SHERIFF'S SALES.

COMMERCIAL COURT OF NEW ORLEANS—No 4,521—United States of America vs. the President, Directors &c. of the Bank of the United States—By virtue of a writ of fieri facias to me directed in the above entitled cause, I will proceed to sell on Tuesday the 11th day of July, 1843, at the hour of nine o'clock A. M., at the Exchange, in the City Exchange, 58 Lafayette, in the city of New Orleans:

Such rights to be presented by me as will, without or at the sale of said day, and if not defeated or sold here or on said day, may thereafter be presented by me, from the 1st hour of 9 o'clock, A. M. till 2 P. M. at the same place and the following debts, claims, privileges and effects, with all and singular the lands, privileges, servitudes and rights whatsoever thereunto appertaining:

1. A judgment (No 5,924) rendered by the Commercial Court of New Orleans on the 11th March last, and amended and entered up on the 12th June, 1843, against Thomas Banks, in favor of W W Frazier and C Adams junior, receivers &c, for the sum of $47,957 73 with ten per cent per annum interest thereon from the 15th May 1840 till paid and costs of suit with privilege thereof on property per act before Jules Mossy, notary public, dated 16th May 1837; said judgment signed 17th of May 1843. The estate of T Banks is in bankruptcy in the United States Court and the proceeding thereon are referred to F B Conrad, assignee.

2. A judgment rendered by the Commercial Court of New Orleans on the 8th March last, and amended and entered up on the 10th June 1843, against Thomas Banks in favor of W W Frazier and C Adams junior, receivers &c, for the sum of $28,321 06 100 with ten per cent per annum interest thereon from 15th May 1840 till paid and costs of suit with privilege thereof on property per act before Jules Mossy, notary public, dated 16th May 1837; said judgment signed 13th of June 1843.

3. A judgment rendered by the Commercial Court of New Orleans on the 11th March last, and amended and entered up 10th June 1843 against Thomas Banks in favor of W W Frazier and C Adams junior, receivers &c, for the sum of $17,76 [illegible] with ten per cent per annum interest thereon from 15th May 1840 till paid and costs of suit with privileges therefor on property per act before Jules Mossy, notary public, dated 16th May 1837; said judgment signed 13th of June 1843.

4. A judgment rendered by the First Judicial District Court of the State of Louisiana, on the 8th November, 1840, and signed on the 21st of November, 1840, in the case of Thomas Duncan, Director of the Bank of the United States vs. Daniel T. Walker, No. 19,333, for the sum of twelve thousand dollars and interest per annum from date of delivery, with six thousand dollars, part thereof, from the 4th May, 1838, and on six thousand dollars, other part thereof, from the 3rd July 1838, at the same rate till paid, and costs of suit; said suit is further decreed that plaintiffs have a mortgage lien and privilege on the following property, to wit:

Two lots of ground situated in the suburb St. Mary in the city, in the square encompassed by New Levee, Commerce and New streets, designated as Nos. 63 and 65, or plan drawn by L. J. Pilié and Springbett, architects, and surveyed and delineated 26th March, 1838, lot No. 63 measuring 30 feet front on Rue street, by a depth of 76 feet 3 inches on the side line next to Girod street, and of the same measure on the side line next to New street, which separates it from lot No. 62 and joins lot No. 64; and lot No. 65 measuring 19 feet 8 inches and two lines on Commerce street, by a depth of 102 feet 8 inches on the side line next to Girod street, and of 100 feet 11 inches and two lines on the side line which separates it from lot No. 66 of said plan; together with the buildings, improvements, &c., and the spaces coloured yellow, in the plan of said lots, between numbers 63 and 65; and that said property be applicable, on execution, to payment of plaintiff's claim, without prejudice to plaintiff's right of execution in judgment creditor, Thomas Banks and D. T. Walker is in bankruptcy in the United States Court, and the proceedings therein are referred to W. Christy, assignee.

5. Five several promissory notes signed by Thomas Bibb for himself and Pamelia Bibb, Emily J. Pleasants, Robert T Bibb, James Bradley, Adeline Bradley, Archibald C Bibb, Julia Ann Bibb, Emily J Pleasants, Arthur M Hopkins, Eliza P. Hopkins, David P. Bibb, William D Bibb, jointly and severally, all dated New Orleans 24th June 1841, and payable as follows: at the Merchants' Bank of New Orleans, 1 for $4,163 45, on the 15th day of May 1842, fixed, and protested on the 18th day of May 1842—1 for $4,000 on the 15th of May 1843, fixed, and protested on that day for non-payment—1 for $7,147 37 on the 15th May 1843, fixed, and protested on that day for non-payment.

1 for $12,557 34—on the 15th May, 1844, fixed.
1 " 12,374 81 do 1845 do
1 " 13 526 01 do 1846 do
1 " 17,192 92 do 1847 do
1 " 17,923 19 do 1848 do
1 " 18,351 96 do 1849 do

All to the order of and endorsed by Martin Pleasants & Co. Secured by mortgage passed before H B Cenas, notary public, on the 24th June, 1841.

6. Seven several promissory notes signed by N. & J. Dick & Co., dated 26th August, 1837, payable to the order of W. W. Frazier, Esqr., Cashier, with ten per cent. per annum interest from the date thereof until paid, for the sums and on the payments as follows:

1 for $7,717 56—ten months after date.
1 for $7,717 56—eleven months after date.
1 for $7,717 56—twelve months after date.
1 for 7,717 56—eighteen months after date.
1 for 7,717 56—twenty months after date.
1 for 7,717 56—twenty-two months after date.
1 for 7,717 56—twenty months after date.

Upon which first mentioned note a payment was made on the 15th December, 1840, of $6,022 93; and upon all the interest has been paid up to the 15th December, 1840, leaving a balance due of the 15th December, 1840, on the seven notes of $42,600, after which time it was stipulated that the rate of interest should be six per cent. per annum, upon which said notes, after deducting a payment made on the 29th May, 1841, of $3,000, and on the 1st December, 1841, two payments for $3,092 and $4 000, a balance of principle and interest was found to be due on the 1st December, 1841, of $40,183 92; all which notes are secured to be paid by an act of mortgage passed before Jules Mossy, notary public, on the 8th September, 1837. The said mortgage was recorded and was entered on the 12th day of June, 1843, in the Commercial Court of New Orleans, in the suit No. — of the docket of said Court, W. W. Frazier and C. Adams, Jr., receivers, vs. N. & J. Dick & Co., and William James McLean, H. R. W. Hill, and James Dick, individually and as executors of Nathaniel Dick, deceased, and S. & J. Dick & Co., in solido, for $40,183 92, with interest thereon from the 4th of March, 1843, till paid, and costs of suit, with privilege and special mortgage on the property mentioned and described in the act of mortgage before Jules Mossy, notary public, of date of 8th September, 1837.

7. Two certain promissory notes signed by Thomas Hudnall, dated Livingston, Mississippi, February 1838, payable to the order of N & J Dick & Co, at the Bank of Louisiana in New Orleans, one for the sum of $28,569 01 100, payable on or before the 1st day of February, 1841, and the other for $30,412 [illegible] payable on or before the 1st February, 1842, protested for non-payment, which said notes are secured by a mortgage executed by said Thomas Hudnall and wife, to N & J Dick & Co, on 1,530 1/2 acres of land and ninety slaves, situated in the county of Madison, state of Mississippi, where said mortgage was recorded in the office of the Clerk of the Probate Court of said county, on the 28th March, 1838, a copy of which act is in the possession of the sheriff of the Commercial Court of New Orleans; and further to secure the payment of said notes and so called mortgage, there are mortgages given by George I. Douglass, dated New Orleans, December 9th, 1840, and payable to the order of the pre ident of the Merchants' Bank of New Orleans, a branch of the parent bank, directors and company of the Bank of the United States, chartered by the state of Pennsylvania, at the banking house of the said Merchants' Bank of New Orleans, for the sum of $9,525 each, and one for $9,000 respectively on the 1st day of February 1843, 1844, 1845, 1846, 1847, 1848 and 1849. The first of which said notes was presented for non-payment on the 4th February, 1843; and the second note, dated New Orleans, 9th December, 1840, for $9,525, payable on the first day of February, 1842, to the order of the President, Directors and Company of the Bank of the United States chartered by the state of Pennsylvania, at the banking house of the Merchants' Bank in the city of New Orleans, upon and accepted by Ward, Moffett & Co, payable at the Merchants' Bank, February 1, 1842, protested 3d February, 1842, upon which said draft a judgment was rendered by the Commercial Court of New Orleans, on the 27th April, 1843, in favor of W W Frazier and C Adams, Junior, receivers, &c, vs. George W Ward, Robert J. Ward, and Ward, Moffett & Co, in solido, for the sum of $9,525, with five per cent interest per annum from the 3d February, 1842, till paid, and for $20,369 01 100 and costs of suit. Upon which said notes of said Hudnall a judgment was obtained on the 9th June, 1843, in the Commercial Court of New Orleans, No 5,831, at the suit of W W Frazier and C Adams, Jun's, receivers, &c, against James Dick, William James McLean, and H R W Hill, in solido and under their partnership name of N & J Dick & Co, for $28,937 18, with five per cent per annum interest on $38,412 17 from the 4th February, 1842, till paid, and on $23,369 01 from the 4th February, 1842, till paid, and costs of suit.

8. Six several promissory notes signed by Richards and Wm B Nordfeet dated Livingston, February 11th 1838, payable to the order of H & T R Christmas and by them endorsed and also endorsed by N & J Dick & Co, in liquidation and payable at the Commercial Bank of New Orleans as follows:—

2 for $6,500 each on or before the 1st March, 1841.
1 " 12,557 34 do do 1842.
1 " 13,526 01 do do 1843.
1 " 17,192 92 do 1847 do
1 " 17,923 19 do 1848 do
1 " 18,351 96 do 1849 do

All to the order of and endorsed by Martin Pleasants & Co. Secured by mortgage passed before H B Cenas, notary public, on the 24th June, 1841.

6. Seven several promissory notes signed by N. & J. Dick & Co., dated 26th August, 1837, payable to the order of W. W. Frazier, Esqr., Cashier, with ten per cent. per annum interest from the date thereof until paid, for the sums and on the payments as follows:

1 for $7,717 56—ten months after date.
1 for $7,717 56—eleven months after date.
1 for $7,717 56—twelve months after date.
1 for 7,717 56—eighteen months after date.
1 for 7,717 56—twenty months after date.
1 for 7,717 56—twenty-two months after date.
1 for 7,717 56—twenty months after date.

Upon which first mentioned note a payment was made on the 15th December, 1840, of $6,022 93; and upon all the interest has been paid up to the 15th December, 1840, leaving a balance due of the 15th December, 1840, on the seven notes of $42,600, after which time it was stipulated that the rate of interest should be six per cent. per annum, upon which said notes, after deducting a payment made on the 29th May, 1841, of $3,000, and on the 1st December, 1841, two payments for $3,092 and $4 000, a balance of principle and interest was found to be due on the 1st December, 1841, of $40,183 92; all which notes are secured to be paid by an act of mortgage passed before Jules Mossy, notary public, on the 8th September, 1837. The said mortgage was recorded and was entered on the 12th day of June, 1843, in the Commercial Court of New Orleans, in the suit No. — of the docket of said Court, W. W. Frazier and C. Adams, Jr., receivers, vs. N. & J. Dick & Co., and William James McLean, H. R. W. Hill, and James Dick, individually and as executors of Nathaniel Dick, deceased, and S. & J. Dick & Co., in solido, for $40,183 92, with ten per cent per annum interest thereon from the 1st December, 1841, till paid, and costs of suit, with privilege and special mortgage on the property mentioned and described in the act of mortgage before Jules Mossy, notary public, of date of 8th September, 1837.

7. Two certain promissory notes signed by Thomas Hudnall, dated Livingston, Mississippi, February 1838, payable to the order of N & J Dick & Co, at the Bank of Louisiana in New Orleans, one for the sum of $28,569 01 100, payable on or before the 1st day of February, 1841, and the other for $30,412 [illegible] payable on or before the 1st February, 1842, protested for non-payment, which said notes are secured by a mortgage executed by said Thomas Hudnall and wife, to N & J Dick & Co, on 1,530 1/2 acres of land and ninety slaves, situated in the county of Madison, state of Mississippi, where said mortgage was recorded in the office of the Clerk of the Probate Court of said county, on the 28th March, 1838, a copy of which act is in the possession of the sheriff of the Commercial Court of New Orleans; and further to secure the payment of said notes and so called mortgage, there are mortgages given by George I. Douglass, dated New Orleans, December 9th, 1840, and payable to the order of the pre ident of the Merchants' Bank of New Orleans, a branch of the parent bank, directors and company of the Bank of the United States, chartered by the state of Pennsylvania, at the banking house of the said Merchants' Bank of New Orleans, for the sum of $9,525 each, and one for $9,000 respectively on the 1st day of February 1843, 1844, 1845, 1846, 1847, 1848 and 1849. The first of which said notes was presented for non-payment on the 4th February, 1843; and the second note, dated New Orleans, 9th December, 1840, for $9,525, payable on the first day of February, 1842, to the order of the President, Directors and Company of the Bank of the United States chartered by the state of Pennsylvania, at the banking house of the Merchants' Bank in the city of New Orleans, upon and accepted by Ward, Moffett & Co, payable at the Merchants' Bank, February 1, 1842, protested 3d February, 1842, upon which said draft a judgment was rendered by the Commercial Court of New Orleans, on the 27th April, 1843, in favor of W W Frazier and C Adams, Junior, receivers, &c, vs. George W Ward, Robert J. Ward, and Ward, Moffett & Co, in solido, for the sum of $9,525, with five per cent interest per annum from the 3d February, 1842, till paid, and for $20,369 01 100 and costs of suit. Upon which said notes of said Hudnall a judgment was obtained on the 9th June, 1843, in the Commercial Court of New Orleans, No 5,831, at the suit of W W Frazier and C Adams, Jun's, receivers, &c, against James Dick, William James McLean, and H R W Hill, in solido and under their partnership name of N & J Dick & Co, for $28,937 18, with five per cent per annum interest on $38,412 17 from the 4th February, 1842, till paid, and on $23,369 01 from the 4th February, 1842, till paid, and costs of suit.

8. Six several promissory notes signed by Richards and Wm B Nordfeet dated Livingston, February 11th 1838, payable to the order of H & T R Christmas and by them endorsed and also endorsed by N & J Dick & Co, in liquidation and payable at the Commercial Bank of New Orleans as follows:—

2 for $6,500 each on or before the 1st March, 1841.
2 " 12,557 34 do do 1842.
1 " 13,526 01 do do 1843.
1 " 17,192 92 do 1847 do
1 " 17,923 19 do 1848 do
1 " 18,351 96 do 1849 do

The first notes were presented for non-payment on the 4th March, 1841, and on these payments have been made, leaving a balance due on the 1st of November, 1841, of $8,000, for which amount a judgment was entered in the Commercial Court of New Orleans on the 7th day of January, 1843, in favor of W W Frazier and C Adams, Jr, receivers, vs James Dick, Wm James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, with five per cent per annum interest thereon from 1st November, 1841, till paid and costs of suit. The note for $13,000 payable on the 4th March, 1843, and protested, and on a judgment was entered in the Commercial Court of New Orleans on the 9th day of June, 1843, in favor of W W Frazier and C Adams jr, receivers, vs James Dick, William James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, for $13,000, with five percent interest thereon from the 4th of March, 1843, till paid, and seven dollars costs of protest and suit. All the said six notes are secured with another for $6,399 69 by a mortgage executed on the 11th day of February, 1838, by Richard Christmas and Mary his wife, and William B Nordfeet, to Henry Christmas and Thomas H Christmas, on 1,535 acres of land and about 80 negroes and their increase, and 32 head of mules and horses, and 12 head of cattle and the farming utensils, wagons and carts, and blacksmith's tools in or appurtenant with the plantation on the land and premises situate in the county of Madison, state of Mississippi, which said mortgage was recorded in the office of the clerk of the Probate Court of the said Madison county on the 29th day of February, 1840, a copy of which is in the possession of the sheriff of the Commercial Court of New Orleans. The endorsers are discharged on the two notes of $6,500 due 1st March, 1842, the said notes not being been presented at maturity.

9. A promissory note signed by Nicholas Bragell, dated New Orleans, 7th May, 1840, for the sum of $3,973 33, payable to the order of and endorsed by James Wheeler, payable at Jules Mossy's, notary public, and also endorsed by E. Salaun and F. Peschier, executors of R. Salaun's estate, protested for non-payment on the 10th May, 1843, secured by mortgage passed before Louis T. Cazier, notary, on the 21st May, 1840.

10. A promissory note signed by Wm. H. Avery, dated New Orleans, May 4th, 1839, payable on the 15th May, 1841, at Jules Mossy's, notary public, in favor of John G. Baldwin, and endorsed by him and by Willcox, Anderson & Co., for the sum of $6700, with interest thereon from date until paid, at the rate of eight per centum per annum, which is secured by mortgage passed before H. B. Cenas, notary public, 17th May, 1839.

11. Three several promissory Notes drawn by W. H. Haynes & Co., Harris & Co., and Harris & Co., dated 24 June, 1840, and payable on the 31st December, 1843, for the sum of two thousand three hundred and twenty-one 11-100 dollars, endorsed by Lyons, Harris & Co., and the two others endorsed in liquidation dated 17th February, 1843, one payable one year after date, for the sum of three hundred dollars, with interest at the rate of six per cent. per annum until paid; the other payable two years after date, for the sum of fifteen hundred dollars, with interest at the rate of six per cent. per annum until paid; both endorsed as above.

12. A bill of exchange drawn by Lyons, Harris & Co., payable to the order of the President, Directors and Company of the Bank of United States, dated 19th of May, 1838, at two years, for

Same favor of the same, at 3 years,	$2,000	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	4,000	

The said notes protested for non-payment, and payable at the Merchants' Bank of New Orleans, 1 for $2,557 34—on the 15th May, 1844, fixed.

1 "	12,374 81	do	1845 do
1 "	13 526 01	do	1846 do
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All to the order of and endorsed by Martin Pleasants & Co. Secured by mortgage passed before H B Cenas, notary public, on the 24th June, 1841.

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The first notes were presented for non-payment on the 4th March, 1841, and on these payments have been made, leaving a balance due on the 1st of November, 1841, of $8,000, for which amount a judgment was entered in the Commercial Court of New Orleans on the 7th day of January, 1843, in favor of W W Frazier and C Adams, Jr, receivers, vs James Dick, Wm James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, with five per cent per annum interest thereon from 1st November, 1841, till paid and costs of suit. The note for $13,000 payable on the 4th March, 1843, and protested, and on a judgment was entered in the Commercial Court of New Orleans on the 9th day of June, 1843, in favor of W W Frazier and C Adams jr, receivers, vs James Dick, William James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, for $13,000, with five percent interest thereon from the 4th of March, 1843, till paid, and seven dollars costs of protest and suit. All the said six notes are secured with another for $6,399 69 by a mortgage executed on the 11th day of February, 1838, by Richard Christmas and Mary his wife, and William B Nordfeet, to Henry Christmas and Thomas H Christmas, on 1,535 acres of land and about 80 negroes and their increase, and 32 head of mules and horses, and 12 head of cattle and the farming utensils, wagons and carts, and blacksmith's tools in or appurtenant with the plantation on the land and premises situate in the county of Madison, state of Mississippi, which said mortgage was recorded in the office of the clerk of the Probate Court of the said Madison county on the 29th day of February, 1840, a copy of which is in the possession of the sheriff of the Commercial Court of New Orleans. The endorsers are discharged on the two notes of $6,500 due 1st March, 1842, the said notes not being been presented at maturity.

9. A promissory note signed by Nicholas Bragell, dated New Orleans, 7th May, 1840, for the sum of $3,973 33, payable to the order of and endorsed by James Wheeler, payable at Jules Mossy's, notary public, and also endorsed by E. Salaun and F. Peschier, executors of R. Salaun's estate, protested for non-payment on the 10th May, 1843, secured by mortgage passed before Louis T. Cazier, notary, on the 21st May, 1840.

10. A promissory note signed by Wm. H. Avery, dated New Orleans, May 4th, 1839, payable on the 15th May, 1841, at Jules Mossy's, notary public, in favor of John G. Baldwin, and endorsed by him and by Willcox, Anderson & Co., for the sum of $6700, with interest thereon from date until paid, at the rate of eight per centum per annum, which is secured by mortgage passed before H. B. Cenas, notary public, 17th May, 1839.

11. Three several promissory Notes drawn by W. H. Haynes & Co., Harris & Co., and Harris & Co., dated 24 June, 1840, and payable on the 31st December, 1843, for the sum of two thousand three hundred and twenty-one 11-100 dollars, endorsed by Lyons, Harris & Co., and the two others endorsed in liquidation dated 17th February, 1843, one payable one year after date, for the sum of three hundred dollars, with interest at the rate of six per cent. per annum until paid; the other payable two years after date, for the sum of fifteen hundred dollars, with interest at the rate of six per cent. per annum until paid; both endorsed as above.

12. A bill of exchange drawn by Lyons, Harris & Co., payable to the order of the President, Directors and Company of the Bank of United States, dated 19th of May, 1838, at two years, for

Same favor of the same, at 3 years,	$2,000	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	4,000	

The said notes protested for non-payment, and payable at the Merchants' Bank of New Orleans, 1 for $2,557 34—on the 15th May, 1844, fixed.

1 "	12,374 81	do	1845 do
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6. Seven several promissory notes signed by N. & J. Dick & Co., dated 26th August, 1837, payable to the order of W. W. Frazier, Esqr., Cashier, with ten per cent. per annum interest from the date thereof until paid, for the sums and on the payments as follows:

1 for $7,717 56—ten months after date.
1 for $7,717 56—eleven months after date.
1 for $7,717 56—twelve months after date.
1 for 7,717 56—eighteen months after date.
1 for 7,717 56—twenty months after date.
1 for 7,717 56—twenty-two months after date.
1 for 7,717 56—twenty months after date.

Upon which first mentioned note a payment was made on the 15th December, 1840, of $6,022 93; and upon all the interest has been paid up to the 15th December, 1840, leaving a balance due of the 15th December, 1840, on the seven notes of $42,600, after which time it was stipulated that the rate of interest should be six per cent. per annum, upon which said notes, after deducting a payment made on the 29th May, 1841, of $3,000, and on the 1st December, 1841, two payments for $3,092 and $4 000, a balance of principle and interest was found to be due on the 1st December, 1841, of $40,183 92; all which notes are secured to be paid by an act of mortgage passed before Jules Mossy, notary public, on the 8th September, 1837. The said mortgage was recorded and was entered on the 12th day of June, 1843, in the Commercial Court of New Orleans, in the suit No. — of the docket of said Court, W. W. Frazier and C. Adams, Jr., receivers, vs. N. & J. Dick & Co., and William James McLean, H. R. W. Hill, and James Dick, individually and as executors of Nathaniel Dick, deceased, and S. & J. Dick & Co., in solido, for $40,183 92, with ten per cent per annum interest thereon from the 1st December, 1841, till paid, and costs of suit, with privilege and special mortgage on the property mentioned and described in the act of mortgage before Jules Mossy, notary public, of date of 8th September, 1837.

7. Two certain promissory notes signed by Thomas Hudnall, dated Livingston, Mississippi, February 1838, payable to the order of N & J Dick & Co, at the Bank of Louisiana in New Orleans, one for the sum of $28,569 01 100, payable on or before the 1st day of February, 1841, and the other for $30,412 [illegible] payable on or before the 1st February, 1842, protested for non-payment, which said notes are secured by a mortgage executed by said Thomas Hudnall and wife, to N & J Dick & Co, on 1,530 1/2 acres of land and ninety slaves, situated in the county of Madison, state of Mississippi, where said mortgage was recorded in the office of the Clerk of the Probate Court of said county, on the 28th March, 1838, a copy of which act is in the possession of the sheriff of the Commercial Court of New Orleans; and further to secure the payment of said notes and so called mortgage, there are mortgages given by George I. Douglass, dated New Orleans, December 9th, 1840, and payable to the order of the pre ident of the Merchants' Bank of New Orleans, a branch of the parent bank, directors and company of the Bank of the United States, chartered by the state of Pennsylvania, at the banking house of the Merchants' Bank of New Orleans, for the sum of $9,525 each, and one for $9,000 respectively on the 1st day of February 1843, 1844, 1845, 1846, 1847, 1848 and 1849. The first of which said notes was presented for non-payment on the 4th February, 1843; and the second note, dated New Orleans, 9th December, 1840, for $9,525, payable on the first day of February, 1842, to the order of the President, Directors and Company of the Bank of the United States chartered by the state of Pennsylvania, at the banking house of the Merchants' Bank in the city of New Orleans, upon and accepted by Ward, Moffett & Co, payable at the Merchants' Bank, February 1, 1842, protested 3d February, 1842, upon which said draft a judgment was rendered by the Commercial Court of New Orleans, on the 27th April, 1843, in favor of W W Frazier and C Adams, Junior, receivers, &c, vs. George W Ward, Robert J. Ward, and Ward, Moffett & Co, in solido, for the sum of $9,525, with five per cent interest per annum from the 3d February, 1842, till paid, and for $20,369 01 100 and costs of suit. Upon which said notes of said Hudnall a judgment was obtained on the 9th June, 1843, in the Commercial Court of New Orleans, No 5,831, at the suit of W W Frazier and C Adams, Jun's, receivers, &c, against James Dick, William James McLean, and H R W Hill, in solido and under their partnership name of N & J Dick & Co, for $28,937 18, with five per cent per annum interest on $38,412 17 from the 4th February, 1842, till paid, and on $23,369 01 from the 4th February, 1842, till paid, and costs of suit.

8. Six several promissory notes signed by Richards and Wm B Nordfeet dated Livingston, February 11th 1838, payable to the order of H & T R Christmas and by them endorsed and also endorsed by N & J Dick & Co, in liquidation and payable at the Commercial Bank of New Orleans as follows:—

2 for $6,500 each on or before the 1st March, 1841.
2 " 12,557 34 do do 1842.
1 " 13,526 01 do do 1843.
1 " 17,192 92 do 1847 do
1 " 17,923 19 do 1848 do
1 " 18,351 96 do 1849 do

The first notes were presented for non-payment on the 4th March, 1841, and on these payments have been made, leaving a balance due on the 1st of November, 1841, of $8,000, for which amount a judgment was entered in the Commercial Court of New Orleans on the 7th day of January, 1843, in favor of W W Frazier and C Adams, Jr, receivers, vs James Dick, Wm James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, with five per cent per annum interest thereon from 1st November, 1841, till paid and costs of suit. The note for $13,000 payable on the 4th March, 1843, and protested, and on a judgment was entered in the Commercial Court of New Orleans on the 9th day of June, 1843, in favor of W W Frazier and C Adams jr, receivers, vs James Dick, William James McLean and H R W Hill, in solido and as members of the firm of N & J Dick & Co, for $13,000, with five percent interest thereon from the 4th of March, 1843, till paid, and seven dollars costs of protest and suit. All the said six notes are secured with another for $6,399 69 by a mortgage executed on the 11th day of February, 1838, by Richard Christmas and Mary his wife, and William B Nordfeet, to Henry Christmas and Thomas H Christmas, on 1,535 acres of land and about 80 negroes and their increase, and 32 head of mules and horses, and 12 head of cattle and the farming utensils, wagons and carts, and blacksmith's tools in or appurtenant with the plantation on the land and premises situate in the county of Madison, state of Mississippi, which said mortgage was recorded in the office of the clerk of the Probate Court of the said Madison county on the 29th day of February, 1840, a copy of which is in the possession of the sheriff of the Commercial Court of New Orleans. The endorsers are discharged on the two notes of $6,500 due 1st March, 1842, the said notes not being been presented at maturity.

9. A promissory note signed by Nicholas Bragell, dated New Orleans, 7th May, 1840, for the sum of $3,973 33, payable to the order of and endorsed by James Wheeler, payable at Jules Mossy's, notary public, and also endorsed by E. Salaun and F. Peschier, executors of R. Salaun's estate, protested for non-payment on the 10th May, 1843, secured by mortgage passed before Louis T. Cazier, notary, on the 21st May, 1840.

10. A promissory note signed by Wm. H. Avery, dated New Orleans, May 4th, 1839, payable on the 15th May, 1841, at Jules Mossy's, notary public, in favor of John G. Baldwin, and endorsed by him and by Willcox, Anderson & Co., for the sum of $6700, with interest thereon from date until paid, at the rate of eight per centum per annum, which is secured by mortgage passed before H. B. Cenas, notary public, 17th May, 1839.

11. Three several promissory Notes drawn by W. H. Haynes & Co., Harris & Co., and Harris & Co., dated 24 June, 1840, and payable on the 31st December, 1843, for the sum of two thousand three hundred and twenty-one 11-100 dollars, endorsed by Lyons, Harris & Co., and the two others endorsed in liquidation dated 17th February, 1843, one payable one year after date, for the sum of three hundred dollars, with interest at the rate of six per cent. per annum until paid; the other payable two years after date, for the sum of fifteen hundred dollars, with interest at the rate of six per cent. per annum until paid; both endorsed as above.

12. A bill of exchange drawn by Lyons, Harris & Co., payable to the order of the President, Directors and Company of the Bank of United States, dated 19th of May, 1838, at two years, for

Same favor of the same, at 3 years,	$2,000	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	12,500	
Same favor of the same, at 3 years,	4,000	

The said notes protested for non-payment, and payable at the Merchants' Bank of New Orleans, 1 for $2,557 34—on the 15th May, 1844, fixed.

1 "	12,374 81	do	1845 do
1 "	13 526 01	do	1846 do
1 "	17,192 92	do	1847 do
1 "	17,923 19	do	1848 do
1 "	18,351 96	do	1849 do

All to the order of and endorsed by Martin Pleasants & Co. Secured by mortgage passed before H B Cenas, notary public, on the 24th June, 1841.

6. Seven several promissory notes signed by N. & J. Dick & Co., dated 26th August, 1837, payable to the order of W. W. Frazier, Esqr., Cashier, with ten per cent. per annum interest from the date thereof until paid, for the sums and on the payments as follows:

1 for $7,717 56—ten months after date.
1 for $7,717 56—eleven months after date.
1 for $7,717 56—twelve months after date.
1 for 7,717 56—eighteen months after date.
1 for 7,717 56—twenty months after date.
1 for 7,717 56—twenty-two months after date.
1 for 7,717 56—twenty months after date.

Upon which first mentioned note a payment was made on the 15th December, 1840, of $6,022 93; and upon all the interest has been paid up to the 15th December, 1840, leaving a balance due of the 15th December, 1840, on the seven notes of $42,600, after which time it was stipulated that the rate of interest should be six per cent. per annum, upon which said notes, after deducting a payment made on the 29th May, 1841, of $3,000, and on the 1st December, 1841, two payments for $3,092 and $4 000, a balance of principle and interest was found to be due on the 1st December, 1841, of $40,183 92; all which notes are secured to be paid by an act of mortgage passed before Jules Mossy, notary public, on the 8th September, 1837. The said mortgage was recorded and was entered on the 12th day of June, 1843, in the Commercial Court of New Orleans, in the suit No. — of the docket of said Court, W. W. Frazier and C. Adams, Jr., receivers, vs. N. & J. Dick & Co., and William James McLean, H. R. W. Hill, and James Dick, individually and as executors of Nathaniel Dick, deceased, and S. & J. Dick & Co., in solido, for $40,183 92, with ten per cent per annum interest thereon from the 1st December, 1841, till paid, and costs of suit, with privilege and special mortgage on the property mentioned and described in the act of mortgage before Jules Mossy, notary public, of date of 8th September, 1837.

7. Two certain promissory notes signed by Thomas Hudnall, dated Livingston, Mississippi, February 1838, payable to the order of N & J Dick & Co, at the Bank of Louisiana in New Orleans, one for the sum of $28,569 01 100, payable on or before the 1st day of February, 1841, and the other for $30,412 [illegible] pay