

Document #1770-11-27-01 – *Negras Libres*, Property Owners of this City

K4BL Abstract: Two free Black women, Genoveva Junon and Maria Juana, arbitrate the sale and possession of legal title to a plot of land, inclusive of thirty feet of building frontage on which merchant stalls can be placed, on *Calle del Arsenal de las Ursulinas* (St. Ursulines Ave.) in the French Quarter. This document gives us insight into the merging of French and Spanish property laws in colonial Louisiana under Spanish dominion, as well as the rights of free people of color under that law.

<https://www.lacolonialdocs.org/document/13967>

LHC Card:

Doc. No.

Box 25.

File #10806.)

Nov. 27, 1770.)

P. 97309-97311.)

LHC Abstract: SALE, REAL PROPERTY. Genoveva Junon to Maria Juana negress.

Metadata:

Record ID - 326

Document ID - d0326

Filing Date - 1770-11-27

Full Index # - 1770-11-27-01

Doc Type - Notarial Acts, Sale of Property, Immovable

Origin - New Orleans, Province of Louisiana

Language - Spanish

Location - Louisiana Historical Center

Source - Spanish Judiciary

LHQ - Vol.6 #3, 00/1923, pg.535

Names: Black - Maria Juana; Junon, Genoveva

Names: White - Goudeau, François; Gaudeau, François; Goudeau, Francisco; Rouissoux, Joseph;
Rouissoux, *Don* Joseph des; Liotau, Louïs; Liotau, Don Luís; Molinez, Don Salomon; Garic,
Juan Baptista; Garic, Jean-Baptiste; Forstall, Nicholas

Names: Native - n/a

Keywords - free people of color, income, law, legalism, payment, sale, womanhood, work

Doc Selector - Kaillee Coleman

Bias Set Reviewer - Leila Blackbird

Doc Transcribers - Christina Villarreal, Leila Blackbird

Doc Translators - Leila Blackbird, Akosa Obianwu

Editor(s) - Leila Blackbird, Guadalupe García, Jennifer Spear

Transcription (Spanish, diplomatic)	Translation (English, modern)
[folio 19 recto] [digital 2]	[page #1] [digital 2]
[Marginalia:]	[Marginal note:]
27 no^bre 1770	27 November 1770
Venta	Sale
Genoveva	[by] Genoveva
Junon	Junon
a	to
Maria Juana	Maria Juana,
Negra	<i>Negra</i>
[Rubrica, Garic]	[Rubric, Garic]
(10806.)	(10806)
[Cuerpo:]	[Body:]
(97309.) 19	(97309) 19
En La ciudad del Nubo Orleans y noviembre veinte y siete de mil setecientos y setenta ans ante mi Escribano P. ^o porcuid Genoveva Junon negra Libre vecina de esta ciudad quien dijo que ottorga que y da en venta real para Siempre Y mas a maria Juana negra libre vezina tambien de Esta ciudad y a quien Sus derechos representare treinta pies de un Solar ⁱ de frente Sobre el fondo que puede tener puestos en la calle de S. ^{ta} Ursula Lindada de un	In the City of New Orleans on November twenty-seven, seventeen-hundred and seventy, before the notary public for the city, Genoveva Junon, <i>negra libre</i> , homeowner of this city, I state that I grant that which is to be sold in perpetuity to Maria Juana, <i>negra libre</i> and also homeowner of this city, and to whom rights are drawn-out, [for] thirty feet of

La So de la ottorgante y del otro alterreno de la sucession del difunto D.ⁿ Joseph des Ruissoux conto=
 =dos Susezos costumbres y Servidumbres y todo lo demas que le pertenece puede pertenecer de fecho y de derecho Libre de tributo memoria hipoteca ni otra cargo Senorio ni obligacion Special ni Général y portal Se Da assegura por precio de cinquenta pes=
 =sos fuertes de la qual cantidad Se me ha pagado_ veinte y cinco pessos de contado, y Las veinte y cinco restantes deudan pagar Se meal veinte y Siete de No.^{bre} mil Setecientos y Setenta y uno de que Se Satisface y da por entregado de Los veinte y cinco pessos y aununcio a Las Leyes De La non numerata pecunia nia intrega ã prueba y ottorga recivo in forma y declara que el Justto ivalor del dicho__ Solar son las dichas cinquenta pessos y del que mas puede tener en qual^{al}quiera forma y cantidad Le hazza gracia y donacion peuro perfecto y'a eabado a la dhal cumprodora intervivos con intimación y Renuncia La Ley del ordenamien^{to} real fecha Las cortas de alcal[a]

un solar of building frontage on which can be placed stalls on St. Ursuline Ave., bordered on one side by the granter [Junon] and on the other land [belonging] to the succession of the deceased *Don* Joseph des Rouissoux, with all its mores and easements and everything else that belongs to it, to hold *de facto* and *de jure*, free of estate tax, *hypothèque*ⁱⁱ or other seigneurial charge, nor special or general obligation, and [that] portability is assured for the price of fifty *pesos fuertes* [or one *real de a ocho*], of which amount I have been paid twenty-five *pesos* in cash, and the twenty-five remaining [*pesos*] debt will be paid to me on the twenty-seventh of November seventeen-hundred and seventy-one, by which is satisfied, with the committed twenty-five *pesos*, and I make notice, [according] to the non-numerary pecuniary laws [of succession], proof of surrender, and grant receipt in [customary] form, and declare that the just value of the *solar* is the said fifty *pesos*, of which [obligations] are contracted regardless of form and quantity, as it pleases the aforesaid buyer, and [is] placed into living trust [for any legitimate beneficiaries] with [quitclaim] deed of surrender

<p>—[Rubrica, Forstall]—</p> <p>[f. 19 verso] [dig.3]</p> <p>[Marginalia:]</p> <p>(97310.)</p> <p>[Cuerpo:]</p> <p>de honores y los quatro ans para repetir el ingreso y Las demas Leyes que con ella concuerdan y desde oy de adelante La otoro ante Sede Supoderdesiste y aparte de la accion propiedad Senoris y posse= sseion titulo vosy recurso y otro qualquiera derecho que Le pertenesea al dhõ solar y todo illo Locedo anuncia y traspasa en la dhã Maria Juana comprador y en quin sucediere en su derechos para que como propia Suya La possé goze cambié y Enagene a Su voluntad como dueño del solar dor Sin dependencia alguna y Le da poder el que le se quiere Constituyendo la en Su Lugar mismõ y en Su fielo y causa propia para que por Su autoridad ô judicialen^{te} y a pretenda possession y tenencia del dhõ Solar y Se obliga a la evicion seguridad</p>	<p>according to the law [as set forth under] the Royal Ordinance of <i>Alcalá</i></p> <p>—[Rubric, Forstall]—</p> <p>[p. #2] [dig.3]</p> <p>[Marginal note:]</p> <p>(97310)</p> <p>[Body:]</p> <p><i>de Henares</i>, and four years recurring revenue, and other statutes which with she is accorded, and that from today forward [she] is granted under her power, [that which I] abandon claim [to], apart from [this] senior ownership action [<i>hypothèque</i>], possession [of] title, recourse, and any other rights that pertain to the aforementioned plot, and I cede everything, proclaim and transfer in the [name of] the aforesaid Maria Juana, buyer, to whom shall succeed rights so that she can as her own enjoy, exchange, and dispose of at will as owner of the development, without any dependency, and on her power as she wants constituted there in her same place, in faith and proper cause by her authority or judgment, and claim possession and tenure of the said plot, is obliged to security inspection</p>
--	--

y saneamiento de esta venta en tal manera
que de qualquera plieto debate o distrerencia que
Sobre ella fuere movido los Seguirá y destendza
a Sus costas hasta de jarle en queta possession__
osino Le Bolvere Los dhos cinquenta pessos Las
Labores
y aumentos que ubiera echos Sobre dhô Solar, y el
mas
valor adquirido con el tiempo y Los daños y
costas
que Se Le Siquieren y quiere que Se Le execute
consolo
Su Juramento en que Lo difiere y haviendo
tambien
paresido maria Juana cumpradora quz ha Sido
presente a todo lo dicho dijo que accepto esta
Escritura e todo ê portodo ê segun y como Se ha
referido y recibe en esta venta el dhô Solar én
Cuya
propiedad y possession Le da por entregrada a

—[Rubrica, Forstall]—

[f. 20r] [dig.4]

[Marginalia:]

(97311.)

[Cuerpo:]

and sanitation of this purchase in such a manner
that any plight, complaint, or disturbance that
arises over it be actuated,
easing her costs until it [the property] leaves her
possession,
or else she shall return the aforementioned fifty
pesos, [and] the [costs of any] labor
and improvements that had been completed on the
aforementioned *solar*, and the increase [in]
value [which has] appreciated over time, as well as
[any] damages and costs
that follow [from] it, and [she] wants that it is
executed with only
her oath, to which she defers, and having also
appeared Maria Juana, buyer, that has been
present to all [that has been] said, [she] has said
that she accepts this
deed in full in accordance with how it [has been]
related and received in the sale of the said *solar* on
whose ownership and possession [she] deems
delivered to

—[Rubric, Forstall]—

[p. #3] [dig.4]

[Marginal note:]

(97311)

[Body:]

Su voluntad, y anuncio las Leyes De La Entrega
 ê prueba ê por esta Se obliga de pagar a La dhâ
 attorgante Los viente y cinco pessos restantes en
 el plazo assignado, y por la firmesa de esta
 escritura ambas partes por Lo que a cada una
 le toca obligan sus personas y bienes avisos y
 por Saver, y La cumpradora obliga specialm.^{te}
 dhô Solar. Sin que La obligacion gral perjudi=
 =que a La Especial ni La una a la otra, Sin que
 pueda Ser vendido Primero que no Se accabe y
 finalize el pagamiento, y dan poder a Las ____
 Justicias para que Los apremian cumplim.^{to}
 de Esta cada uno por lo que le toca, como Si fuera
 Sentencia definitiva de Sus competente pasada
 en coza Jugada y por ellas consentido, y
 renuncian
 Las Leyes de Su favory La Grâl en forma Entesti=
 =monio de que ottorgan la presentte Siendo
 testigo
 D.ⁿ Fran.^{co} Goudeau D.ⁿ Luis Liotau D.ⁿ
 Salomon=
 =molinez, vezinos de esta ciudad, y no Saviendo
 Las partes firmar La hizieron por Genoveva
 Junan, D.ⁿ Fran.^{co} Goudeau unos de los testigos y
 por maria Juana D.ⁿ Luis liotau otro testigos de
 que yo Es.^{no} doy feé que conosco ____

her will, and announces by the Laws of Surrender
 evidence that she is obliged to pay the aforesaid
 guarantor the remaining twenty-five *pesos* within
 the assigned time limit, and by the signature of this
 deed, both parties, as far as each are concerned,
 bind their persons and assets,
 as they acknowledge, and the buyer specifically is
 obliged the aforementioned plot of land [*solar*]
 without the general obligation [bond] being
 prejudiced
 by the special assessment [bond], or one to the
 other, without which the sale cannot be made.
 Firstly, [in that if] the payment is not completed
 and finalized, [thus] they [would] empower the
 judges so that they may compel compliance [and
 fulfillment]
 of this, each of their part, as it were,
 definitive of their competent judgment in past
 adjudicated matters, and by them are consented,
 and renounce [quitclaim]
 [according to] the Laws of Favor, and [in] the
 general form, in which testimony they grant [all
 of] the proceedings, before the witnesses named
Don Francisco Goudeau, *Don* Luís Liotau, and
Don Salomon
 Molinez, homeowners in this city, and [whom]
 have no prior knowledge of either party. [It has
 been] done and concluded by Genoveva Junon,
Don Francisco Goudeau, two of the witnesses, and
 by Maria Juana, *Don* Luis Liotau, [and] the other
 witness of whom I, the public notary, attest and
 recognize.

<p>Por Genoveva Junon, [Firmado:] Fran.^{co} Goudeau</p>	<p>For Genoveva Junon, [Signed:] Francisco Goudeau</p>
<p>Por maria Juana [Firmado:] Louis Liotau [Rubrica, Liotau]</p>	<p>For Maria Juana, [Signed:] Louis Liotau [Rubric, Liotau]</p>
<p>[f. 20v] [dig.5]</p>	<p>[p. #4] [dig.5]</p>
<p>[en blanco]</p>	<p>[blank]</p>

Please note that what appear to be typos (missing spaces, abbreviations, misspellings, strikeouts, superscript) appear in the original manuscript, but are corrected in the more modernized translation. For more on our editorial practices see <https://docs.k4bl.org/bestpractices>.

i. A *solar* is the Spanish colonial term for an allotment of land that has not yet been built upon. The expectation was that the lot would be built or improved upon, and was usually a condition of rental or sale. If construction did not take place within a specific period of time the owner could lose their rights to the *solar*. The term evolved in Cuba to also mean a “shantytown” dwelling, usually within an urban place.

ii. Under the French colonial system of property law, an *hypothèque* was a debt instrument which allowed the owner of a property to collateralize their assets in order to secure a loan. While similar to an English mortgage, the *hypothèque* remained legally distinct. The title of collateral of the *hypothèque* belonged to the borrower, not to the lender, and *liens* were placed solely on *biens immeubles*, or immovable property. Accordingly, enslaved people were classified as *biens meubles*, or movable property, and could not be seized from an enslaver for defaulting on the *hypothèque* agreement. For more on this system, see Gregory Smaldone, "Don't Call it a Mortgage: The Perils of Translation in Early Modern Economy," *Age of Revolutions* (October 9, 2023), and in French Louisiana specifically, Vernon Palmer, “The Origins and Authors of the Code Noir,” *Louisiana Law Review* 56, no. 2 (Winter 1996): 363-407.