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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
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requirements for the degree of

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in
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by

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

Keywords: Southeastern United States, Entrepreneur, Louisiana
INTRODUCTION

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

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

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

RESEARCH METHODS

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

The case of *Nicolas Theodore Macarty v Eulalie de Mandeville* provides the foundational source for my research. I received a copy of the case from the University of New Orleans Earl K. Long Library Special Collections.¹ The case involves the defendant, Eulalie de Mandeville, a free woman of color, and the plaintiff, Nicolas Macarty, the brother of Eulalie’s *plâçage* 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 *plâçage* 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 the property along with the name of the notary. The name of the notary is very important because each notarized act is filed under the name of the notary who performed it. Because most of the acts are in French, a
language I do not read, I relied on the staff at the archives to be translators and research assistants (see Acknowledgments).

**LITERATURE REVIEW**

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

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

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

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

**CREATING THE PLAÇAGE PARTNERSHIP**

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

—Joan Martin 2000:70

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

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

According to Bernard Marigny, Eulalie de Mandeville began her relationship with Eugene Macarty in 1796 when she was around nineteen years old (Bernard Marigny1846:71, Appendix B). Macarty was born in New Orleans in 1765 and was apparently introduced to Eulalie by her father, Pierre de Marigny de Mandeville in 1790 (1846:71). Eugene Macarty was the third child of Barthelmy Daniel Macarty and Fançoise Héléne Pellerin. Eugene’s father, Barthelemy Daniel, was a decorated French officer and aristocrat. The Macarty family was a prominent French-Irish family linked by marriage to powerful members of French and Spanish nobility (Arthur 1998:330–333). Eugene and Eulalie’s *placage* partnership was chaperoned by
Eulalie’s paternal grandmother, Madame de Mandeville, and her father. (1846: 72). Foner (1970) and Hanger (1997) demonstrate, early plaçage partnerships resulted from three main components: uneven gender ratios in colonial Louisiana, the colony’s frontier culture, and the lack of desirable white women sent to Louisiana.

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

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

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

**THE CREOLE OF COLOR COMMUNITY IN NEW ORLEANS**

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

—Joan Martin 2000:69
One cannot discuss the practice of *plaçage* in New Orleans without including a discussion of the term “Creole,” which is defined by several sources cited in this work. Gwendolyn Midlo Hall, argues that “the word *Creole* … derives from the Portuguese word *crioulo*, meaning a slave of African descent born in the New World” (1992:60). Hall further explains, “In Spanish and French colonies, including eighteenth-century Louisiana, the term *Creole* was used to distinguish American-born from African-born slaves. According to Hall, “all first-born slaves and their descendants were designated Creoles” (1992:60). One the best explanations of the term “Creole” is Richard Campanella’s (2002). Campanella argues that:

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

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

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

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

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

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

Bernard Marigny’s testimony contends that Eulalie was accepted as a member of the Mandeville family as a beloved daughter, sister, and granddaughter (1846:68, Appendix B). There is no mention of Eulalie’s mother in the extant historical documents, but the court documents show that her paternal grandmother treated Eulalie as her own daughter, (Livaudais Witness for the Defendant1846:81, Appendix D), and left her granddaughter a large section of land before her death in 1799 (Brief for Defendant 1848:96, Appendix F). On “July 30, 1799, Leveau Trudeau measured for [Eulalie] a tract of land of 3 arpents 7 front by 40 arpents in depth on each side of the Bayou of the Terre aux boeuf” (Brief for the Defendant 1848:96, Appendix F). Her grandmother, Madam de Mandeville, gave her this land. In addition, Eulalie was given property in the Faubourg Marigny (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 Marigny properties given to Eulalie by her brother Bernard Marigny. 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 (Bell1997:54),

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leaving behind their community and their city in the wake of what is now known as the Americanization of New Orleans.

**AMERICANIZATION AND THE PLAÇAGE PARTNERSHIP**

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

—Hirsch and Logsdon 1992: 189

The assimilation of the Creole population in New Orleans also known as the Americanization of the city,\(^{11}\) began slowly for the free black community. According to Logsdon and Bell, “A slave revolt in 1811 and a British invasion in 1814 persuaded the American authorities to relent in their repressive policies toward the state’s free black inhabitants” (1992:207). In addition, Logsdon and Bell contend that, “both free and slave escaped much of the renewed severity [of America’s repressive race laws] by living within the virtually autonomous Creole municipal districts of New Orleans created in 1836” (1992:207).\(^{12}\) However, by the 1850s, the city’s three municipalities were united under one city government, making American racial oppression more effective in New Orleans (Logsdon and Bell 1992: 208). Logsdon and Bell explain, “For many years after the Civil War, Creole black leaders recall 1852 as the year of the breakdown of their sheltered and privileged order in New Orleans” (1992: 208).
A number of elements of the Americanization of New Orleans hastened the end of the
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

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

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

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

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

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

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

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

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

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

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

*Relatives and Race*

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

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

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

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

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

Plaçage and the Three-Caste Society

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

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

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

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

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

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

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

PLAÇAGE VS TRADITIONAL MARIAGE
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*. 

29
To begin to understand why Eulalie chose *plaçage* and not a traditional marriage⁠¹ one must consider the civil laws of Spanish New Orleans: kinship expectations, social connections, and gender ratios within the Creole of color population. According to Louisiana’s death records, Eulalie died in 1848 at the age of seventy-four. This puts her birth date some time in 1774 which falls during Spanish control of New Orleans. According to Dominguez, the Spanish administration in New Orleans was unclear on how to handle Louisiana’s ill-defined racial order. Dominguez contends that the Spanish administration espoused ideas of “racial purity and condemned the “mixture of races”, though they failed to issue official regulations against concubinage between whites and people of color” (1986:24–25). This double standard continued with matrimonial laws as well. According to Dominguez, the Spanish administration “prohibit[ed] [traditional] marriage[s] between whites and all people of color”, however, “one of Antonio de Ulloa’s acts in his first year in office as Spanish governor of Louisiana was to grant permission to a Frenchman to marry” a woman of color (1986:25).

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

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

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

According to Stanley Arthur, Barthelmy Daniel de Macarty, Eugene’s father, arrived in Louisiana in 1732 (1998:330). He was a decorated French Colonial Officer and the son of a knight of the order of Saint Louis, a distinguished rank also earned by Pierre, Eulalie’s father (Arthur 1998). The Macarty family was well established in Louisiana politics and real estate. For example, Eugene Macarty’s first cousin Augustine François de Macarty was mayor of New Orleans, his son Barthelmy Macarty was Governor Claiborne’s Secretary of State. In addition, Barthelmy inherited a large fortune from his Aunt Jeanne de Macarty including the Carrollton plantation (Arthur 1998:332–333), which later became the Town of Carrollton. The Town of Carrollton was annex into New Orleans in 1875. Eugene’s sister Marie Céleste Elénore de
Macarty, married the Spanish Governor of Louisiana Estevan Miro (1998:333, see figure7) and the Macarty Plantation in Chalmette, among other things, became the headquarters of General Jackson during the Battle of New Orleans in 1815 (1998:332).

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

Figure 7

Esteban Rodriguez Miro
Miro served under Charles III and Charles IV. He was an interim governor while Galvez was in Cuba from 1782 to 1785 and was appointed governor in 1785. During his term, Spain allowed trade with France and the French West Indies and removed the duty on ships for two years which contributed to the development of New Orleans as an international port. New Orleans Public Library, Louisiana Division and City Archives: Orleans Parish, Louisiana.
While the dowry is significant to an interpretation of Pierre’s role in Eulalie’s placage, 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 placage partnership as well.

Regardless of whether Pierre arranged Eulalie’s placage 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.
PLACAGE AND BUSINESS

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

—Mary Gehman 2000:209

Dabbling in the Market

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

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

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

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

The economic success of black female merchants improved the quality of life for them and their offspring. According Sejour’s testimony, after making their fortunes in retail, some women of color chose to leave the New Orleans. For example, Lise Perrault closed up shop after her partner’s death and left New Orleans for France (1846:79, Appendix C). Aurora Matou left New Orleans for France as well, but only after she left part of the $30,000 she made from her retail business to her son, who stayed in New Orleans (1846:79–80).
The six lots above were purchased by Eulalie and Eugene (see Eugene Macarty’s name on planes, E. Macarty). One of the lots facing Barracks Street could have possibly been where Eulalie sold her goods and merchandise. Joseph Pilié, Plan Book 104, folio 23 (104.023) July 6, 1826. Notarial Archives, Research Division. New Orleans, Louisiana.
Business Savvy

According to Gehman, women of color who participated in placage 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 placage as it now appears in literature: by the examining kinship expectations and the financial benefits experienced by Eulalie and her placage 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 placage 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 placage 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 placage 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 Destrehan in 1772. [In] 1798 Pierre Marigny was promoted to the command of the Battalion of New Orleans with the rank of colonel. It was also during this year that he acquired in a property exchange with Laurent Sigur, [a] plantation adjacent to the lower ramparts of New Orleans, known today as the Faubourg Marigny (A Reminiscence of Bernard de Marigny, Founder of Mandeville, 1984).

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

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

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

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

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

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

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

12. According to Tregle, by the 1820s:

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

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

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

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

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

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

Figure 12

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

Figure 13

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

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

State of Louisiana
Second District Court of New Orleans.

Petition

Petition of [Name of Petitioner], to the Honorable [Judge],
Judge of the Second District Court of New Orleans.

The petition of [Name of Petitioner], to the Honorable [Judge],
Judge of the Second District Court of New Orleans.

The petition of [Name of Petitioner], to the Honorable [Judge],
Judge of the Second District Court of New Orleans.

The petition of [Name of Petitioner], to the Honorable [Judge],
Judge of the Second District Court of New Orleans.
The legitimate issue of the marriage with Rosa Findall, wife of Henry Say, by her duly authorized, Jean Baptiste Francois Delbos, at Noel Parish Church, London, all residing in this City. Respectfully presents

That they are

with the undernamed, present, one

in the following precision, the sub-

registrar's hand, left by the late

Charles Findall, deceased, in this City

on the 23rd of October 1825, and

whose registration has been made

before this Honorable Court, on the

27th October 1826.

Nicola Theodore Manzini, Jr.

Charles Findall, deceased.

William Armstrong, 1823

Catherine Bath, deceased.

Estelle Findall, wife of J. C. Te CONT.

Addison, deceased.

Montague, wife of J. C. Te CONT.

Estelle, and Elizabeth Te CONT.

Mary, deceased.

Joseph Montague, deceased.

Henry Say, deceased.

Estelle, wife of J. C. Te CONT.

Delphine Manzini, deceased.

Estelle, wife of J. C. Te CONT.

Estelle, wife of J. C. Te CONT.

Estelle, wife of J. C. Te CONT.

Estelle, wife of J. C. Te CONT.

Estelle, wife of J. C. Te CONT.
go after the John Doe

59
The lawful property of the said Eugene Marcey, being the premises of premises noted and described by him, and deposed to him in his account in said bank for collection.

$10,000.00 of the sum of ten thousand dollars being the present value paid by Eugene Marcey, at Samuels, bankers, in this City, in the return of a three-story brick building, on a lot of ground, belonging to Eulalie Mardesville, situate on Hospital Street, before June 1st of every year, in the City of New Orleans.

On the day of July, purchased of John Mill, on the 6th day of June 1834, by E. Marcey under the name of Eulalie Mardesville, for the sum of four hundred and ninety-five dollars, paid by Eugene Marcey.

On the day of July, purchased of L. Radel, under the name of Eugene Marcey, for the sum of eight hundred and seventy-five dollars, paid by Eugene Marcey.

On the day of July, purchased of Pierre Charles, for the sum of eight hundred and fifty dollars, paid by Eugene Marcey.

On the day of July, purchased of E. Marcey, under the name of Eulalie Mardesville, for the sum of eight hundred and fifty dollars.
Accused and thirty seven dollars and paid by Eugene Macarty.

1. One place named Field Pointe purchased on the 23rd April 1858 by E. Macarty under the name of Catherine Mandeville, of Baptist, shown and others for four hundred and seventy dollars, and paid by E. Macarty.

2. One lot of ground purchased on the name of Catherine Mandeville at the Sheriff’s sale, on the 18th October 1858, and situated in Suburb Marigny, in this city, Monroe Street between Mandeville and Marigny, measuring 60 feet front on Monroe Street, on 120 feet depth, for seven thousand five hundred and fifty dollars, and paid by Eugene Macarty.

3. One lot of ground purchased under the name of Catherine Mandeville by E. Macarty of Henry Raymond, under the direction of Frederick A. B. Dufresne, high on this city, on Allston Street having 40 feet front on Allston Street, by 60 feet in depth, for the sum of seven thousand five hundred dollars, and paid by E. Macarty.

4. One share named Landau, purchased under the name of Catherine Mandeville on the 18th December 1858, by Eugene Macarty at a price of the Executors of Amand A. For, for the sum of five thousand dollars, and paid by E. Macarty.

5. One lot of ground situated near Suburb Marigny, designated by E.
347. Measuring 33 feet front on Washington Street by 183 feet in depth, purchased by Eugene Macready under the name of Eulalia Wandullew, on 12th June for the sum of four hundred dollars and paid by him.

12. One lot of ground situated about Franklin in the city in the space of 105, bounded by Ford, Delaware Avenue, Washington, Meridian, and Pelican Streets, and designated by

17. measuring 33 feet front on

20. Street by 177 feet in depth,
purchased by Eugene Macready under the name of Eulalia Wandullew from the Sheriff of the Parish of Orleans, and paid by E. Macready.

13. For lots of ground situated about Washington, Rusticer Street, drum

19. Street, and 17th Street, being

16. bounded by the marginal 12 feet measuring

14. 31 feet, 3 inches and 9 feet front on Margaret Street by 159 feet

18. bounded and three feet in depth,

15. lot No. 2 adjoining lot No. 1 and measuring 15 feet front on same by

11. 150 feet bounded and 30 feet 4

10. width, said lot was purchased by Eugene Macready under the name of Eulalia Wandullew from the Sheriff of the Parish of Orleans, on the 18th of August 1849, for the sum of

9. Five thousand and twenty dollars, payable 12 months after date in a bond, with interest at the rate of six per

8. cent.

7. Further agreement that the property aforesaid
declared, and the sum of One hundred and Eleven thousand dollars and Eighty dollars, and Fifty dollars, and Twenty dollars, was deposited in the Securities of the Bank of the United States, and withdrawn by the Executor of Eugene Macarty to the order of Eustache Macarty, and withdrawn by his will, when the death of Eugene Macarty, and the sum of Eleven thousand dollars, paid by E. Macarty to provide for the erection of the building on Eustache Macarty's Lot, was the lawful property of the deceased; that

had been owned by him, and

was always been under his control, during his life time, and was placed under the name of Eustache Macarty, in the form of a donation, in order, with the fraudulent purpose of violating the law, and depriving the legitimate heirs of the Estate.

It appeared further, that when the said Eugene Ma

cary, some fifteen years ago, left Eustache Macarty, as his executa
tion, she was entirely destitute of any

means, except of a tract of land

situated in the Parish of Louisiana, in this State, bequeathed to her by her father, Mr. Mandeville de Grancy, which tract of land has always been

and is still now, ever, and that from that time the late Eugene, the

Estate has received from the said Mr. More than the sum of $1,000

the Province of the Province of the Province, under the Spanish govern

ment, a loan of Two thousand dollars, which loan he had terminated.
and has gained the surname Trustees worse, vis the late Balde 

haste his Contumescence, from time 

the disguised form of 

donation under colour, in purchasing 

property and deputing large sums 

of Money to Bank, under the name 
of such Balde Mansewice, with the 

fraudulent purpose of depriving his legitimate heirs of his 

Estate.

Petitioner further swears that on the 29th day of October 1845 

the late Balde Mansewice, had 

withdrew the sum of One hundred 

and eleven thousand, four hundred 

and eighty dollars and 37/4, which 

was deposited by Eugene Macarty 

in the Courthouse Tank, under 

his name, passing an order from 

the said Bank on such Bank, and 

shortly after, the death of Eugene Macarty, who 

was then in bed, sickly, and who 

actually died on the 31st October, 

1845, twenty three days after the 

withdrawal of the sums above 

stated.

Wherefore the summers 

being Considered, the petitioners pray 

that the said Balde Mansewice, per 

sonation of Eder, be cited, to answer 

this petition, and that after due 

Redction had, the 20 redressment 

to be directed to the possession of the 

late Eugene Macarty, viz, the 

sum of One hundred and eleven 

thousand, four hundred and eighty 

dollars and 37/4, which was above 

stated.
let to the Louisiana Bank by Eugene Macarty under his name, to withdraw by her legally 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, will be paid to the sum of seven thousand dollars, being the said sum paid by Eugene Macarty to C. Lamothe, in the matter of building the above house, first on a lot of ground belonging to Cuthrice Mandeville with legal interest and privilege to said building, and the sales of all the lands and landed property that was described to be divided with the bond, and the same is subject to the termination of the late Eugene Macarty, as being purchased and paid by him, and placed under the name of the said Mandeville, as a donation to the deceased. Contrary to law, and in the fraudulent purpose of defrauding the legitimate heirs of the said property, after his death, in order that the said above described property, lot of ground, house and home of Irwin, be brought back to the estate of the deceased Eugene Macarty, to be divided among your heirs and the other aforesaid heirs, as ordering to hand, and that the said Cuthrice Mandeville be continued to pay the debt of this bond, and they further pray for all redress for the relief, at the nature of the case and equity may require, and
Pétition

À l'Honorable et Gracieux Seigneur, Vice-roi et Gouverneur General de la Nouvelle France.

La pétition de Néo

Charles LeBlond, Edmé Tanguay, Charles Édouard Stoddard, William Arnery, n°1

Cornelle Estelle Tanguay, épouse à

Marc Delorme Trépanier, et de lui, donnant autorité à cet présent

Adélise Adelaide Montant, épouse à

P. Édouard Millet, et de lui donnant autorité à cet présent

Louis Étienne, agissant au nom de ses enfants

Hermine, Edgar, Édith et

Hélie de la Roche, élu de son mariage avec Nélie Tanguay, Élie Montant, épouse de Henry Dupul

dé d'en donnant autorité à cet présent

Jean Tanguay, François Leclerc, et Neil Bouchard,

Le Bouchon, lors demeurant en la ville

Depose supplique

Qu'il le soit considéré

Le pétitionnaire se réservant de soumission de la présente pétition, les jour il unij

Eugène Tanguay décédé en cet acte du 26 octobre 1845, et dont la déclaration a été

par les parties, cette Cour

savez ?
That Eugene Majesty was the real person intended, and that the name of Cutale Manderville was only used to throw certain prejudice while said Majesty had in view.

Answer

The only answer which witnesses can make to this question is that the

Defendant by

the attorney T. Smith, who

above witnesses were present to all

Sworn declared in open court that

the said Moses objections to the said

answer as he thought proper.

Plaintiff was not in Iceland the

leave of the town of Iceland when

Eugene Joseph a guest account

Apt. by a virtual duly certified

by O. Martin, Commissioner of said

bank, to be furnished and filed

with the counsel of both parties.

Plaintiff has also introduced certi-

ficates of Register of Ceylon and

filed and marked No. 2.

Plaintiff has also filed their evidence,

applying only the introduction here

after of natural acts or custom of

them.

B. Flanagan sworn for defendant.
WITNESSES SAYS he knows the defendant Celeste Manouette. He insists in the family of Winesett as being his natural father. Winesett had been known by him since he was a child. The father of witnesses left her with great confidence in her. Winesett was born in the Union County. His father died on the 15th May 1811.

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

Witness says the above documents are without date but must have been written previous to 1800 as his father died on the 15th May of last year. Defendant was looked upon as a prudent child by all his family.

Witness says that his father gave defendant a piece of ground naming 2 places on each side of White Rock about the year 1800 that when his father sold the Plantation to Mr. Boe in 1811 at the entrance of same was told he gave her the defendant referred to and to refer to who had taken from said Plantation. That when witness had lived Marjory laid out he passed to defendant the sale of two lots in Union District; the lots were about 100 by 150, but that although by the act, the two lots appear to
have been sold, one of said lots was a donation from Widow; these two lots of ground are the same designated in the act now introduced and filed and recorded.

As at that time, he had owned a saw-mill, he gave defendant the lumber with which he built our said lots. In the year 1803 or 4, the brother of Widow moved to Jan. 13th, Mariguy, gave defendant 1000L with which he bought a lot of ground in Hospital Hall from Peter Dacosta and where he has since built several that the brother of witness died in 1804 and left the defendant as a legacy, a slave named Mark and, left in about 30 years after.

The cattle, which the witness father and given defendant, the defendant sold at a portion of them, and the remainder which were sold, Owen, he had at that time sold the plantation of witness father, which is now known as Mariguy. This is all that evidence of defendant's affairs which we positive and personal to him.

Witness being shown the grant, now filed and marked 4 days that it is in the proper hand writing of J. P. Mariguy his brother, and that from the character of his brother and the
The house is the same which she built upon in 1839, at he knows of no other property of her's here. Defendant left two new that after the death of his three grand children mother, madame de Sombre, sometime in 1799.

Witness knows Charles Olivier, he is his first cousin, he is about 63 years of age, about 3 3 years old when married. Charles Olivier returned from France with the father of witness in 1799 and towards the year 1795 he went to reside in other parts with his father, but as Olivier was a young man he was very often in France and lived with the deceased family. Witness knew Eugène Maenart, he took up with the defendant about the year 1798. Maenart returned from France in company with the father of witness in 1790. His father and the deceased Maenart placed Eugène on a plantation in 1792 and sold the land in 1790. His father and the deceased Maenart lived around 17,000. Maenart bought with this one a two slaves and in 1790 he leased the land to Maenart. The two of them abscessed to some (illegible) place and in 1790, the agent of Maenart was sometime in the year 1795 a afterwards.

Cross examined.

Witness says that when & now
Carty returned from Spain he was about 36 years of age; and with the $200 loaned him by his son, he purchased one of the many good, and rented upon the property, he leased the tracts of vegetable garden as above stated.

Witness believes that when Mr. Carty was on the plantation where his brother had plant him, he fell sick, and carried his money. Defendant was 12 years old when Maccarty took up with her. She it is probable the father of witness gave defendant money when she inherited herself with Maccarty, but that he was only 11 years old at the time, and too young to know anything about it. When Maccarty took up with the defendant, he lived on the plantation of his father J. H. Maccarty, and used to cross the river and come and see the defendant who lived with Fred and De Marderet, the ground mother of witness. Maccartys was a very active, industrious and economical young man at that time, and seldom had any money known as such.

Witness has seen Maccarty when he lived on his brothers plantation, driving a cart loaded with wood, but whether he drove it at the edge of the horn, or came into the city and sold
73
by defendant were sold to the
early. Defendant had about 12 cows at that time.
British cows were then worth four
dollars each. Defendant had three
more cows, which he sold for
that in the streets, and she sold
goods in this way for 45 years.
She never had a cow, that she
had a son who had gone to Europe
on his return he brought out
all the goods of goods, and a
small box was opened in her
house. This was about 10 or 12 years
ago, and was not continued regularly, but at two or three different
periods. He said he had
possessed a considerable sum of money in his
hands, which he placed at interest.
He says that the
Early had the reputation of having a
great deal of money in his hand
in 1859, at that time he did not
think that Early had more than one
hundred dollars, but discounted many
notes. Early continued in the
line of a many years. He had
within a year of his death, and is said
to have indicated that the amount he had
in hands must have increased greatly.
The kind of business followed
by Early, must have brought
in much money, and it must have
been a very lucrative one, his business
was very extensive.

Question by Plaintiff
Whether the Defendant followed

74
by Eugene Macarty was not more lucrative and more lucrative than that followed by Catholic Missionaries.

That both were very lucrative. Witness says that defendant had four children by Macarty; woman had any by any other person; one daughter and four sons; they received a very good education. Eugene one of his lines was brought up at the world, he does not remember if her other was ever educated, but if so, at this period; her daughter was educated then.

Witness being asked whether he knows either personally or from having heard any in his family that his father gave at one time $1500, and for the sum of $3000. Witness answers that it is probably that his father may have given the money, as it was generally done by fathers who had natural children to give money in hand to main or 

Witnesses found said to be particularly absent, but he has no personal knowledge of the fact, and has never heard of it in the family. Witness says that practically had the reputation of having a good deal of money previous to 1839. Examination in this regard. Witness says that when Macarty and Macarty dealt in lumber, they had horses pulling wood from the lower pond, they took a
portion of that money from the hand of the defendant by his father of which he early
obtained, and on occasion in his own name, and sometimes under the name of the defendant, and later
under that of the defendant, altogether. Vinton says that he has heard
Mr. M. say that he had lent
money to Mr. B. at St. Peter's.

Civt. examined.

Vinton says that when M. Wechler
and M. early took wood off of the plantation given to defendant
by his father, whether this was for
it or not, but supposed that it was
paid for, as things are not given
merely given for nothing.

J. H., a Negro bond for defendant. Louis says he knew
Wechler and the defendant. He
knew them from the year 1815,
att that time defendant had some
property, who retained all goods in
the State; that line of business
was then considered very lucrative
at that time. From which they paid
both to a man named Brown who
began in that way in making
fortunes; he never knew that de-
fendant had left the business.

Mr. Black was a child with Mr.
Lewis, and it was there he saw
him and sold his goods. He en-
joyed a good locality. Mr. Lewis says that he knew
him.
APPENDIX C

[Handwritten text in an old-fashioned script, making it difficult to transcribe accurately.]

Defendant enjoyed a reputation of being steady, active, industrious, economical.

Cross-examined. Witness knew Defendant personally, had the reputation of being steady and for being economical, but knew nothing of this in what he did personally to her. Witness was employed to her. Witness has never known her personally since 1872, has never seen her personally. Her name, Mary Smith, is the name by which she was known. She has her own business. She was a good literature. She is economical. She sold goods by retail; she does not know if she ever had a store, but when she was in business, she sold goods at a lower price than other houses. She was a good person and in business, which she has been from the very beginning, she distributed those goods to the rented.

T. Lewis, witness for defendant, states he has known defendant since 1871, when he first knew defendant. She was a good wife, and she was always good. He is a good husband. The line of business he was in was very formidable, and all those who followed it at the time made money. Defendant had three stores and made considerable profit in the State. He was not a man for odd chores, but he worked for a man named Jones, who was in business for years.
Turns of the business. Witness that Miss Ke. K. K. owned a gate, and Miss Ke. K. K. owned a house at the corner of Cornet. It was taken off by Sir, though not as well as the house, and Miss Ke. K. K. owned another house of the same kind. Witness this house was occupied from 1826 to 1841. Defendant had relatively extensive business thereon. Witness, in writing, invested his property. Witness saw defendant very often but only on business.

Cross-examined

Witness says he has been in business since 1826 up to 1841. When he left, witness knew fences and walls made a living by selling at market, but they are not in the market at present. Witness says that defendant was not rich, but he was not in the market at present. Witness says that defendant was not rich, but he was not in the market at present. Witness says that defendant was not rich, but he was not in the market at present.
Third of this business. Witness says thatMiss Idea Horrell, married to the late Mr. Thomas, james Jackson, name Mrs. Price, have made fortunes at this. Supreme Court, and so also many fortunes of this kind. Business was done business both defendant from 1826 to 1841. Defendant did tolerably extensive business. Witness does not know how defendant invested his profits. Witness knew defendant very often but only in business.

Cross-examined

Witness says he has been in business from 1826 up to 1841. When he left off, witness knew persons who made a living by selling at retail, but they were not on so large a scale as defendant was. Witness says that he cannot say what defendant may have realized by way of profits. He says it was at that time just about as much as he could.
Commander testimonial:

On or about Witness says that this defendant did not live with a white man. Another man lived with a white man named White, since dead. Or possibly Jackson lived with Mr. Black. Witness says that when the Defendant left Louisiana, he left the country, which was worth from $25,000 to $50,000 dollars, which at that time was considered a fortune. The year 1817 or 18, and defendant did pretty much about the same amount of business. Witness says that the reason why he said that the Defendant had withdrawn with the above fortune is because she told him so. Before left Louisiana in 1826 or 1827, and live in France where she since did. She had relatives when she left, and lost $5,000, she took away half of the fortune with her and left the balance in this place. She only has one child. Witness says that at the time the year 1827, she had no store, but that afterwards when he began to make money in France, she opened a store and carried on a business in that country. Witness says that she did not know how many Marriages defendant had, but he courted her, so she used to see him fairly often.
Joseph Plunkite, witness for defendant and sworn, says that he knew defendant, had known her for 30 years. She has always known defendant while she has lived since 1799, without friction, goods from defendant a few years since, when her son Oliver was born from France. Witness says that defendant told him and asked a legacy. Witness says that he exactly told words from the plan belonging defendant to her and bought for several years, which he lost. Witness know that the property on which a brick house has been built, as having belonged to defendant many years before.

Could remember,

Witness says that he knows that defendant's estate off the defendant's plantation and that he has heard plaintiff purchased from Massachusetts legislature by who told him that it was Col. Murl.

A T. Fennell, fraudulently injured defendant, sworn says he was 74 years old on the 20th of June 1791. The name Fennell belonged to very word; he heard him from the year 1791, when he first came. And, appears agreeable with afterword. Richard Fennell procured the time when Massachusetts Connected himself with
Joseph A. Black, witness for defendant, deposes that the Negro defendant, had known her for 30 years. She has always known defendant walking girl since 1799. She was introduced good from defendant a few years since, when her husband returned from France. Witness says that defendant told until and kept a dairy. Witness says that defendant had work for the plantation, defendant at hire and bond for several years, which he held. Witness knows that the property on which a brick house has been built, as having belonged to defendant many years before.

I. H. Smith, witness for defendant, deposes that defendant was born on the 20th day of August 1845. His name is Edward Morris. He was born on the 20th day of August 1845. When the said defendant was born, he was under the care of a former master, who lived in the vicinity of the same.
defendant; it is too long-stretched. That when he married a woman who
lived after the year 1796, Massey had no son. At this time, a woman
named with E. (Massey) Manth
with some time before 1797, was
married about that time with
Pesty Scargery. Mr. Manthorpe
bought up defendant as her own
dughter, and sold her and all she
had in the house. Witness cannot
recall at what time defendant be-
gan a trade, but knows that after
heards of goods extensively in dry
goods. Defendant had the whole
shop. Witness prosecuted a point
without realizing that after his
marriage he had purchased for
defendant several goods; that de-
fendant kept in the small town of
Cranbrook and Rochester Street.
A room filled with goods and their
debts there, and all were to sell.
Goods also in the store by her
Manthorpe. Witness himself,
procures having purchased goods
and paria for them at the very
store there. All goods lost in
store. The business followed by
defendant quickly became pen-
prosperous, so goods sold very high.
Witness states that Ciceros Massey
had the reputation of being a dandy.
and that he shared at a high rate.

Judge: Did you receive any money

Macarty: Yes.

Judge: Did you pay him? Did you receive any money belonging to Eulalia Mandeville at all?

Macarty: Yes.

Judge: Who paid him? Did you pay him or did you receive any money from him?

Macarty: I don't know.

Witness: Did you receive any money from him or did you pay him?

Macarty: No.

Judge: What did you receive from him?

Macarty: I don't know.

Witness: Did you receive any money from him or did you pay him?

Macarty: I don't know.

Judge: Did you receive any money from him or did you pay him?

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Witness: Did you receive any money from him or did you pay him?

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Macarty: I don't know.

Witness: Did you receive any money from him or did you pay him?

Macarty: I don't know.

Judge: Did you receive any money from him or did you pay him?
en allarme servicio son el Eugenio Macarthy y según a 2º tomo.

1845.

Augusto, hoy dight a St. A. de

Santo Brother No en el de 1º de

Macarthy sin que en 1º de los

santos.

Rico ahora b. mayo 1847

Signor Andrea Castello.

Documento 5

Julio 6 de mayo 1847.

Señor de Cuba.

Firma de Cuba.

En Octubre de 1846.

De Pedro 1800.

En quema el dicho de univers.

2. Mandan decir a esta puesta

de Ramon, de la habitación direc-

ción de la Segunda, y hacer a la
casa de D. Rafael Moro en la

ciudad. de esta mil.Solidos

valio recibido de los mismos, y se

volteable. Mudar en aviso de

nuevo de D. Rafael Moro.

Llevar los mill pesos.

1847 de Mayo.

A D. Eugenio Macarthy

Huar de abril.

entendido.

Hiper al la orden de la alcaldía

del Cañete, valer en Cualquier

título.

Cuba, fecha el día,

R. Matador y Co.

Recibo de pago

director del Cañete.
APPENDIX E

Judgment.

State of Louisiana,
Second District Court of a New
Orleans,


Judgment rendered 12 June 1857.

The Court having taken
the Case under Consideration, Thursday,

announced the following Opinion in said Case, and ordered the same to be recorded, which is as follows, to wit:

This Case was brought to the Bar by the Petition of
the plaintiff, which the Court found, that your petitioners, and
Ellis McAdoo, et al.,

were entitled to all the evidence in support of the case as
their property in the said

Case arose, that your petitioners, and

the other petitioners, in support of the said Case,

as follows:

Ellis McAdoo, et al.,

and

your petitioners, and

the other petitioners, in support of the said Case,

as follows:

Ellis McAdoo, et al.,

and

your petitioners, and

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your petitioners, and

the other petitioners, in support of the said Case,

as follows:

Ellis McAdoo, et al.,

and

your petitioners, and

the other petitioners, in support of the said Case,
did not decline to select money from
the defendant, his brother Anthony
and the two others by the all hand
and enquiring names of Talker: this
customly hanging on the president
of the County of St. Mary at that period.
The default and defendant had
several children, which according
to the testimony, appears to have been
bought up with some care.

Some went in and on
the 25th of October 1845, Eugene
Mayacy. The opposite acts of
the said Rutland Brandeille, and
being a large number of legitimate
strangers who have done the present de-
endant for the recovery of the said
money, mentioned in their petition, and
other acts properly referred to the
authority made by said defendant, in this
Court, is it contended that the pre-
sumption of plaintiff, alleging that
they are a part and portion of
Eugene Mayacy Estate.

It appears that all the
said 25th, to wit, the money, the
money and the lands and buildings
were at the time of late Eugene
Mayacy's death, under the ground
and in the possession of Rutland
Brandeille, the defendant, and that
they had been so for a long time
previous to that event.

It is the case
contend that the whole was the
property of Eugene Mayacy and
that the land of Rutland and...
Seven thousand two hundred and eighty dollars and thirty-two cents, paid in the Town and Parish by Eugene Massey to the Estate of Eulalie Mandeville, and withdrawn by her some time before the death of Eugene Massey, and the land of Eleven thousand dollars paid by Eugene Massey to Eugene for the erection of the buildings on Eulalie Mandeville's lot, and the beneficial property of the deceased, that this sum was earned by him, and has always been under his Control during his life time, and was placed under the name of Eulalie Mandeville in the form of a donation and kept with the lawful and proper purposes of making the law, and devolving the legitimate third of this estate.

The defendant, after all funds, has shown that when the demand and the defendant came to live together, they had very limited means, earned earned a small loan of money from one of his districts, which he placed in the land, and the defendant had a small tract of land, on which wood was cut down and sold, some twenty and some more.

The defendant went not sitting, spend and morning on the same as above stated, whether he began his business with her cash only, or also with defendant's money at not fully attended, however, one
89

of the said estate, that the said gift, portion, etc. were to be vested in the said Edward, that he should take no part under the will, and the unden

interest. It may be shown, to prove this, a conveyance by the said Edward, dated this 1st day of July, 18__.

The said Edward had, by the said conveyance, the said estate, to his use, for the term of years, in the said estate, and to the

interest. It may be shown, to prove this, a conveyance by the said Edward, dated this 1st day of July, 18__.

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Then beit

It is since 1824 and
1825 that the Colours of Eulalie
Monetville has taken a wider
range; whatever may have been
granted to her before on at that period,
and printed in the denominations of
the new Order, she had carefully
kept to receive, and no donations
were given made at that time I
before the denominations of the latter
legislatur as stated, could be the
Claud, and, finally, may have
earned money for her, and when
she earned it to buy, as the bakers
and other men, money for her
employers and for their market.
She had now entered in all times
and places.

Now a half

paid, and temblon

I Claud! (Carnel, in liston,) which
must be established
ded as a most enviable,
and that the price and subscription,
that for the most, shall be
the revelation of the power. These are
of Melanges, 10, M. W. Mix
Templon, says Andrew, and
the best and closest dictionary,
and situation among the transactions,
and is drawn from the Latin word "tunc.

"At the black knight of
synchronologie to Comit de l'intelligence,
de douceur, and that sometimes preserved
pour

a and where is the power.
he was seen engaging directly in
some business at one of the
banks, that testimony does not
state what was the amount of
account when first opened; and it
is shown that before opening her
account in the banks of Baltimore,
defendant had a large balance in
the name of the Consolidated
and Citizens Bank.

This evidence taken
in connection with the account
opened in the name of Catholic
Mandeville, is very strong, and
leave hardly room to doubt the
Court must take it as true, and
as the parties have made it clear.
The Court cannot
refuse to accept the
unanimously
respective testimony introduced
by defendant in her behalf and
Consortant.

I may be said
that testimony equally abundant
and equally bearing on confi-
dence of the tribunal, has been of-
fered by plaintiff, and that suf-
fciently established that the defendant
lost a close friend and most trust-
worthy adviser, without whom he
would in time of business, and
how he may have been otherwise;
that he must have made a large
fortune; all this is very true, but
it has not been shown, that the
acts described in the petition, and
which have been proven, if public
him, as the agent of Estelle May

93
APPENDIX F

IN THE SUPREME COURT.

N. V. MACTY AND AL., VS. KULALIE MANDVILLE.

BRIEF FOR DEFENDANT.

The plaintiffs are some of the collateral heirs at law of the late King Macty, who died on the 5th of October, 1843. When living together, that from 1730 until his death, King Macty lived in concubines 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 deceased, who had made part of the defendant’s name for the purpose of transmitting 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 King Macty, and that it may be recovered, and disposed of as part of that estate and distributed among the plaintiffs and their co-heirs, according to their respective interests.

The defendant filed exceptions (page 21) which will be noticed hereafter, and an answer containing a general denial (p. 23).

The defense is, that all the property claimed is solely, honestly, and legally the property of the defendant. The
The case presents purely questions of fact, except the plea contained in the exceptions of the defendant (p. 33); his plea of prescription (p. 265) and his bills of exceptions (p. 299-302) to the rejection of part of his testimony, believed to be no legal as it is material. Although thus restricted in his defense, yet so conclusive was the case of the testimony, that the District Court decided in his favor on his main defense to wit: that the property was his. And, believing that the latter testimony will produce the same result in the Court, we shall principally endeavor in this brief to aid the Court in the examination of the testimony by closing it under aggregation leads, and by reference to the parts of the Record proving the statements we here to make.

The petition (p. 7), and it is nearly correct, in the particular, that the acknowledgment of Emma Maybury and the defendant, mention a loan about 1796. It was somewhat earlier, but the precise fact. The petition admits (p. 9) and many of the said witnesses, denied that Maybury had then anything; having spent his little patrimoncy in a trip to France. The petition states, and is besides proved, that Mr. Maybury's father from 2,000 to 3,000 to be remitted when he should be able to do so. With this sum he commenced business, bought five hundred shares, traded, in 1800, a garden, where Mr. Maysbury grew carmel vegetables for the market, and was sufficiently prosperous in his affairs to return the loan of 4,000 in 1800, or close afterwards (R. Maysbury, 111). Previous to his removal to the city, he lived on a plantation about twelve miles below the city, then belonging to his brothers, J. B. Maysbury, and now of Savannah (R. Maysbury, 119). There he sold butter and milk and made wood—and he was virtually very independent. (H. Maysbury) recollections being seen him during a cart-load with wood to the city (p. 210). He also hired a negro
frain Monse. Amedes, who sold wood for him (Toume Le Blanc 257). Theré he became acquainted with the defendant... She is the daughter of Pierre Marigay, the father of the witness, Bernard Marigay, and lived on the plantation of Monse. Mandeville Mariony, her father’s mother. This plantation is situated on the river, at the commencement of the Pierre’s bayou, on the south side of the plantation on which Eugene Mariney resided. She was treated with regard, affection, and affection, by all the members of the family. In the family, only the second of two gentlemen, both grand-children of her father-mariner, who grew up with her under the aegis of Charles Olivier, of Autun (p. 86) and Bernard Marigay (p. 215), the written evidence. On the 30th of July, 1769, Levass Troudis measured: for her a tract of land of 3 arpents long by 40 arpents deep on each side of the Bayou of the Pierre’s bayou, and Pierre Marigay, who was present and attending the survey, declared that this land had been given to Fabius Mandeville by his mother (p. 215). On the 20th of November, 1897, Bernard Marigay and J. F. E. Livandt, the latter acting for his wife, then the only surviving heir of Monse. Mandeville Marigay confirmed this donation by a seigneur’s fee (p. 279). On page 135, et seq., will be found five subscriptions or notes written by Pierre Marigay to the defendant. They bear no date but they are said to have been written before the 1st of May, 1800, when Pro Marigay died (Bl. March 1800). They breathe the most affectionate feelings and show considerable confidence in her judgment. Her father gave her directions concerning work to be done on the plantation, enjoining her about buildings to be put up. When her father sold the plantation, he gave her fifty to eighty head of cattle, she sold, none of them, and kept a small milch cow with which she kept a dairy.
In 1803, Jean Marigny, Bernard Marigny’s brother, gave her $350, with which she bought a lot of ground in Hospital Street, from Pierre Lucas. (Bd Marigny p. 137.) The act of sale is of the 22nd of March, 1805, (p. 325) the price was $350; she still owns the lot, which is the same on which she had a house built in 1815, by Leonesca, for $417.90, (p. 163.) On page 130, is a receipt by Jean Re. Marigny to Mahon Mandeville, for $800, for the price of the negro woman Vassco, and a request to the signers, to give her a good deed by a notarial act. Bernard Marigny says that he will be able, that this was a donation (p. 137.) In 1817, Jean Marigny died, and left to the defendant a legacy of the above Mandeville, who died 20 years afterwards (p. 137.) When Bernard Marigny had for building Marigny, he sold to her two lots, being set of Sept. 12, 1805, (p. 142) for $1000. The sale of one of these lots was void, the other was a donation. (138.) Bernard Marigny having at that date a saw mill, he gave her the lumber to build on the lots in Monroe Street, (137.) Charles Oliver has heard it said in the family, that her father had given her $3000. Bernard Marigny wrote in a letter to his relations, that he received a donation (p. 169.) says that he does not remember having heard it spoken of, but he was only 11 years of age, when his father died and he thinks it at all events very probable, that her father gave her money, when she formed the proposition with Marigny. This was a serious consideration, entered into with the consent of her family, the present situation of marriage, the law would permit, and looked upon as morally 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 these reasons afterwards—until 1789, when her grandmother died, she remained at the plantation. (139.) Her eldest child, Rosalie, otherwise Marc, Chief Rignaud was born there.
Pierre Marcey mentions her, in one of the letters he wrote her from the city (115, 14). Then, already she was carrying on a trade in dry goods, with the women of the Spanish settlement, at the Torre aux Boeufs (125, 127). This trade she continued after she removed to New Orleans—and it will be seen, that it soon became very extensive and pro-
fitable, 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 build-
ing up of her fortune, with greater assistance from her family, and with some pecuniary advantages than Marcey. Ma-
carry in the immigration was not idle. He formed a partner-
ship with Marcey, raised vegetables for the market, had a dairy which was composed, at least in part of the defendant’s cows (127, 129, 129, 131), cut and sold firewood, which was also made, at least in part, on the defendant’s land at the Torre aux Boeufs (140). Thus from this early period a connection of commerce existed between them; he treated her fortune as his own, we cannot doubt that she contributed to it her earnings for investment, and that the small loans Marcey made in early times, were made in part at least with her money, and we may well believe Martin Dumbeau, (78) and other witnesses, who say that Marcey sold them at all times that he was doing business with the defendant’s money.

In no other way can we account for the sum that was made of the defendant’s means, for a great balance of years, for with the exception of a sale made in 1810, by Eugene Marcey, himself, of a lot of ground for 8,000 (E.) we find, until 1821, no acts in her name for a few pur-
chases and sales of slaves, representing together but a very small sum. It is more than probable, that Marcey married and considered the defendant as his wife, and his destiny as linked to hers for life, that she having entire confidence in
...
business she did, could explain the large fortune she is now possessed of. It will therefore, in one sentence, give a summary of the declarations of the witnesses on this head.

As already stated, it is on this subject that most of the testimony was taken, and it contained, therefore, unavoidably repetitions. The defendant's business was to purchase dry goods from the importers, and to retail it by her own, or by persons she sold for her on commission. She had, at times, different sorts of merchandise, some of her other slaves were also sent out to sell goods, at times, many persons sold for her on commission. (pp. 253, 234, 239, 238, 240, 243, 120, 150, 49, 52, 65, 88, 97, 127, 111, 135, 123.) Her operations extended into the country. (Charles Villere, p. 83) as far as Donaldsonville and the area of Anacapax. (Marie Louis Frasins, p. 125.) She had a large depot in the Parish of Plaquemines. (Sblayden, p. 45) one of her merchandise visited St. John the Baptist, (Terrebonne LeBlanc 125.) This was the usual way of retailing dry goods at the time. The goods were very large, 80, 70, and even 100 per cent, (p. 124.) No losses were then unusual, every body was good, and paid well, (p. 109, 118, and others.) Many fortunes were realized in this kind of business. (Napoleon Dupuis, p. 85, Durville, p. 78, Duncan Kennedy, p. 105, Moris Louis Paut, p. 126, Louis Segur, p. 109, M. Valois Daret, p. 106, et seq.) The defendant bought on a large scale,—her credit was unlimited, say some of undoubted and most respectable merchants. (E. J. Fournal, p. 87, William Duhay, p. 111, M. V. Davin, p. 146, and others.) Duncan Kennedy sold her a great many goods at sixty, (p. 104.) and says, that he would willingly have sold her goods for $250,000, on a credit, (This was not a small, though a retail business, and the defendant followed it up with remarkable industry and sagacity. Merchants would send her their invoices, (118.) for receiving goods, and
she would, on the other hand, call on the ladies of the city, and show them her ware, being in high favor with them. (153, 154.) We should fill many pages, if we were toenter into the particulars which the witnesses give—they are all unanimous on the subject of her superior business qualifications and indeed of her character. The Record then just contain a syllable to her prejudice, and few persons have probably passed through as 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. (57) Ludovici. 109. Nr. 137. 14. Martial Depots, 96. Parses. 152.) And what because of the risks arising from so many years of industry, perseverance and economy? According to the plaintiff, it would have vanished without leaving a trace; according to the witnesses, it was employed by Macarty in discrediting notes at a high rate of interest. Macarty told them so himself, and it would be believed if Macarty had not confessed it. (Clari- dale L'encim. 545. 545. Marie Louise Parses, 105—Lavaleia 366—Hisc Charbonent, 183.) 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 if Macarty being dead, could not be good evidence. (For all of exceptions, 545, 545-4 and 43.) We leave it to the Court to appreciate this decision, the more readily, as the facts nevertheless come out quite clearly, without the aid of this rejected testimony. Mrs. Charbonet, the defendant's neighbor and intimate associate for a number of years, says the frequently give sums of money to Macarty, to be invested (268.) This was generally believed to be the fact, and Berrada, a witness for the plaintiff, 1902 and indeed, adds the same without Macarty would not have permitted any body in his house to have money lying idle. Many other witnesses state
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 Maccory, saying, that he attended to those matters, (151-56.) For many years past, all the checks that were given for notes discounted by Maccory, were signed by herself, and the notes when put in bank for collection, uniformly bore her endorsement. Maccory 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 suspetee of her children,—of her companion through a long life,—of the man to whom she was bound by every tie of law—engaged her to form,—of an excellent manager, she should ever have interfered, and never contradicted him? (242.) What wonder, again, that under these circumstances, Maccory himself, should have willingly bestowed his time and his labor upon the increase of the defendant's fortune? Did he not labor for these persons to whom, of all others, he was attached? Was not the fortune of the defendant, and of herself, for all these purposes for which a man of his taste, and habits, values a fortune, his own, however differently the law might view it? There was certainly never a sentiment of accounts between these parties, though it may be true, at an early time in an early period, it might have been practicable to make one, and to discriminate, with some approach, as precise, what portion of their joint fortune was more immediately the result of the capital, the savings, and the exertions, of each of them. Supposing that such a sentiment had been fixed, what provision of the law would have prevented Maccory from openly directing his own fortune to the maintaining of his family, and to the education and establishment of his children, thus committing it, and leaving the defendant's separate fortune for their consumption or accumulations? And this, whether he intended it...
[40]

or not, is what M])==archy actually did. He kept a good table and always had some friends to dine with him. One day the witnesses, his five children were well educated, and of them at the mouth, (p. 143); they went in New Orleans, two in business and one living on his income, (p. 246), and two of his children, Mrs. Charity and Rachael Ellis, Mocracy have been for many years established in Cuba, where they have three plantations, (p. 246). We have a right to present that all the expenses occasioned by the support and education of his children were defrayed by Mocracy, and if he had lived longer, he now to call upon the defendant for a subscription to the support, they could certainly not substan-

ciate their claim in law. Mocracy himself at first owned one of the plantations in Cuba. It proved a losing business, and caused him a great deal of money. Before 1815, says the narrator, Mexican (p. 246) Mocracy went to Cuba himself—
to watch and learn their habits. He had a number of friends at that time in Cuba, and it formed a mighty effort to convert between them. All the plantations in that neighborhood, the "Agriculture du

Linier" were ruined, the climate becoming too warm for coffee, as the cacao were suspended, and coffee having been greatly diminished in price. Charley Mocracy's son-in-law, who managed the plantation, sold the slaves to the school in town.

Three years ago his children in Cuba, wrote to Mocracy to come there, and he observed that he would do no such thing, having lost 4 to 5,000 by his previous trip (p. 246). The Record, (169) in 1815, contained a number of letters written by African, by Mocracy himself, by his son Rapha-

el, and by his daughter, Mute Carley-Rigaud, which throw light upon the history and family of their race, and show it to have been most interesting. Resistance, ex-

ceptions, complaints of hardships, cries of poverty, and calls

for money on their order. In the week of 1814 a mem-

ber of ships have yet been preserved which show a poor,
and certainly a part only, of the remittances made by Mau-
cury to his children. The following is a list of these drafts:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1832</td>
<td>. . . . . .</td>
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<tr>
<td>1832 Aug. 23</td>
<td>1,000 (315)</td>
</tr>
<tr>
<td>1832 Apr. 11</td>
<td>1,000 (166)</td>
</tr>
<tr>
<td>1831 May 17</td>
<td>2,000 (167)</td>
</tr>
<tr>
<td>1831 Nov. 17</td>
<td>3,000 (119)</td>
</tr>
<tr>
<td>1831 Dec. 24</td>
<td>1,000</td>
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<tr>
<td>1831 Oct. 19</td>
<td>3,000</td>
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<tr>
<td>1831 Aug. 13</td>
<td>2,000</td>
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<tr>
<td>1831 Aug. 2</td>
<td>2,000</td>
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<tr>
<td>1831 July 21</td>
<td>1,000</td>
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<td>1831 Apr. 20</td>
<td>2,000</td>
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<td>1831 Apr. 15</td>
<td>1,000</td>
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<tr>
<td>1831 Aug. 11</td>
<td>1,000</td>
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</tbody>
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$350,986

The drafts were nearly sold or collected by the commercial houses of Vincent & Co., Dumas & Co., Hodge & O'Neal, Ryno & Co., Lajoyer & Co., and the Commercial Bank. They were sent for the benefit of the plantations in Cuba, and to distribute them of debt, etc., for their purchase at the commercial houses, only.

Of the $4,000 of the proceeds, $4,000 were subsequently sent to Cuba what amounts to a large fortune in itself.

The value of the defendant's fortune is very fully shown by the record. The petition states that he has withdrawn from the Bank of Louisiana, and the purchase price of the real estate described in it, the defendant was raised upon several in open Court what other property he owned.
and its value (p. 78) and the whole amount to $125,495.87, including some doubtful notes. This is not what the defendant would have made of it. If she had managed it without Macarty's aid, it is not in secret she could have done it, even with the aid of friends. Macarty, certainly, was not expected to do it for the benefit of the state, and his action can only be regarded as a more or less

should not be forgotten that Macarty made a will eight months after his death (p. 293) by which he declared that his only property were three lots and ten slaves—the whole of which he left to his legitimate relatives with the exception of $50,000—making a legacy of $25,000 to the natural plaintiff, Theodore Macarty. This yielded to them about $12,000, an amount to be taken into consideration when we account for Macarty's stated fortune.

This often, if we look at the whole case, before the Court, it appears that many years back he had large accounts in various banks. They explain nothing. One of them is evidently made up of discount of notes endorsed by him for his own or for people's accounts. We know not which. We recognize in it at all events, clearly, the two names of Bell and each which had endorsed for E. B. Macarty's accommodation. which the latter had a large amount to pay as Louisiana's enforcers. after the latter's fall. (105) He may, for a while, have lost his defendant's note in bank, or last endevours. He may have had them discounted in order to discount with the present at a higher rate. We know that he had agents there. for instance, he paid Muns. Louisiana's rent between 1824 and 1827, (206) and on the 20th of December, 1827, when he made over his agency to Mcarthy, he had $50,000 of his money in the
[18]

bands [204]. He was from 1824 to 1836, the agent of Claude B. Lanneau [204, 205], this gave him the management of upwards of $100,000, and he kept the account of Lanneau’s funds, as they were coming in and going out in his own name in the Louisiana State Bank [211]; and precisely during this period his account was large in that bank, [281].

With such a case on the merits it is hardly necessary to dwell at length upon defendant’s plea of perjuries. [p. 170] or upon her exceptions, [p. 209] which are therefore submitted to the Court, without argument.

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

The Court now knows the case, and we may therefore be permitted to say, that with such qualities of the head and character as the defendant has been shown to possess, she would have been able to cope in her worldly affairs, and in the esteem of all who know her, even without Mauvray’s property, and that the best explanation of her fortune is to be found in her conduct. What we are to think of having been shown to us by Nicolas Theodore Mauvray, whose name figures at the head of the petition. The record contains numerous letters addressed by him to the defendant, [204, 205] in which he asks small sums of money, and other favors of her, on the ground that she had so often assisted him, vows eternal gratitude to her, and subscribes himself her devoted and remittent beloved. [206]. We need observe, not wonder, that she must have told one of Mauvray’s legal heirs consented to join in this suit, so that Theodore Mauvray obtained for the transfer of, not only his property of
$2,000, but of all his hereditary rights to Charles R. Forsmire, but $1,000, [BBE] Under this condition, Forsmire now claims one-seventh of the estate, or nearly one-half of the interest represented by all the plaintiffs.

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VITA

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