

A1226

Mrs. C. Poepping Collection, 1778-1800

1 box

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REPOSITORY

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DONOR INFORMATION

Accession information is not available.

SCOPE AND CONTENT NOTE

The collection contains papers of court cases tried in St. Louis in the colonial era. These cases relate primarily to land claims and disputes, debts, and disputes regarding business transactions and financial accounts. The collection includes documents in French and Spanish. Most of the documents have been translated (see translations on the following pages). Researchers are encouraged to consult the original documents. Please note that personal names and place names in these documents often have variant spellings.

[Folder 1]

[Original in Spanish]

In the village of St. Louis of Illinois on the tenth day of November of the year one thousand seven hundred and eighty seven in absence of a notary, I, Francisco Cruzat, Lieutenant Colonel and Commander of the 3rd Battalion of the Regiment of this province, Commander and Lieutenant Governor of this western portion of the District of Illinois, accompanied by the assistant witnesses Mariano Izaguirre and José Bermeo, in virtue of the application presented by Mr. Santiago Clamorgan, on this same date and in response to Mr. Juan Batista Savoy, as executor of the offspring of Mr. Claudio Mercié, I have brought before me and in the presence of the mentioned assistant witnesses, Mr. Luis Dubreuil, neighbor and resident of this above mentioned port. I have asked him to raise his right hand and with it make the sign of the cross. I asked him if he swore to God and promised the King to tell the truth regarding the following questions made to him:

Response: He swears to do this.

Question: What is your name, from where are you, what religion do you follow and which is your actual residence?

Response: My name is Luis Dubreuil, and I come from the city of Lannosell, Province of Daunis in France. My religion is Catholic and I have resided in this country of Illinois for twenty-three years.

Question: If he has knowledge and has evidence that Mr. Santiago Clamorgan has given during the month of April of the present year, to the deceased Mr. Claudio Mercié, the amount of one thousand and five hundred pounds in deer pelts, without hair, to account for what he owed him.

Response: It is evident that he has clear knowledge that Mr. Santiago Clamorgan gave, for the month of April of this present year, to the now deceased Claudio Mercié the amount of one thousand and five hundred pounds in deer pelts without hair, so that he can remit them to the city of New Orleans in the ship belonging to Agustin Chouteau, merchant of this town, on the trip that he was taking to this town, so that he could make the payments of what the said Mercié owed to the mentioned Lagnou, neighbor of mentioned City of New Orleans.

Question: If it is evident to him or he has knowledge that the named deceased Claudio Mercié would have given when he received the mentioned pelts and after receiving the quittance or receipt from Santiago Clamorgan.

Response: That he has absolutely no knowledge that the mentioned Mr. Mercié had given to the mentioned Morgan [Clamorgan] any receipt or any pelts. The only thing that he may say or that he has knowledge of is that Mr. Mercié told the declarer that he had received a quantity of pelts from Santiago Clarmorgan to remit it to Mr. Lagnou in New Orleans.

Question: If he has anything else to say and what is his age.

Response: He does not. And that he is fifty-one years of age. Having read this declaration he said that it is the same as that which has been made and that he ratifies and affirms under the present oath. He signed it with me and said commander and lieutenant Governor and the witnesses present.

Louis Dubreuil Joseph Bermeo Francisco Cruzat.

Immediately afterwards and in the presence of the mentioned witnesses Mr. Lorenzo Derroché, neighbor and merchant of this mentioned village, and having had him raise his right hand to

make the sign of the cross, I asked him if he would swear to God and promise to the King to tell the truth on the subject that he will be questioned upon.

Response: Yes, he will swear and promise.

Question: What is your name, where are you from and what religion do you profess and what is your present residence?

Response: That his name is Lorenzo Derroché, born in the City of Montreal, Province of Canada, and that he presently resides in this country of Illinois for the past seven years.

Question: If he has knowledge that Santiago Clarmorgan had given to or taken from, during the month of April of the current year, the deceased Claudio Mercié the amount of one thousand five hundred pounds in pelts and deer skins without hair, in account for what the mentioned Morgan [Clamorgan] owed him.

Response: That he does not know and has no knowledge thereof, that Santiago Clarmorgan has given any pelts to the deceased Claudio Mercié, in account of what he owed him. He can only state that Mr. Mercié asked the declarant several different times if he had remitted to the mentioned Morgan [Clamorgan] some pelts, and that he responded to him positively. After this the mentioned Mercié said he was happy. With this Mercié told him that he was happy and that it would be worth it. That he had remitted to the declarant Morgan [Clamorgan] the pelts that he owed him, but he does not know if this was enough to pay to the mentioned Mr. Mercié.

Question: If he has something more to say and what is his age.

Response: He does not. And that he is thirty-one years old. Having read this declaration to him, he said that it was the same one that has been done. In it, he affirms and ratifies under oath that he signed it with him, the Commander and Lieutenant Governor and the witnesses.

Laurent Durocher Joseph Bermeo Francisco Cruzat

[Written on the back of the document]

Deposition taken from Santiago Clamorgan on the tenth of November of 1787.

[Folder 2]

[Original in French and Spanish]

[In French]

To Mister Francisco Cruzat Lieutenant Governor of the Western Province of Illinois.

The humble petitioner Clamorgan has the honor of informing you that in the month of April last, he would have given to Claude Mercier, who passed away one month later, a quantity of fifteen hundred pounds of goat skins as payment. But because Mr. Dubreuil states that he did not receive it in New Orleans, the petitioner has the honor to request your justice and obtain a deposition from these men to determine the truth of the circumstances so that the testamentary documents can be drawn.

These documents will be for the deceased Mercier and the petitioner.

St. Louis of Illinois. November 10, 1787.

[In Spanish]

The present document will have as executor, Juan Baptista Sarpy, for the deceased Claudio Mercié. He will respond today to its contents. St. Louis of Illinois November 10 1787.

Cruzat

I, Mariano Izaquirre, sergeant of the troops stationed in the post of Illinois (as constable), recognizes the previous decision of Juan Bautista Sarpy, speaking for himself, in St. Louis of Illinois the tenth of November 1787.

Mariano Izaquirre.

[In French]

To Mr. François Cruzat, Lieutenant Governor and Commander in Chief of the western portion of the district of Illinois.

In virtue of the request that has just been made and signed, he has the honor of mentioning to you that Mr. Clamorgan can obtain, from Mr. Mercier, a quantity of fifteen hundred pounds of pelts, that he says he delivered in default, among other papers. Among these there were no documents that affirm that this delivery was made. Also they say that none were in the hands of Mr. Clamorgan as there is no receipt available. Even though I do not doubt that such a delivery has been made, I, in the capacity of testamentary executor, cannot pay or compensate for the said titles in my proper and private name without becoming responsible for the payments of others. If you judge that they are conclusive I will submit to what you order. The persons named are not capable to articulate anything that cannot conform to the truth.

St. Louis of Illinois November 10, 1787.

Sarpy

[In Spanish]

This document has been presented to Santiago Clarmorgan [Clamorgan] and represented by the executor to the deceased, Claudio Mercié. Take these judicial declarations that the mentioned Morgan [Clamorgan] requests from Luis Dubreuil and Lorenzo Derroché, for whatever need they may be used for.

Cruzat

St. Louis of Illinois November 10, 1787.

[Folder 3]

[Original in Spanish]

Sir Lieutenant Governor.

Lorenzo DuRoche, merchant of this village of St. Louis, and with the veneration needed and with the greatest politeness that is required:

He mentions to you that because Luis Chevalier, citizen of this mentioned village, owes him the amount of one thousand five hundred and ninety nine pounds in pelts, and having asked him to pay this above mentioned amount, has refused to do this, making frivolous excuses that have no foundation at all. He therefore asks for justice from you.

He begs you to make him pay the mentioned amount without malice. I hope to receive this justice from you.

St. Louis of Illinois January 28 of the year 1789

Laurent Durocher.

Take notice of the present document to Mr. Chevalier, so that he responds within three days, in writing. Given in St. Louis of Illinois on the twenty-ninth day of the month of January of the year seventeen hundred and eighty nine.

Manuel Perez.

I, Manuel Gonzalez Moro, sergeant second class of the troops of this garrison in Illinois and acting as constable, have made this decree known to Luis Chevalier, having spoken to him in person. St. Louis of Illinois January 9, 1789

Juan Gonzalez Moro.

[In French]

Manuel de Perez, captain of the Regiment, stationed in Louisiana, lieutenant Governor and commander in Chief of the western portion of the district of Illinois.

Louis Chevallier, citizen of this post, with all respects due to your authority, Sir, responds to the questions of Laurent duRoché.

He states that approximately four years ago, he was outfitted by the plaintiff for a certain quantity of pelts, and not for the ones that were destined for him from an order of this amount in pounds sent to Mr. Maillet, resident of the village named [illegible], all the pelts that he might acquire. Therefore the plaintiff did not make the delivery to the said Maillet, but said Maillet did receive the pelts. The payment was said to be made but was not.

If it would please you, Sir, to order the parties to review the accounts, in any way that you should find convenient, and demand from the suppliant to come to a conclusion of the accounts by next spring. He will not be allowed to make a voyage until everything has been cleared up and justice has been done.

St Louis of Illinois, January 30, 1789.

Louis Chevalier.

[In Spanish]

The previous petition was reviewed coming from Lorenzo Derroché and Luis Chevalier. They named two people, intelligent in accounts and in business, so that these two and a third person who will be named by the Justice will be able to conclude on the subject between said Lorenzo Derroché and Luis Chevalier. St. Louis of Illinois on the fourth day of the month of February of the year one thousand seven hundred and eighty nine.

Manuel Perez.—

I, Manuel Gonzalez Moro, second sergeant of the regiment of Louisiana, was informed of the decree before mentioned, toward Lorenzo Derroché and Luis Chevalier, having spoken to them in person. St. Louis of Illinois, fourth of February of the year one thousand seven hundred and eighty nine.

Manuel Gonzalez Moro.

Before me, Manuel Perez, Lieutenant Governor and Commander of this western portion and districts of Illinois, were present Lorenzo Durocher and Luis Chevalier, who in virtue of the previous decree, name as arbiters to make a decision regarding this difficulty that they have with each other: the mentioned Lorenzo Durochet and Santiago Clamorgan, and the mentioned Luis Chevalier and Gaspar Roubieu, neighbors and residents of the mentioned village of St. Louis, and I, the mentioned Lieutenant Governor and commander Agustin Chouteau, as third arbiter, in case there is a difficulty in making a decision by the other two persons. To be on record they have signed with me, the mentioned Lieutenant Governor, in St. Louis of Illinois on the fifth day of February of the year one thousand seven hundred and eighty nine.

Signed.

Louis Chevalier Gaspar Roubieu Manuel Perez Laurent Durocher August Chouteau

[Illegible signature]

[In Spanish]

Before me, Manuel Perez, Lieutenant Governor and Commander of this western portion of Illinois, appeared Lorenzo Durochet and Luis Chevalier, who stated, that in spite of the two arbiters that have been named, they, on their own, would like to name two others, who together with the previous ones, can examine the papers and decide upon the difficulties with more clarity. They named the mentioned Lorenzo Durocher, Luis Dubreuil and the mentioned Luis Chevalier, and Juan Papin. They are neighbors and merchants in this village. To make this official they have signed together with me, in St. Louis of Illinois, on the sixth of February of the year one thousand seven hundred and eighty nine.

Laurent Durocher Luis Chevalier Luis Dubreuil.

[In French]

We, the arbiters have been named by the authority of the government for the purpose of giving our advice regarding the problems that exist between Lorenzo Durocher, plaintiff, and Louis Chevalier, defendant. The reason is the discrepancy in the accounts that we have examined. We have also listened to the two parties in their debate. Because we have found nothing on the one hand nor the other which helps in their discussion, we have thought that it would be proper to admit that the account provided by Mr. Durocher to Mr. Chevalier amounting to the sum of four thousand eight hundred and four pounds in pelts from which there have been paid the sum of two thousand, nine hundred and four pounds. This is the amount that Mr. Chevalier gave to Mr. Durocher. There remains the amount of nineteen hundred pounds in pelts. The freight that we believe would be appropriate would be included.

This is written to Manuel Perez, so that he may order it done. In St. Louis of Illinois the sixth of February 1789.

Dubreuil Auguste Chouteau Papin GAspard Roubien [one illegible signatures]

[In Spanish]

The present decision has been taken into account. It is from Mr. Lorenzo Duroché and Luis Chevalier, so that they agree entirely in its contents. Handled in St. Louis of Illinois the seventh day of February of one thousand three hundred and eighty nine.

Manuel Perez.

I, Manuel Gonzalez Moro, second sergeant of the troops that guard these Illinois establishments as a constable, have informed Lorenzo Duroché and Luis Chevalier, the present final judgment given by the arbiters, in St. Louis of Illinois on the seventh day of February of the year one thousand seven hundred and eighty nine.

Manuel Gonzalez Moro.

Before me, Mr. Manuel Perez, Lieutenant Governor and Commander of this western portion and districts of Illinois, and in presence of the assistant witnesses Juan Yagues and Manuel Gonzalez, sergeants of the garrison. Also in person were Mr. Lorenzo Deroche and Luis Chevalier, neighbors and residents of this village of St. Louis. They have declared that they are in agreement with everything in regards the definitive sentence which was given by the arbiters that they had chosen to make the decision regarding the difficulties present between both in reference to their accounts. The mentioned Luis Chevalier declared before those present that he promises to pay so as to satisfy Mr. Lorenzo Deroche, during the month of July of the present year, the one thousand nine hundred pounds in pelts. This is what has been proven by the arbiters. This was pronounced in the presence of the mentioned witnesses who have signed with me, Lieutenant Governor and the interested parties.

St. Louis of Illinois on the eighth day of February, 1789.

Louis Chevalier Juan Yague Manuel Perez Manuel Gonzalez Moro Laurent Durocher

[Written on outside of document]

Legal action between Lorenzo Deroche and Luis Chevallier
St. Louis. February 8, 1789.

[Folder 4]

[Original in French and Spanish]

[In Spanish]

Mr. Francisco Cruzat, Lieutenant Colonel and Commander of the Third Battalion of the fixed Regiment of Louisiana, Commander and Lieutenant Governor of the Illinois Establishments of Illinois.

I concede a license to Mr. Carlos Charlevil so that with twelve slave rowers of his, he can go down to the city of New Orleans in a flat boat loaded with twenty thousand objects all from his house and the slaves that belong to him, so that he be granted permission from the Governor to be able to establish himself with all of his family in the "Apelusas." Also so that he does not encounter obstacles during his trip, but instead that he receives help in case he needs it. I give this document in St. Louis on the 5th of October of 1787.

Francisco Cruzat.

[In French]

This copy is from the original, at Ste. Genevieve February 8, 1788.

Peyroux de la Condreniere.

[Folder 5]

[Document in French regarding Sanginet [Sanguinet] and signed by J. H. Brazeau not translated.]

[Original in French]

Resignation of Maria Pallan, widow of Ignacio Rigor. September 28, 1788. [Written on the outside of letter]

Before us Mr. Manuel Perez, Commander in Chief and lieutenant governor of the western portion of Illinois, acting as notary public of this colony. There appeared today Madame Marie Joseph Pallan, widow of Ignacio Pincono, who, declares that she renounces the community of goods that exist between her and the said deceased, her husband because it is more burdensome than profitable. She swears that she has not taken any goods and that without prejudice on the succession of he said spouse for his inheritors, creditors or other matrimonial conventions. The sale of all the goods will be insufficient.

To obtain the delivery of this right that the said lady has gained, we have given her a copy which will be justified and will be sent to the government of St. Louis of Illinois in the province of Louisiana in the year one thousand seven hundred eighty eight, on the eighteenth of the month of September, in the presence of Charles Sanguinet and Mr. Clamorgan, [illegible word] after having read the document.

Sanguinet Clamorgan Manuel Perez

[Folder 6]

[Original in French]

[Envelope only]

Transaction of Santiago Clamorgan, Pedro LaCosta, and Juan Bautista Sarpy on November 30, 1787.

[Folder 7]

[Original Spanish and French]

[In French]

Mr. Francisco Cruzat, Lieutenant Colonel and Lieutenant Governor of the western portion of Illinois.

St. Louis October 13, 1778

Sir,

Jean Baptiste Pratte, citizen of Ste. Genevieve has the honor to inform you of the apprehension he has, that the disastrous death of Mr. August Dubuey, his brother-in-law, has certain particulars that could be considered calumnious and fanatic. As regards this subject and for reasons of the affairs that he may have had with Mr. Dubuey, his brother-in-law, he would like to place himself under the shelter of all similar suspicion, and conserve with honor his reputation and his credit. The supplicant dares to hope, Sir, that you would be so kind to appear before us, Mr. Desolé, commissioner of Mr. Robidou, director of this post, under oath, to determine if he has any knowledge that the supplicant has regulated and balanced his affairs which he has had with said Dubuey, only for a short time, because he was still the assistant of the said Mr. Dubuey. The supplicant makes vows for your prosperity and your conservation.

In St. Louis, the 13th of October of 1787.

Pratte.

[In Spanish]

I have seen the present memorandum and the judicial declaration that the supplicant asks Mr. Desolé, to be able to know if the deceased Mr. Dubuey, had his accounts arranged with Juan Bautista Pratt and the results of these.

Read in St. Louis of Illinois, November 6, 1787.

Cruzat

In the village of St. Louis of Illinois, on the fourteenth day of the month of November, one thousand seven hundred and eighty seven, Mr. Francisco Cruzat Commander and Lieutenant Governor of this western portion and district of Illinois and in virtue of the memorandum presented by Mr. Juan Bautista Pratt, neighbor of the village of Ste. Genevieve, he requests that a judicial declaration should be obtained from Santiago Sol, resident of this above mentioned village, to determine if the above mentioned Pratt had all his accounts taken care of by Agustin Dubuc, before his death. Present before me and with the assistant witnesses Juan Bautista Sarpy and Antonio Rey, neighbors and residents of this village. Mr. Santiago Sol was asked to raise his right hand and with it make the sign of the cross and I asked him if he swore to God and made a promise to the King, to tell the truth to the questions I was going to ask him.

Response: He said that he swears and promises to tell the truth.

Question: What is his name and what religion does he have?

Response: That his name is Santiago Sol, born in the city of Montreal, Province of Canada and that his religion is Catholic.

Question: If he has known Agustin Dubuc and if he has had some accounts with Juan Bautista Pratt, neighbor of the village of Ste. Genevieve.

Response: That he has known Agustin Dubuc very well as he has been under his service for two years and he admits having had several different accounts with Juan Bautista Pratt.

Question: If he knows that the mentioned Dubuc has made any agreements with accounts with the mentioned Pratt.

Answer: That he knows very well that in the month of June of this current year there were accounts between the mentioned Dubuc and Pratt, and that the declarer is the one who balances the accounts, and that the results indicate that Dubuc owes Pratt four hundred and eighty three pounds in cash.

Question: If he knows or has knowledge that the mentioned Dubuc, after having finished with these accounts, has had others with the mentioned Pratt.

Answer: That he has no knowledge that there is another account between both of them.

Question: If he has anything else to say on the subjects that have been mentioned and what is his age.

Answer: That he has no other knowledge and that his age is nineteen years. Having read this declaration he said that it was the same that he has made and read, and that he ratifies it under the oath that he had made. He signs it with the Commander and Lieutenant Governor and the mentioned assistant witnesses:

Jacques de Saulle Sarpy Reilhe Francisco Cruzat

[Folder 8]

[Original in French and Spanish]

[In French]

We, the undersigned, swear on the Evangelical Saints, all faith, vassalage, and loyalty to his Majesty the King, that we voluntarily live under the laws and promise not directly or indirectly to go against the interests, and to inform our Commander of all the information that reaches us that could damage the general well being of Spain and in particular of this Province, we are committed to defend it and will take arms at the very first request from our Chiefs, and in particular to benefit this district on this side and the other side of the river if there would be a danger of invasion.

[In French]

The most honorable Gagne promises under my sacrament, and signed with an ordinary mark X, to defend the King. The mark X will be that of Gagne. In presence of Debaurosié, I, Baptiste from the island promises, under oath and my ordinary mark X to defend the King.

François Dunegan [or Dunegant]

[In Spanish]

As I am the Commander of these establishments, I certify that the three subjects that I have written the ordinary Mark in the presence of Mr. Franco Bonnone, as founder and first citizen of the village of San Fernando, are the same ones that have come from the other party, to establish themselves here as vassals of His Majesty the King, in view of the oath of fidelity. July 8, 1792.

Manuel Perez.

[Folder 9]

[Original in French and Spanish]

[In French]

During all the days of next spring, Joseph and François, brothers and associates, and in the presence of Mr. Cruzat, promise to pay, jointly one for the other or one individually for everything, in the order of Mr. Silvester Labbadie, the amount of ten thousand five hundred and nine pounds and fourteen cents and three “deniers” [cents], for the beaver pelts, at three pounds per pound, for otter pelts at seven pounds and ten cents, for goat pelts at twenty cents and other pelts found in the country. This during the choice of pelts that we will have made in our treaty with a value of the pelts and our equipment for the wolf pelts.

St. Louis, August 24, 1787.

Signed Joseph Le Sieur and Company.

Cruzat.

Held in the hands of François and Joseph, proving that they have given me the sum of three thousand nine hundred pounds in pelts. April 23, 1789.

Signed Labbadie.

[In Spanish]

This is a copy of the original that has been given to me. The interested party sends this to New Orleans. I certify this as Lieutenant Governor and Commander of the western portion of the Illinois, St. Louis of Illinois April 9, 1790.

Manuel Perez.

[Folder 10]

[Original in Spanish]

[Written on the back of the document]

Oath of fidelity of various inhabitants from 1792 [Village of St. Louis of Illinois, June 1, 1792]

We the undersigned swear upon the Holy Gospel, all faith, vassalage, and loyalty to his majesty the king, that they voluntarily want to live under his laws. We promise not to go directly nor indirectly against his interests, to immediately notify our commanders of what ever may come to out knowledge and which may in any way harm the general well being of Spain and in particular this province. We are the defenders of this province and are willing to quickly take up arms at the first request of our Chiefs especially when it involves this District, if it should be invaded from the upper regions of the river or from the lands of the interior.

A. Moran La Croix sign of X Andre Roy sign of X Carlos Leflert L. Brazaux Jean Bte. Tiron sign of X Carlos De Lil sign of X Luys Derole Gabriel LaChansem Benito Vazquez Bonaventura Collell P. J. J. Geugembre.

Manuel Perez, Captain of the Regiment of Infantry of Louisiana, Lieutenant Governor and Commander of these western parties and districts of Illinois, certifies that they have signed this document in his presence.

Also present were Captain of the Militia, Benito Vazquez, and Mr. Collet, swearing allegiance as new vassals of the King, and established in this village of St. Louis of Illinois on the first of June of the year one thousand seven hundred and ninety two.

Manuel Perez.

[Folder 11]

[Original in Spanish]

We the undersigned, swear on the Evangelical Saints, all faith, vassalage, and loyalty to his Majesty the King, wanting voluntarily to live under its laws, promising not to go directly or indirectly against its royal laws, to immediately inform our commanders of whatever is in our knowledge, that in any way may be harmful to the general well being of Spain and in particular to this province, in whose defense we will immediately take up arms at the first request of our Chiefs and most importantly in the defense of our district if from the other side of the river or from the interior there would appear forces to invade us. St. Charles, the twelfth of July of the year one thousand seven hundred and ninety two.

Baptist Sanalolle Pier Troge sign of X Isidor Savoye sign of X Frances Malboeuf sign of
X Juan Valle sign of X Clemente Mistry Luis Desctolat sign of X Antonio Lamarche
sign of X Joseph Lamarche sign of X Juan Maria Disonat sign of X Nicolas Coons
Witnesses Gaspar Roubieu sign of X Luis De Blanchet.

Mr. Manuel Perez, captain of the Infantry regiment of Louisiana, lieutenant governor and commander of this western portion and district, certifies that the citizens that have signed, and sworn fidelity to the first citizen of St. Charles of Missouri and of Gaspar Roubien, first lieutenant of Louisiana, are the same who with their families have settled on the other side of the river but are vassals of his majesty the king, on this thirteenth of July of 1792.

Manuel Perez.

[Folder 12]

[The following are partial translations of these documents.]

[Original in French]

In St. Louis of Illinois, on this thirteenth day of the month of August in the year one thousand seven hundred and eighty, there appeared before us Zenon Trudeau, commander of this western district of Illinois, the gentlemen Gaynon, and Biscone. They came to end the difficulties that have occurred in regards a farm. They agreed in naming the arbiters who will make the amicable arrangements. These will be Mr. Gaynon and the named Benito Vazquez, Mr. Bissonnet, Mr. Robert. It is hoped that they will reach an agreement which will shorten the length of this affair.

Zenon Trudeauux.

In consequence of the decree given by the commander in regards the rules and differences that exist between Mr. Gaynon and Mr. Pierre Bifront. One and the other live on the shores of the Missouri. We will arbitrate, after having taken into consideration the grievances of the parties, regarding a farm of animals and of land that Mr. Bifront had received from Mr. Gaynon with the benefits of keeping the animals while the above mentioned farm is under his name. He must come up with an estimate of the value, which is close to one hundred and twenty five pounds in current money. This money can be paid in one, two, three or four years. This information has been sent to the commander. This was accomplished in St. Louis, on the thirteenth day of July of the year 1793.

Signed Louis Roberts Benito Vazques [illegible signature]

[Following document in French, signed by Louis Lion and Loran Michon, not translated.]

[Folder 13]

[Original in Spanish]

Lieutenant Governor of the Territory of the Illinois.

Sir,

Joseph Albanez Hortiz, neighbor of this village of St. Louis of Illinois, in the most polite manner possible, appears before you with the required respect, to inform you that he has decided to establish a residence on the shores of the Marrameca River to plant corn and raise animals, because on different occasions he has lost the ones that he has raised in this village. He asks for a prompt answer.

He deigns to agree to give the property title for himself, and for his heirs and others that may represent his rights, for eight acres of land in frontage and forty in depth on the shores of the Marrameca [Meramec] in the location named Lagnan of Rabelina or the Cabeza de Buey [Head of an Ox], limited from the east to the west beginning with approximately fifteen acres from the land of Juan Alebran to the west whose land had been conceded to him by Mr. Manuel Perez, predecessor to another man because of an obstacle from Mr. Santiago Clamorgan, who did not own it. Because this land is part of the domain of his Majesty it is expected to be given by him. St. Louis of Illinois. August 30, 1792.

Joseph Albanez Hortiz

[Written in the left-hand margin of the page]

St. Louis of Illinois, July 31 1792, verifies that the land asked for belongs to the dominion of the King.

Zenon Trudeau

[Folder 14]

[Original in Spanish]

Lieutenant Governor of Illinois.

Sir,

Joseph Hortiz, neighbor of this village of St. Louis, in the most polite manner possible and with the expected respect toward you, says that in virtue of the decree that you deigned to make in your memorandum concerning the concession of the land he hopes to claim on the banks of the Marrameca he would like it to be made that the land of his majesty the King. To yourself he would like to make a declaration against the mentioned Thomas Mars and Enrique Botalle, who have known of this land for a long time because they have cultivated corn and other grains even though it did not belong to them, but knowing that it is part of the dominion of the King, hope that justice will be fair to them.

St. Louis of Illinois February 3, 1792

Joseph Hortiz.

St. Louis September 3, 1792.

Thomas Mars and Enrique Botalle appeared to give their declarations.

Zenon Trudeau.

In the site of St. Louis before Zenon Trudeau, Captain of the Regiment of Infantry of Louisiana, commander of the establishments of Illinois, in the absence of the notary public, appeared Thomas Mars, citizen of the Maramec, who received and swore to the rights and promised to tell the truth when asked about the content of the previous transcript. He states that the residence that belongs to Santiago Clamorgan is known as La Salina [The Salt Marsh], he does not know of another proprietor of the half league above the ravine of the Cabeza de Buey and that all other lands are not inhabited. He states that he has been on this land of the Maramec for three years. In the years that I have lived along the Maramec, I have not seen that it has been plowed. The inhabitants along the Maramec, in order to defend themselves from the Osages Indians, built a small cabin and sowed a little corn, without knowing that this land had been given to any person. He declares that all this is true and in accord to the oath. He signs it with me.

Thomas Mars. Zenon Trudeau.

Before me Zenon Trudeau, there appeared Enrique Votalle, citizen of the Maramec. He promised to tell the truth according to the law. He was asked about the contents of the preceding document. He said that the house of Mr. Clamorgan, known as La Salina [The Salt Marsh] and its surrounding lands had not had any other resident. This he has observed during the last five years that he has lived along the Maramec. He has not seen any building erected along that terrain. He declared that he is telling the truth according to the oath that he has given. Because he does not know how to write, he made a sign of a cross, which is ordinary mark. This was then signed by.

Zenon Trudeau....X

St. Louis. September 10, 1792.

I am transferring to Santiago Clamorgan this information in regards to the mentioned land, during the same day, month and year that I brought it to the attention of Mr. Santiago Clamorgan.

Trudeau

[Folder 15]

[Original in French]

[Written on the back of the document] Lawsuit between Hortis [Hortiz] and Clamorgan for a portion of land along the Maramec with a judgment against Hortis [Hortiz].

Zenon Trudeau, Captain of the sixth Louisiana Regiment, lieutenant Governor and Commander in Chief of the western portion of Illinois.

Humbly I name Mr. Clamorgan from this region, to have the honor of mentioning to you that on the 14th of September of the year 1791, he acquired from Mr. Thomas Taylor, citizen for more than ten years, of the region of the River Maramec, a piece of cultivated land that he cleared and established. The sale was paid with a private signature, with the obligation to register it at once. On that land there is a conical hill that Mr. Thomas Taylor had built enclosures for animals from the moment that he acquired it under the guidance and direction of Mr. Patience Gerau and the work of Mr. Clamorgan your petitioner in the manufacture of this, which is located from the said land at approximately 15 to 20 acres towards the north northwest from the land that the petitioner has also acquired from Thomas Taylor and signed on a separate document. In that sale Mr. Thomas Taylor received one half of the plantation of corn, which was to their surprise in the ground of that field. This was at an approximate distance of twenty acres of the Saline [The Salt Marsh] and for which the petitioner paid the said Thomas Taylor through a particular receipt and for which he paid the sum of four hundred piastres.

The petitioner asks you, Sir, to question the important citizens of this area, to prove that the land in question is truly an establishment made and developed by Thomas Taylor, and which he has always been recognized as proprietor. On this there are two hundred "minot" (1 minot = 39 litres) of wheat, even before the sale was made. There will also be the harvest of tobacco for which in the course of the year there will be a number of employees needed to do the work. This portion of the land which has been plowed, cultivated, and sowed by the mentioned Thomas Taylor is therefore most needed by the petitioner as it will be close to the particular place, close to the Saline [The Salt Marsh], which is nothing but very arid slopes and ravines. This portion of land the petitioner would have renounced for the establishment of the town, which is needed to be established for the citizens and to have a fortification against the savages. All the citizens of this area depend on the Maramac for their livelihood.

In consequence I am required to ask from your honor to give us the justice and allow us to incorporate this within forty square acres of land on each side facing the north, the south, the west, and on the eastern portion. On the east it will face half of the land of Hilibran and a portion of that conceded to the said Mr. Clamorgan. The other portion of 20 acres will be facing lands of his majesty, as well as the lands to the west, north and south in which cattle will be established. Therefore I hope you will concede to my demands in this town of St. Louis of Illinois the twelfth of September of the year 1793.

Joseph Clamorgan.

The year is one thousand seven hundred and ninety three on the third day of the month of September. In consequence of the demand made to us by the petitioner Clamorgan, on yesterday's date we have named four notable citizens to have declared to us that the property in the Ravine "Head of the Ox" located approximately 15 to 20 aces of the Saline [The Salt

Marsh] of Clamorgan and the land known as the one of Thomas Taylor. The harvest of wheat and tobacco has been made as well as that of corn. Mr. Clamorgan has harvested the corn on the Saline [The Salt Marsh] that is at the "Head of the Ox" about four leagues from the beginning of the head of the Maramec. For this transaction we have named Mr. Joseph Brisane, Mr. St. Rose, Mr. Cayona, Mr. Charles Tallon. We are the witnesses.

In the first place Mr. Joseph Crasan was questioned if the land cleared, plowed, cultivated and seeded by Thomas Taylor, citizen of the Maramec, who has made his residence for several years in this region, and the one that is established in the great ravine of the Saline [The Salt Marsh] belonging to Mr. Clamorgan, commonly named the "Head of the Ox," and at a distance of fifteen to twenty acres in the west north west close to the establishment of the said Saline [The Salt Marsh], on which land there had been a harvest of corn, at the time that the said Clamorgan bought it from the said Taylor.

Mr. Braseaux has responded that the same cultivated land of about one hundred acres was sold to him before Mr. Clamorgan was the owner of that land.

In second place Mr. Hyacinth St. Sire was interrogated and the questions were the same. He also answered that the same land of about 20 acres inhabited for several years by Thomas Taylor and that it was sold about two years ago to Mr. Clamorgan and who has cultivated it since then.

In third place Mr. Cayona was interrogated in the same manner as the two previous persons. He answered that he knows of a piece of land situated in the great ravine of the Saline [The Salt Marsh] of the Head of the Ox close to the river Maramec, situated approximately twenty acres from that Saline [The Salt Marsh], and that has been cultivated and seeded by Thomas Taylor for approximately two years for Mr. Clamorgan and who built enclosure to prevent the escape of the animals.

In the fourth place, Mr. Charles Tallon was interrogated, captain of the militia. We asked him the same questions have been previously described.

He responded that for several years he has known Thomas Taylor as having cultivated and seeded land of about 100 acres which he had cleared up to about 20 acres towards the west northwest from the Saline [The Salt Marsh], which at this time belongs to Mr. Clamorgan and which approximately two years ago the latter made available for cultivation and for the raising of animals.

After this all of the declarers signed the documents in the presence of the assistant witnesses in the name of the lieutenant governor.

Signed L. Brazeaux Charles Sanguinet Charletayon X Jacinto St. Sire Gonzalez Moro
Zenon Trudeau

At the requests of Mr. Clamorgan, residing in the area, concerning land cultivated by Thomas Taylor, citizen of the Maramec. This area situated between the west and the northwest from the Saline [The Salt Marsh] (Head of the Ox). The information of four notable citizens of this town of St. Louis who have declared that the land in question, and in good conscience, is truly the land of Thomas Taylor for several years and that for two years Mr. Clamorgan has cultivated a portion and also raised animals.

St. Louis on this eighteenth day of the month of September of the year one thousand seven hundred and ninety three.

Zenon Trudeau

[Folder 16]

[Original in French]

[Written on the back of the document]

On the behalf of Mademoiselle Rigauche 1798

I the undersigned, recognize owing Mrs. Marie Joseph Payant, widow of Rigauche, resident of this parish of St. Louis of Illinois the sum of two thousand five hundred pounds, which she mentioned to me, towards Mr. Charles Henry, in testimony thereof I have delivered the present note, in St. Louis of Illinois the third of September of the year 1790.

[Signed] Michelle Maux, witness

I have received from Mr. Cerré, the sum of seven hundred and fifty pounds, on account of the note mentioned in another place, on St. Louis of Illinois, September 13, 1790. Widow Rigauche Marie Joseph Payant.

Registered by us, Zenon Trudeau, lieutenant Governor of the western part of Illinois, demanded by Madame Marie Joseph Payant widow Rigauche.

St. Louis the 26th of May, 1798

Zenon Trudeau

[Folder 17]

[Original in French]

To Mr. Zenon Trudeau, Lieutenant Governor and Commamder of the Western Portion of Illinois.

Louis Taisson Honoré, citizen of this place, has the honor to represent you, having made a trip last spring on the upper Mississippi, carrying diverse merchandise and having arrived at a place called Lead Mine he began walking in said place with the named Mr. Dubuc. He sold him the mentioned merchandise in exchange for a quantity equivalent of lead. On his return to this town he was very surprised to learn that Czéanciezu did not want to receive the mentioned lead in payment alleging, that the recipe was not correct because of the mixture of the dirt of the mine and the slag. They did not take into consideration the metals. He asks you to please come to terms with this affair and create an arbitrary amount so that the loss that he had because of the decrease in the lead was inadvertently made by Mr Dubuc. It is asked by the petitioner that Mr. Dubuc reimburse the losses as judged by the arbiters.

When this justice is accomplished we will pray to the sky for the conservation of days. St. Louis of Illinois. August 18, 1798.

Louis Taisson Honoré.

St. Louis August 20, 1798.

To certify the quality of the lead which he mentions and in virtue of the fact of what is requested, we in this office, will serve as experts. We recognize Mr. Bernard Pratt and Guillaume Hubert who say that the quality of the metal after having examined said lead. The good or bad quality will be carefully considered to make the necessary decisions.

Zenon Trudeau.

In St. Louis of Illinois, the twentieth day of the month of August.

Before us, Zenon Trudeau lieutenant governor of the western portion of Illinois, and in virtue of our decree mentioned below are accompanied by Mr. Bernard Pratte and Guillaume Hubert le Conte. They have declaimed that they examined and recognized a quantity of lead in slabs weighing about nine thousand. This was shown to them and cut in the middle in a good number of slabs. The lead was full of cinders, slag and other impurities entirely strange to this metal. It was not possible to judge the quality and therefore it was not known if it could pass one hundred percent.

Bernard Pratte Zenon Trudeau X

St. Louis August 21, 1798

The impurities were seen in the quantity of eight thousand and seventy nine pounds of lead examined by the experts and passed by St. Louis. We received from Honoré in payment from Mr. Dubuc from Prairie du Chien, the waste and the loss of one hundred percent, evaluated by the mentioned experts. The amount is equal to four thousand thirty nine pounds of lead, to be paid within two months after having received the present.

Zenon Trudeau

St. Louis, August 21, 1798.

Mr Honoré was present before us and was told this sentence.

Zenon Trudeau.

[Written on the envelope]

Testimony of Louis Honoré Taisson against Dubuc and decree of the Commander on the 28th of August 1798

[Folder 18]

[Original in French]

Zenon Trudeau. Lieutenant Governor of the western portion of Illinois.

Several citizens of St. Ferdinand have complained about other citizens of the same area concerning the properties destroyed, with the forests cut down in order to preserve their own. We warn all the inhabitants of this post, that the property of each must be respected and protected. Those that touch the woods of others, will not only be sought by the justice, but will have to pay three piastre per tree chopped down, of whatever species it may be. So that no one ignores this disposition, the Commander of said St. Ferdinand will make a note in his archives so that he can keep a record and to observe if the law is maintained in all ways.

St. Louis the 8th of April, 1799

Zenon Trudeau.

[Folder 19]

[Original in French]

To Mr. Zenon Trudeau, lieutenant colonel of the regiment of Louisiana and Lieutenant Governor of the western portion of Illinois.

Sir,

Charles Gratiot has the honor to inform you that in virtue of the flattering and satisfactory response that he has received from Mr. Schneider and Company the grievance that led to his malcontent, and therefore is seeking for justice from you. In St. Genevieve that justice will include all the previous reclamations. The petitioner desires, Sir, that to be witness of the satisfaction that he has tried to obtain from the hands of Auguste Chouteau, you will be in agreement.

Charles Gratiot.

St. Louis May 5, 1799.

As requested this has been communicated to Auguste Chouteau indicating his responsibility towards Mr. Schneider and Company.

Zenon Trudeau.

The year is one thousand seven hundred and ninety nine, this fifth day of May, I Zenon Trudeau lieutenant governor of the western portion of Illinois, has before us Mr. Auguste Chouteau, merchant of this town of St. Louis, and have notified him of our decree.

August Chouteau Zenon Trudeau

[Folder 20]

[Original in Spanish]

[Written on the back of the document]

Deposition between Carlos Sanguinet and Joseph Hortiz, in the pending judgement of Francisco Collell. Dated August 16, 1799.

In the village of St. Louis of Illinois, on the 16th of August of the year one thousand seven hundred and ninety nine, before me, Carlos Dehault Delassus, lieutenant colonel of the regiments and lieutenant governor of Upper Louisiana and in the presence of the assistant witnesses Joseph Robidou Lieutenant of the militia and Augusto Chouteau, neighbor and merchant of this same town, presented themselves Carlos Sanguinet resident and merchant of this town and Joseph Hortiz, also a resident of this town. He is representative and power of attorney of Francisco Collell, Captain of the regiment of this province. They have convened and made a pact that in virtue of the decree notified to them, and looked at by the Governor General of this province, Manuel Gayoso de Lemos, Brigadier General of the regiments. They abandon the arbitration, therefore the mentioned Joseph Hortiz will appear for the handing over of the merchandise that has been deposited in the house of Eugenio Alvarez, for the mentioned Carlos Sanguinet, so that he can use make use of it, the way he finds them, with or without defects or other incidents that may have happened to it during the loading and unloading, for the prize that is specified in the invoice that was presented by Manuel Andres Roque, cashier of Captain Francisco Collell, when he gave him the deposit and a summary of his accounts, that add up to four thousand nine hundred and eight pounds, for wages and money paid for deer pelts at a prize of forty wages per pound during all of the month of April of the year one thousand eight hundred. The mentioned Joseph Hortiz in the name of Captain Francisco Collell as his power of attorney, is requested to pay the costs of the judicial procedures occurred in these offices of New Orleans. In the same manner the above mentioned Carlos Sanguinet promises to satisfy what he has promised in this town of St. Louis, because he agreed to do this. At that moment the following people came to me: Lieutenant Governor and assistant witnesses came to the deposit receiver Mr. Eugenio Alvarez, who disclosed the other merchandise before Carlos Sanguinet, who saw them in our presence, and accepted them having examined them before and taken them to the warehouse. He promises with his person for the goods that he has had and will have for the sum mentioned above. Both have agreed to compromise and to abandon this argument and this suit. Finalized this agreement was passed in the Government office, on the same day, month and year as mentioned above. The interested parties signed this;

Joseph Hortiz. Carlos Sanguinet. Augusto Chouteau. Joeph Robidou. Carlos Dehault Delassus. Lieutenant Colonel of the regiments and Lieutenant Governor of the Upper Louisiana.

I certify that this copy is the same as the original that I shall send to the general Government. This will be placed in the archives of this Government, for further use as needed. St. Louis of Illinois the sixth of December of the year one thousand seven hundred and ninety nine.

Carlos Dehault Delassus

[Folder 21]

[Original in Spanish]

Copy of the decree from the Governor.

Let it be known that because of the rebelliousness of Carlos Sanguinet, who has not made his appearance, in person or through his power of attorney, even though he has been cited to do this by the Commander of St. Louis of Illinois. He also did not do what was asked of him by Captain Francisco Collell, who gave him the summons. He was directed to the Commander so that he Sanguinet and the attorney of Collell should choose a piece of land from the same commander so that he may resolve this question.

[Remainder of document has not been translated.]

[Folder 22]

[Original in French]

St. Louis. August 17, 1799

[Written on the back of the document]

To Mr. Charles Tayon, Commander of the post of St. Charles.

Sir,

In your post there lives an American by the name of Jacson[Jackson?], measuring about 5 feet. He has a piece cut out on the right side of his nose. This man has a horse, a valise, a saddle and a greatcoat, that do not belong to him. If he is in your post, you will ask him to present himself to you and you will make him return those items to the porter of this letter to Mr. Estorgues, who will give you a receipt. If he can authentically claim that the items belong to him, you will allow him to keep them. In any case you will see to it that the American will not suffer from any mistreatment.

I have the honor of being sincerely,

Your very humble servant

Charles Dehault Delassus

[Folder 23]

[Original in Spanish]

I, the undersigned, have taken charge of the horse that, with approval of the Commander, I have looked for and found in the possession of a person called Jacson[Jackson?] who, knowing that I was looking for it, abandoned a suitcase and a cape, the contents of which remain in my possession to return to the victim from whom this Jacson[Jackson?] robbed them, as I state in the document that remains in possession of the Commander.

Signed by Colonel Shelby with this receipt for the [illegible word] in this persecution. In this place it was signed by the witnesses Zenon Trudeau and Antonio Laugracie. Luis de [illegible surname], August 18, 1799.

Zenon Trudeau witness A. Saugrain John A. Sturgess

[Folder 24]

[Original in Spanish]

In the town of St. Louis of Illinois on the nineteenth of September: I, Carlos Dehault Delassus, Lieutenant Colonel of the Infantry attached to the Louisiana Regiment and Lieutenant Governor of Upper Louisiana, I order the formation of this writ in virtue of the fact that the free mulattos named Bautista Datcherrate, Juan Bautista Prevot and Matuvin Doubreau, have just told me that going to the pond of the Molino, Mr. Choteau[Chouteau] while taking something to eat to the washerwoman and while coming back to this town, he found a woman laying on her back, seemingly dead, at a short distance of the creek that takes water from the before mentioned mill. She appears to be Indian. To investigate and to be able to recognize this cadaver and to find the cause of this occurrence he asked that the Surgeon Dr. Antonio Reynal, citizen of this port, examine the cadaver and report the findings to Mr. Antonio Soulard, Adjutant of this Plaza and to Eugenio Alvarez, Guard of the armory. The assistant witnesses, who having been present, accepted and swore that they would testify with fidelity so that the expert can certify the cause of this death and whatever else believed is necessary. The witnesses will give their report with me, swearing that they saw the cadaver with the characteristics that we may explain. Before me they sign as witnesses.

Carlos Dehault Delassus Eugenio Alvarez Antonio Soulard

We immediately went with the witnesses to the place indicated by the mulattos. There we found an Indian woman lying on the floor covered by a cloth, apparently dead. The surgeon examined her and found a slight scratch on the head. He did not believe that this was the cause of death, as he had not found any evidence of a blow of injury, and stated under oath that she died of natural causes, and therefore he signed with me and other witnesses

Carlos Dehault Delassus Eugenio Alvarez Antonio Soulard.

[Folder 25]

[Original in French]

To Mr. Dehault de Lassus, Lieutenant Governor of the Upper Louisiana.

Sir,

The undersigned Hubert Tabeau, citizen of Carondelet, has the honor to represent you with all the respect that is due to you. Having sold to Mr. Lafourcade, a quantity of apples for the price of nineteen piastres and other objects and that the said Lafourcade delivered the said objects to Louis Menard, to be remitted to the undersigned. Mr.Morgan [Clamorgan], resident of this town, secured himself of these objects. The son of the petitioner is responsible for these debts. The undersigned is not responsible for the debts of his son or his products.

St. Louis, 26th. of October, 1799.

Hubert Tabeau Mr.Bern. Pratte.

[The remainder of the document is faded due to water damage and has not been translated.]

[Folder 26]

[Original in Spanish]

[Written on the back of the document]

Suit of Pedro Roy against Manuel Lisa September 9, 1799

To the Lieutenant Governor of the Upper Louisiana.

Pedro Roy, neighbor and resident of this town of St. Louis of Illinois, with the best manner which is correct and with all the needed respect towards you, states that Mr. Manuel Lisa, neighbor and merchant of this town, has made it known and has spread the knowledge to different people of this town, that the petitioner entered his house the night of last Saturday the seventh of this month at an extraordinary time, and having seen this man and spoke to him, and as it would be normal that a man who enters in a house at these extraordinary hours could have been a robber or a person who has bad intentions to commit a bad crime; the petitioner being an honorable man with his family as can be learned from all the people of this town, asks Mr. Lisa to accept this accusation and that he be punished in the proper manner. That he apologize for the incursion in his honor and for having broken the peace of his family. I also ask for the expenses that were incurred for the loss of time. St. Louis of Illinois September 9, 1799.

The petitioner signs with an X because he does not know how to write, in the presence of Jacinto Egliz and Joseph Hortiz.

Mark of Pedro Roy X Jacinto Egliz Joseph Hortiz

Informed of this in St. Louis of Illinois.

Carlos Dehault de Lassus.

[Folder 27]

[Original in French]

[Written on the back of the document]

Debenture

Account of Dennis Cavanaugh and his debenture in favor of Mr. Clamorgan and a suit of the latter against the former. 1799

St. Louis October 28, 1799.

To Mister Dehault Delassus, Lieutenant Governor of the Upper Louisiana.

Clamorgan, born in this town has the honor to remit to you the bill from Mr. Cavanaugh, in which he owes a sum of 632.00 and which he would like to receive. In order to accomplish this himself and in spite that for ten years the mentioned Mr. Cavanaugh was accountable to the petitioner for the payment, this did not prevent him to prefer Mr. Soulard. The petitioner rejected the menaces that were dangerous but made him present a criminal suit directed to you. This did not prevent him to insult the petitioner in the house of Mr. Chouteau to the degree that he faced being thrown out of his house.

Under these circumstances the petitioner requests the authority of your justice so that in the future he can enjoy the security that belongs to all the citizens. The said Cavanaugh has to relinquish the balance of his debt.

St. Louis the 28th of October of the year 1799.

Clamorgan.

Debt of Cavanaugh to Clamorgan.

For the amount of his account paid on August 30, 1791. Check made to me for the amount of 2500.00

For his Bond	25.00
Paid to the Marshal	30.00
Paid to the Cardinal	80.00
For half of the "malin" paid to Michon	16.50
For what I have paid for him to various persons	40.00

Possessions

two hatchets	60.00
--------------	-------

2

2 idem	30.00
22 bear skins	132.00
1 auger	40.00
1 debt	7.10
3 minot (measure of 39 litres)	7.10
for wood sold to Waleta at two places	550.00
Between Butter and him	827.00
Half for Denis	413.00

Balance to be paid to Clamorgan

2691.15

Amount of the balance mentioned above which is due to Clamorgan in the sum of two thousand two hundred seventy pounds and five “sols,” according to the present ruling made in duplicate in St. Louis the 4th of May 1795.

Clamorgan

Dennis Cavanaugh

I the undersigned Denis Cavanaugh certifies and declares to have the debt and will pay to the order of Mr. Clamorgan the sum of two thousand and five hundred pounds in current money to take care of all the accounts with said Sir, up to this day, in St. Louis August 30, 1794.

Dennis Cavanaugh.

[The remainder of this document has not been translated.]

[Folder 28]

[Original in French]

I certify that in the year one thousand seven hundred and ninety five Mr. Andre Roy told me while talking of his nephew, Augustine Lapommerais, that after his return from Missouri he was going to Canada with Mr. Silles with two packets of beaver skins which I owe him. This will produce a small sum which I hope will be satisfactory. In view of this fact I render this service.
September 27, 1798.

Piertrogy

[Folder 29]

[French document regarding Andre Roi and Augustin La Pomeraiis. Not translated.]

[Folder 30]

[Original in French]

Augustin Lapommeray, owed to Mr André Roy

1795

July 31

In the folio 53 of his Journal for divers merchandise and several articles

233.15.

August 2 In the same folio as above

2 pounds of gun powder

15.00

one half pound vermillion

7.10

Pounds

256.50

I certify the present account is veritable and that it is in the journal of Andre Roy.

St. Louis, October 18, 1798.

P.L. Cerre

G. Cerre Testamentary Execution.

[Written on the back of the document]

Account of Augutin Lapommeray after the sum of 256.50 was removed from the journal of Gen. André Roy.

[Folder 31]

[Original in French]

In our presence, we have signed that Mr. Andre Roy promises and is obliged to pay to the order of Augustine Lapommeray, his nephew, the sum of 12 hundred pounds in cash during the course of the spring for the salaries, in St. Louis of Illinois the 31 of August 1794

Andre Roy X Provost. Witness. J. Bte. Monier

[Folder 32]

[Original in French]

Mr. Zenon Trudeau, Lieutenant Governor and Civilian and Military Chief of Upper Louisiana.

Sir,

Charles Sanguinet, petitioner, has the honor to present to you with all the respect that is due you, the deposition of Mr. Prevot and Mr. Constant to Mr. André Roy, and debtor of Mr. Augustin Lapomeraye. He asks you that the mentioned bill should be equal to the sum agreed upon by the petitioner made by the testamentary executor of André Roy. So that there will be no difficulty in paying this sum, the petitioner asks that Mr. Prevot and Mr. Monier, who at this time are handling the business of André Roy, should be called. He has declared that he has never advanced money to Mr. Lapomeraye, nor merchandise, or any other bills payable that would have been on his account, or any balance due to Mr. Lapomeraye. He asks Mrs. Rigauche that if the circumstances require it, she should be called and should declare what were the intentions of the deceased Roy, and if she has knowledge that Mr. Lapomeraye had received from André Roy any sum on the account which was due to him. If this should be the case, the petitioner asks you to order that the sum of Mr. Prevot and Monier be certified.

Charles Sanguinet.

St. Louis. January 7, 1799.

Informs Mr. Gabriel Cerré that the testamentary executor has responded to the present demand.

Zenon Trudeau.

[Folder 33]

[Original in French]

To Mr Zenon Trudeau lieutenant colonel, Captain of the regiment located in Louisiana and commander in chief of the western portion of Illinois.

January 7, 1799.

In response to the request of Sanguinet and of your order this day, I have the honor to present to you in my capacity of testamentary executor, the last will and testament of André Roy that the bill the latter gave to August Lapommeray, his nephew who died on the 31st of August 1794, and which is the day after the date of his testament. This is found among the papers of said deceased. It is apparent that he has paid this or that he gave permission to make a gift of this. With the passing of time he may have had a change of ideas. Had he lived two more years after having consented to pay the bill he would have had to pay it the following spring. This would have happened if the said Lapommeray had returned from his winter residence the following spring, as is proven in the statement that appears in the records of the deceased.

André Roy, adding up to the sum of two hundred and fifty pounds in silver for some merchandise provided to him on the date of July thirty-one of 1795. Because the petitioner does not have any knowledge of the business of André Roy, directly or indirectly. May it please you to order that they should be named as arbiters so that all these problems can be solved definitely and with justice.

St. Louis, the 7th of January, 1799.

Signed Cerré

St. Louis January 12, 1799

The smallness of the inheritance of the late André Roy has been seen, and the amount that it would take for a prolonged and expensive trial, to determine the validity of the document in question. Therefore each person in question including Mr. Cerré will name who they trust to be the arbiters in case there is a trial, in accordance to the approval of the commander.

Zenon Trudeauux.

We, Gregoire Sarpy and Bernard Pratte, representing the person of Mr. Cerré, testamentary executor of the late André Roy, and Gregoire Sarpy representing Charles Sanguinet, procurator of August Lapomerais. We are assembled in the Government court room, to give our advice on the problems in regards the payment of the sum of 1200 pounds by the mentioned Charles Sanguinet for the inheritance of the late André Roy. We have examined all the papers that have been presented to us in proof of said business. We have all agreed in our opinion, that the note in question, having been found in the papers of the debtor are found owing to the said Lapomerais the sum of 256.00 pounds. This indicates that the note must have been paid and that it must be considered void and settled.

St. Louis June 11, 1799

Bernard Pratt Gregoire Sarpy

The parties agree to the arbitration of the tribunal, to reach a decision.
Zenon Trudeau

[Spanish]

On the same day I made this known to Carlos Sanguinet and Gabriel Cerré.

Zenon Trudeau

[Written on separate envelope]

Arbitration between Saunginet and Cerre

June 6, 1799

[Folder 34]

[Original in French]

To Zenon Trudeau, Civil and Military Commander of the Post and District of St. Louis and Governor of the western portion of Illinois.

Sir,

Charles Sanguinet, petitioner, has the honor to present to you with all due respect, that the known power of attorney of Mr. Augustin Lapomerage[Lapomerais], through an instrument presented to us on the eleventh day of this month of August of the present year, asks that the Misters Brevot and Jean Baptiste Monier, agents, who will appear before you to declare, having been witnesses to the settlement of the accounts of the late André Roy, marshal in St. Charles, have the knowledge that André Roy owes a sum to Augustine Lapomerage[Lapomerais], his nephew, coming in part from an amount that the said Lapomerage[Lapomerais] had entrusted to the late André Roy. He admitted that the note must be located among the papers of the said person, which should have been paid to Lapomerage[Lapomerais] after his travels on the Des Moines River, where he died. Mr. Lapomerage[Lapomerais], had entrusted money to his uncle and had stayed two years under his service, and could not have lost this sum. This sum was known to Misters Prevot and Monier and it was legitimately due to the late André Roy. Therefore the petitioner asks if after having been approved by the witnesses, this debt could not be paid to Lappomerage and that therefore justice will have been done.

Charles Sanguinet
St. Louis, October 2, 1799.

It is done as it has been requested. Z. Trudeau

In St. Louis of Illinois the nineteenth day of the month of September of the year one thousand seven hundred and ninety. I Zenon Trudeau, Lieutenant Governor of the western portion of Illinois, had appeared before me the undersigned witness Mr. Pierre Prévot, who read the request, and informed us that he recognizes the bill which he has signed in his hand, as the request of the late André Roy dit Landeroche, who states that his nephew Lapomerage[Lapomerais], who is absent; stating that he owes him the amount of 1200.00 pounds. This is all that he has to declare.

We sign agreeing that this is the truth.
Prevost. Manuel Gómez Moro Belliere

Zenon Trudeau.

On the same day and year, I, the mentioned lieutenant governor has before him Jean Baptiste Monier in the presence of the witnesses undersigned. After swearing the oath of truth, declared that in the month of August one thousand seven hundred and ninety four, there appeared in the house of Madame Rigauche, with the late André Roy, Mr. Pierre Prevot so that he could sign his will. At this time the late André Roy stated that he owed his nephew who was absent and whose name is Augustin Lapomerage[Lapomerais] the pledges of two winter seasons and some voyages

on the Mississippi. He desired that nothing should be lost or that it may prejudice his bastard children. He preferred to make a note for the sum of which he is the debtor. The note was made on the same day as the will but date one day apart.[three lines of the document are not translated.] the validity of this note which will appear in this document can be used in favor of the said nephew. He has knowledge of what has been declared and is a witness of the sale attested by his signature and by that of the lieutenant governor.

Jean Batiste Monier Manuel Gomez Moro [Name illegible] Belliere Zenon Trudeau

[Folder 35]

[Original in French]

Carlos Dehault Delassus. Lieutenant Governor of the Upper Louisiana.

Sir,

Mr. Charles Tayon, Captain and Commander of the post of St. Charles of Missouri, has the honor to inform you that he is the owner of a piece of land measuring ten square acres, on which there is arable good for the growth of sugar cane, which fell to him by lot, after the succession of Louis Batiste Dechamp, his father in law. The other portions he acquires from his brothers and sisters. This land was owned by Mr. Dechamp for about thirty three years. He acquired it from Mr. Chandelier, the first owner, who had acquired this according to the custom of the land from Mr. Nicolas and Mr. Williams. They had obtained this through concessions in these latitudes and by the signatures of acreage that they signed. Said land is surrounded by the boundaries of Mr. Lecompte and by the boundaries of Mr. Williams. In consequence and because this land is an old property, which at all times has been cultivated by the petitioner or by his family, they will have to comply with the old public regulations of this district, demanding that it will be given to Mr. Soulard land surveyor of this dependency. None of the undersigned will be given any titles until they are entirely in order. In this manner the petitioner will be able to enjoy his property until the time when the comptroller of this province will release the property title, which states that he reclaimed the old property.

St. Louis April 25, 1800.

Charles Tayon

St. Louis May 11, 1800.

The land surveyor of upper Louisiana, Mr. Antoine Soulard, will inform us of all the circumstances, which are required from him.

Charles Dehault Delassus.

From Antoine Soulard. St. Louis, September 15, 1800

In consequence of your decree, in which I had many occupations as demanded by his majesty, I have been impeded to respond. I must however inform you of the following:

Mr. Charles Tayon has never asked me for any official survey for the land that he reclaims, therefore there is the problem with Mr. Nicolas le Compte. This problem has existed for a long time, but today I receive the complaints of Mr. Williams (the name of many American immigrants), who has a piece of land that has been surveyed. He desires to receive a certificate from the surveyor. Because the land of said person is bordered with that of Mr. Nicholas and to that of Charles Tayon, it is surrounded with that which he reclaims, I cannot expedite anything until you are ready to order this.

To add to the information of this matter, enclosed is a more explicit plan regarding the diverse operations which are taking place under discussion.

We present to you the property title under the name of Nicolas le Compte. You will be so kind to accept the legality of this document and inform Zenon Trudeau of the matter

[This document continues with a detailed description that includes comments of the surveyor, with all the details of measurement, borders etc. I was not able to comprehend the intricate details of the measurements and did not translate them. Also includes a survey of land along the Missouri River by Antoine Soulard. Names included on this survey are Nicolas Lecompte, Regis Loisel, Joseph William, and Emilian Yosty. –Manfred Thurmann.]

St. Louis September 15, 1800

Ant. Soulard

[Folder 36]

[Original in Spanish]

I certify that a piece of land of three hundred forty-seven square acres was measured, had the borders marked, and had milestones placed on it in the presence of Joseph Brazeau, measured with the pole of the city of Lavis of that is eighteen royal feet in length, linear rulers from the same city, according to the agrarian measurements of the province which is situated twenty-five or thirty acres to the south of this villa, bordered on the west by the land of Dominio R., to the east by the Mississippi River, to the north by the lands of Antonio Soulard and Maria Nicol, and to the south by the land of various residents, whose names and measurements...[This document continues with a detailed description which includes comments of the surveyor, with all the details of measurement, borders etc. I was not able to comprehend the intricate details of the measurements and did not translate them. Also includes a survey (in Spanish) of land along the Mississippi River. Names included on this survey are Josef Brazeau, Antonio Soulard, and Maria Nicol. –Manfred Thurmann.]...St. Louis of Illinois August 21 of the year one thousand eight hundred and three.

Signed Antonio Soulard