late Colonel Wadsworth Heath, leaving a large number of legitimate heir who have filed the present complaint for the recovery of all the debts incurred in their lifetime, and other debts properly incurred in the absence made by said defendant, in said Court, to defraud from the former by plaintiff, alleging that they are a fair and portion of Eugene Warren's Estate.

It appears that all the time about 1840, the rent, the taxes, the interest and the debt and judgment produced the time of late Eugene Warren's death, and in the possession of Colonel Wadsworth, the defendant, and that they have been so far a long time previous to that event.

And the same

Contend that the whole was the property of Eugene Warren and that the hand of Col. Bunker and...
seven thousand two hundred and eighty dollars and thirty-three cents, said to be owned in the Tye and Tye, by Eugene Meyers, to the extent of two hundred and ten dollars, and withdrawn by him some time before the death of Eugene Meyers, and the same of three thousand dollars paid by Eugene Meyers to4 S. R. McVeety for the

action of the building on Colton's Land, and the balance of the amount; that he

also paid over to S. R. McVeety, said to be the balance of the amount, that he

owed upon said bill, and was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.

The balance of the amount, that was paid to S. R. McVeety, and the said bill, said to be the balance of the amount, that was paid to the order of S. R. McVeety, in the sum of six thousand seven hundred dollars.
of the indebted debt, that the acting
parties rose at twenty ondemands
indebted, that he would defray no one
under his control & keep money
insolvent.

Important it is known
foregone been to the love, a corporative
proud, ambitious, injudicious and
immoral conduct, the selfish pride and
that prepared for the best. As before,
by
enlisted to obtain it, and
in the Oldbury, near the City, for
the regiment and in the same

and

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and
Then suit.

It is from 1824 and 1825 that the suicide of Erskine Hamilton has taken a wider range; whatever may have been given to her before or at that period, and previous to the publication of his news of the deposed, he had carefully the night to secure, and no donationritte
carried on at that time. I before the prevolution of the point legislated as stated, could be de-

fined, but, however, may have
carried away by her, and when
she carried it to Boston, as the balance

and shall remit money for their
employers and for their insalable

she has now fetched in all hands
and places.

Novembre, 

Pond and Railroad,

Louisiana, 1825, the defendant, which
proved that it must be established
by legal proof and confirmation.

Such proof and declaration
must be satisfactory, O. C. 1843.

It has in the proceedings, against
the railroad, proof. From the case

of McCarthy, 10th, M. W. 1842

Proceedings, says, Burton, and

the best and clearest dictionary word
statement is derived from the Latin word.-

"Il indique deux mots
dynamique du Casse du Comité,
des deux ou plusieurs personnes pour
donner à une chose l'apparence"
If has not been shown that the act entered into evidence at this sale was to Esdale Mandeville for anything else but&S. in that she was not the purchaser.

Nor the may have paid the price with money to her previously but appeared to pay by Ewing Munden, but that does not change the character, nature a form of the deed which remains what it is to this act of sale of certain properly is feared to Esdale Mandeville in which there is no simulation of what no simulation proven.

At the time of insured, deposited in the Bank of London, the belonging greatly Ekember, a mixture of it by other stuff, bears no doubt that the deposit made by Esdale Mandeville are truly what they purport to be.

A. Page 1 and B. Page 2. The evidence in the Court examination said "Esdale Mandeville" Ikemi. She asked her self, “What had no transacting with the Ikemi? For herself, they saw for Esdale Mandeville. She, your majority to deposit for the late Mandeville; does not know"
he was also engaged greatly by some means there or here at the
Bank, that testimony does not state what was the amount of the
account when first opened; and it is shown that before opening her
account in the Bank. It is well known that defendant had a low balance in
his name in the Consolidated and Western Bank.

This evidence taken together with the account kept in the name of Caldwel
Manafort he is very honest and
know there seems to doubt, the
Court must take it as true, and
as the parties have agreed to it.

The Court cannot
next as noticing the numerous
responsible testimony introduced
by defendant, in to defenses and
Concedant

I may be said
that testimony equally abundant
and equally believing the testimony of the witnesses, has been of
sented, he plaintiff, and that it
equally established that the deceased was a close settled and most
highly respected without finding no
wealth in this line of business, and
law 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
assets described in the petition, and
which have been proven to public
him as the agent of Cattite Man
always about him; he feared to take part indiscreetly in the transaction and get
let him "warrantment to stay the
me, a true copy made of it." 

We doubt there is no 
and have been very anxious to in-
defendants' (petition) future
may have been stated when the
make profits, and served when he
had a fair and equal to both (Cattite
Chattan testimony) because he knew
that said (plaintiff) time to meet to
his Chattan.

Whatever may be
an impression, the testimony that
put that note (petition) can authorize
the Court to determine and decide
that plaintiff have satisfactorily
made out their Case and the
This point of the subject
defenses us from demanding a
remedy by injunction and that
of description file in the Proce-

We therefore ordered
agreed upon and executed that
petition be given against (petition
in the form) of a new order and that
thereafter be also
provided with Court, Third New
Series 59, Third New Series 59,
Action, June 24, 1101.

Execution.

Judge.
IN THE SUPREME COURT.

N. V. MACARTY AND AL., VS. EULLIE MANSVILLE.

BRIEF FOR DEFENDANT.

The plaintiff is one of the collateral heirs in law of the late Engrace Macarty, who died on the 5th of October, 1843. They prove to allege, that from 1790 until his death, Eullie Mansville lived in concubinage with the defendant, who is a colored woman, and had a number of children with her; that he acquired a large fortune, which, at the time of his death, was in the name and in the possession of the defendant; and that an estate is belonged to the decedent, who had made part of the defendant's estate for the purpose of controlling 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 Engrace Macarty, and that it may be recovered, and disposed of as part of the estate and distributed among the plaintiffs and their co-heirs according to their respective portions.

The defendant filed exceptions (p. 31) which will be noticed hereafter, and an answer containing a general denial (p. 32).

The defense is that all the property claimed is only, honestly, and legally the property of the defendant. The
vindictive evidence in the Record all being upon this point.
The case presents purely questions of fact, except the plea contained in the exceptions of the defendant (p. 53), his plea of prescription, (p. 265,) and her bills of exceptions, (p. 394,) to the exclusion of part of her testimony, believed to be no legal as it is material. Although thus restricted in this defense, yet no conclusive was the use of the testimony, that the 9th District Court decided in favor of the plaintiff, thus far as it was not in the Court's judgment, yet to the exclusion of the testimony by closing it underuggages leads, and by reference to the parts of the Record proving the statements we have to make.

The petition (p. 7) and it is nearly current in this particular, that the stipulation of Eugene Mavurry and the defendant, which I will discuss about 1796. It was somewhat earlier, but this made her. The petition states, (p. 15,) and many of the said witness, declare, that Mavurry had then nothing having small but little patriarchy in a trip to France. The petition states, and it is beside proved, that Mavurry, his sister, etc., 1820, to be removed as much as he could. With this sum he commenced business, bought the daily eleven year old, 1830, a garden, where subsisted Mavurry the sale of vegetables for the market, and was sufficiently prosperous in his affairs to return the loan of $2000 in 1810, or close the market (B. Mavurry, 138.) Previous to his removal to the city, he lived on a plantation above twelve miles below the city, then belonging to his brothers, J. B. Mavurry, and was not engaged (B. Mavurry, 139.) There he sold butter and milk and made wool, and was in various very productive, and he was various very productive, and Mavurry received being torn down a card loaded with wood to the city (p. 341.) He also hired a negro
The text is not legible due to the quality of the image.
In 1802, Jean Marigny, Bernard Marigny’s brother, gave her $350, with which she bought a lot of ground in Hospital street, from Pierre Lucas, (Bk Marigny p. 137.) The act of sale is of the 2nd of March, 1802, (p. 345) the price was $220, she still owns the lot, which is the same on which she had a house built in 1830, by Leusselen, for $43,700, (p. 108.) On page 130, is a receipt by Jean Bt. Marigny to St. John Hargrave, for $250, for the price of the negro named Vanky, and a request to the signer’s order, to give her one negro by a nominal act. Bernard Marigny says that he left his uncle, that this was a donation (p. 137.) In 1857, Jean Marigny died, and left to the defendant a legacy of the door Maton, who died 20 years afterwards (p. 137.) When Bernard Marigny died out following Marigny, he sold to her two lots, by a set of Sept. 12, 1856, (p. 147) for $1,000. The sale of one of these lots was real, the other was a donation. (135.) Bernard Marigny having at that time a saw mill, he gave her the lumber to build on the lots in the town of the street, (157.) Charles Oliver has heard it said in the family, that her father had given her $3,000. Bernard Marigny was intestate in the circumstances. (p. 140.) The act of sale of the lot by a person of the name of heir, who was not a merchant, (138.) The defendant, in the transaction, entered into with the consent of her husband, the present plaintiff, the marriage the law would permit, and judged upon an express 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. 140.) For three years afterwards—until 1790, when her grandmother died, she remained in the plantation. (138.) Her oldest child, Eunice, afterwards Mrs. Chief Rigaud, was born there.
Pierre Marceau 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 settlement, at the Terre aux Boeufs, (135, 127.) This trade she continued after she removed to New Orleans—and it will be seen that it soon became very extensive and profitable, and that she continued it, until within a few years past.

It is thus made quite certain that the defendant had a trade and business of her own, and that she commenced the building up of her fortunes with greater assistance from her family, and with some pecuniary advantages than Marceau. Marceau in the beginning was not rich. He formed a partnership with Messieurs, raised vegetables for the market, had a dairy which was composed, at least in part, of the defendant's cows. (137, 139, 142, 126,) cut and sold firewood, which was also made, at least in part, on the defendant's land at the Terre aux Boeufs, (135.) Thus from this early period a connection of commerce existed between them, he treated her fortunes as his own, we cannot doubt that she considered him her partner in enterprise, and that the small losses Marceau made in early times, were made as part at least with her money, and we may well believe Martin Dumoulin, (78,) and other witnesses, who say that Marceau sold 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 hundred of years, for with the exception of a sale made in 1810 by Eugene Marceau, himself, of a lot of gardens for $5,000. (32,) we find, until 1821, no signs in her name for a few purchases and sales of slaves, representing together but a very small sum. It is more than probable, that Marceau trusted and considered the defendant as his wife, and his destiny as linked to hers for life, that she being entire confidence in
but, never called him to account, and, that as the law then in force, did not contain the prohibitions of the costs of 1805, of which the plaintiffs now complain to avail themselves, the defendant was not solicited to have had his property appropriated, and some time elapsed before the defendant, and all his remaining property, the estate, of which we do not know, was not known, the natural estate he had with the defendant. Such it was, was then the judgment of the property's intentions that person, was satisfied, that the defendant's interest, that he should be permitted by his own interest, the transactions in which he was then interested, and for many years past, the defendant's interest in the transactions in which he was then interested, would not be so largely adhered to. Among the various acts which the defendant's actioneced, he had not the property in the defendant, subsequently to 1804, to wit, one of cancellables from Deputy, of June 11, 1803, for $2,775. And one of a trust of land, from Moses, for $300, on 20th March, 1806. There are no mortgages existent prior to 1804 on Moses's name, and only a few instances on the title. All the witnesses for the defendant, who all the witnesses for the plaintiffs, without a single exception, that were interrogated concerning the interest and capacity of the defendant, not of the interest of the plaintiffs, consisting of even questions this. But they deny that the description...
she would, on the other hand, call on the ladies of the city, and show them her wares, being in high favor with them. (152, 154.) We should fill many pages if we were to enter into the particulars which the witnesses give—they are all unanimous on the subject of her superior business qualifications, and indeed of her character. The Record then just contains a syllable of her prejudices, and few persons have probably passed through so long a life with such general approbation. And not a few of the plaintiff's witnesses are as decided in their praises of the defendant, as the defendant's own witnesses. (Fr. Ludgate, 159; Betzayr, 149; Realigns, 15; Martial Depto, 15; Bernards, 160; Passex, 152.) And what became of the rich store of so many years of industry, perseverance and sobriety? According to the plaintiff, it would have vanished without leaving a trace; according to the witness, it was employed by Maurice in discrediting notes at a high rate of interest. Maurice told them so himself, and it would be believed if Maurice had not confessed it. (Clairborne's Evidence, 125; May, 164; Passex, 150; Bernards, 166; Mr. Clairborne, 168.) 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 Maurice being dead, could not be questioned on the point. (Opp. 397-99; 401; 403-4.) We leave it to the Court, to appreciate the decision, the more readily, as the facts are nevertheless quite clear, without the aid of the supposed corroboration. Mrs. Clairborne, the defendant's neighbor and intimate associate for a number of years, saw the frequently give sums of money to Maurice, to be invested (268.) This was generally believed to be the fact, as Mr. Bernards, a witness for the plaintiff, (150) and indeed, added the same amount. Maurice would not have permitted any body to his house to have money lying idle. Many other witnesses made
similar declarations, but it is surely unnecessary to notice them. When persons of the defendant's particular acquaintance applied to her for loans of money, she sent them to Maccary, saying, that he attended to those matters, (151-156.) For many years past, all the checks that were given for notes discounted by Maccary, were signed by himself, and the notes when put in bank for collection uniformly bore his endorsement. Maccary always said, that the money he lent, was the defendant's, (Many witnesses.) What wonder then, that while she had her interest in the hands of the father of her children—of her companion through a long life—of the man to whom she was bound by every tie she could put around her—of an excellent manager, she should have interfered, and never contradicted him? (124.) Why wonder, again, that under these circumstances, Maccary himself, should have willingly bestowed his time and his labor upon the increase of the defendant's fortune? Did he not labor for those persons to whom, of all others, he was attached? Was not the fortune of the defendant, and of herself, too, for all those purposes for which a man of his tastes, and habits values a fortune; his own, however differently the law might view it? There was certainly never a sentiment of selfishness between these parties, though it may be urged, that sometimes 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 then, that such a sentiment had been fixed, what provision of the law would have prevented Maccary from openly devoting his own fortune to the maintaining of his family, and to the education and establishment of his children, thus contributing it, and leaving the defendant's separate fortune for recompense and incumbrance? And this, whether he intended it
and certainly a part only, of the remittances made by Mau-
cury to his children. The following is a list of those drafts:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1882 Aug</td>
<td>Draft in favor of</td>
<td>$3000</td>
</tr>
<tr>
<td>1882 Dec</td>
<td>Draft in favor of</td>
<td>$2000</td>
</tr>
<tr>
<td>1883 Jan</td>
<td>Draft in favor of</td>
<td>$2000</td>
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<tr>
<td>1883 Mar</td>
<td>Draft in favor of</td>
<td>$2000</td>
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<tr>
<td>1883 Apr</td>
<td>Draft in favor of</td>
<td>$2000</td>
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<td>1883 May</td>
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<tr>
<td>1883 Jun</td>
<td>Draft in favor of</td>
<td>$2000</td>
</tr>
<tr>
<td>1883 Jul</td>
<td>Draft in favor of</td>
<td>$2000</td>
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The drafts were nearly all paid and collected by the commercial houses of Vacher, Delaunay & Co., Dussanne, Hill & Co., Hedge & O'Connell, Fagins, Laypee & Co., and the Commercial Bank. They were sent for the care of the plantations in Cuba, and to distribute them to debtors, etc., in their purchase as the court proceedings show. Only $4,000 of them are anterior to 1861, and the evidence, which coupled with Mauery's declarations to the witnesses Martin and Mass. Chabert, supports the belief that Mauery sent to Cuba what amounted to a large fortune in itself.

The extent of the defendant's fortune is very fully shown by the record. The petition states the debt withdrawn from the Bank of Louisiana, and the purchase of the real estate described in it, the defendant was paid upon the delivery of the same. The record shows the purchase of the real estate, and the debt withdrawn from the Bank of Louisiana.

$300,000
and its value (p. 78) and the whole amount to $304,495
87, including some doubtful notes. This is certainly far
from being beyond the explanations offered by the defen-
dees. It is the result of fifty years of unremitting labor
and exertion, and is due no doubt to a great extent to the
abled management of Mazury. What the defendant
should have made of it, if she had managed it without
Mazury's aid, it is useless to conjecture. Mazury cer-
tainly never expected a commission for his agency, and his
behind can require it still less.

It should not be forgotten that Mazury made a will eight-
months before his death (p. 262) by which he declared
that his only property were three lots and ten slaves—the
whole of which he left to his legitimate relations, with the
exception of $300,—making a legacy of $2000 to the non-
ized plaintiff Theodore Mazury. This yielded to them
about $12,000, an amount to be taken into consideration
when we account for Mazury's formal fortune.

This shows, in the first, and the whole case, before the
Court. It was said 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 it, at all events, clearly, the
two names of Reade, each of which he had endorsed for 1-
3. Mazury's accommodation, which the latter had a large
amount to pay to L. L. Mazury's endorsement, after the letter's ful-
fillment (p. 95). He may, for a while, have sold the defendant's
notes in bank, as last example. He may have sold them dis-
counted, in order to discount with the question at a higher
rate. We know that he had agency, this, for instance,
he paid M. L. Mazury's rents from 1824 to 1857, (p. 95)
and on the 25th of December, 1857, when he died over his
agency at Montreal, he had $9000 of her money.
...hands (264). He was from 1834 to 1836 the agent of
Charles B. Lemmey (204, 205); this gave him the manage-
ment of upwards of $100,000, which kept the account of
Lemmey's funds, as they were coming in and going out in his
own name in the Louisiana State Bank (241); and precisely
during this period his account was large in that bank,
(241).

With such a case on the merits it is hardly necessary to
show us length upon defendant's plea of prescription. (p. 7)
and upon her exceptions, (p. 20) which are therefore
submitted to the Court, without argument.

But it is perfectly apparent, that if Mauiry indeed, in-
tended to give to the defendant a part of his fortune, he did
so before the expiration of the four years, which for the first
time introduced into our law, the prohibition of such dis-
bursements.

The Court now knows the case, and we may there-
fore 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 live in
her worldly affairs, and in the society of all who knew her,
even without Mauiry's patronage, and that the best
explanation of her fortune is to be found in her conduct.

What we are to think of begging is best shown to us by
Nicolas Theodore Mauiry, whose name figures at the head
of the petition. The record contains numerous letters ad-
dressed by him to the defendant, (206, 207, 208), in which
he asks small sums of money, and asks favors of her, on
the ground that she had so often assisted him, vows eternal
gratitude to her, and subscribes himself her most devoted
and unremittent servant, (208). We need therefore, not
wonder, that so much more than one child of Mauiry's
hoped haze consented to join in this suit, or that Theodore
Mauiry obtained, for the transfer of, not only his property of
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.