

parish of Terre-Bonne. } In pursuance of an order of the Hon. the judge
State of Louisiana. } of the Court of probates held in and for the
parish of Terre-Bonne, personally appeared before
me the undersigned justice of the peace in and for said parish, this
day, the 6th December 1827 at 10 o'clock a.m. Brigitte Belanger
widow of Henry S. Thibodaux representing Clairborne Thibodaux,
and Bannon Thibodaux and also in her own right, the said minors
being above the age of puberty, Leandre B. Thibodaux, Aubin B.
Thibodaux, Eugénie Thibodaux and her husband J^h P. Bourgeois,
St. Michel Thibodaux, Emilie Thibodaux, Elmire Thibodaux, and
her husband Evariste Poche, and Leufroy Barras husband of Emilie
Thibodaux and children above the age of majority legal heirs and
representatives of H. S. Thibodaux dec^d. and Samuel Lanner
as being curator ad lites to the aforementioned minors, who after
due deliberation do hereby agree as follows, to wit:

1st That Brigitte Belanger widow of H. S. Thibodaux dec^d
shall take the whole of the property at the price of the Estimation. =

2^d That the said Brigitte Belanger shall also take the whole
of the debts due to the succession and collect the same. = but any debt
or portion thereof which from any cause whatever cannot be recovered,
shall be considered as a loss to be borne by said succession in which each
heir must bear his part. =

3^d That the said Brigitte Thibodaux binds herself to pay all
the debts due by the said succession - and for that purpose and in or-
der to enable her more effectually to carry this article in execution, the
said heirs and representatives do agree that she shall be allowed, the
space of four years in order to pay the said debts during which time
the said heirs shall not have the right to call on her for the payment
of any portion of what may be due to them in the succession of the
said H. S. Thibodaux, and after the said debts are all paid, the
said heirs and representatives agree to allow the said Brigitte
Thibodaux sufficient time to make and dispose of one crop on
the plantation where she now resides before she can be compelled
to pay the said heirs any portion of their claims. = And the said
Brigitte Belanger, agrees then, to pay the said heirs who may then
be of age, pro rata according to the portions which may be coming to

each of them, out of the revenues of the said plantation after deducting the reasonable expenses thereof, and of herself and minor children and also any property she may be enabled to sell at the price of the estimation or more, until they are all paid, but the said **Brigitte Belanger** not to be liable to pay any one year more than the amount of the said revenues (after deducting expenses as aforesaid,) and the proceeds of such property as she may be able to sell as aforesaid. That all such portion of the debt as may remain due to the heirs after the payment made to them out of the fifth cross, shall carry an interest of ten per cent per annum till paid.

4th That if any titles of land included in the inventory should be found defective, or if the land should be found deficient in quantity as estimated, and the succession should thereby sustain any loss - such loss shall be borne by all the heirs generally, and if the said land should be found to exceed the quantity estimated, the gain made thereby is to be equally divided among the heirs according to their respective portions. =

5th That in all debts due to the succession, or due by the succession, which carry interest or on which interest may be decreed to pay, the said interest shall accrue to the benefit of all the heirs, or the loss be borne by all according as the case may be. =

6th That in all suits which may be instituted, by the succession or against it, the expenses thereof shall be borne by all the heirs generally provided that no suit be instituted or defended by the said **Brigitte Belanger** without first obtaining the consent of a majority of the heirs. Otherwise the expense must be borne by her alone; and the individuals above mentioned, to wit. = **Brigitte Belanger** widow of **A. S. Thibodaux** representing **Chai borne Thibodaux** and **Bannon Thibodaux** and also in her own right, the said minors being above the age of puberty, **Leandre B. Thibodaux**, **Aubin B. Thibodaux**, **Luzenie Thibodaux** and her husband **J. P. Bourgeois**, **M. M. Thibodaux**, **Emilie Thibodaux** and her husband **Leufroy Barras**, **Amire Thibodaux** and her husband **Lucas Porche**, and **Samuel Lanner** as being curator ad lites to the aforesaid minors, after being duly sworn to deliberate and decide according to the best of their knowledge for the interests of the minors **Chai borne** and **Bannon Thibodaux** do agree on their own right and as relations,

and friends of said minors that the above terms of sale and adjudication be adopted and that the Widow take the property of the succession in the manner and subject to the conditions above specified. =

(Signed) **Brigite Shibodaux** + her mark in her own right and as executrix of **Chiborne and Cannon Shibodaux**. =

H. M. Shibodaux. = **Aubin B. Shibodaux**. = **L. B. Shibodaux**. =

Emilie Barras. = **C. Porche**. = **Elmire Shibodaux**. = **Leufroy Barras**. =

Lugenie Bourgeois. = **J. P. Bourgeois** + his mark. =

Samuel Canner Curator ad lites = **James Porter** (friend of the family)

The above signed in presence of **Joseph Delaporte** and **Joseph S. Darré** witnesses here present and signing with me the undersigned Justice of the peace. = parish of **terre-bonne**, this 6th day of December 1827. =

(Signed) **J. G. Moore** Justice of the peace for the parish of **terre-bonne**. = **J^e Delaporte**. = **Joseph Darré**. =

I certify the foregoing to be a true copy drawn from the original recorded in my office. =

parish of **terre-bonne**, this 6th day of Dec^r 1827. =

(Signed) **J. G. Moore** Justice of the peace. =

The foregoing being presented to me by **Brigite Belanger** widow **H. J. Shibodaux** praying for homologation and having been carefully examined, it is ordered that the same be homologated. = this 7th December 1827. =

(Signed) **Leufroy Barras**

I certify the foregoing to be a true copy from the records in my office. — — — —

L. Barras Judge



6th December 1827

Agreement between Worsley
and others of A. S.
Partnership for the
Settlement of Succession -

of the same kind

1827

