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NEW ORLEANS:
WEDNESDAY MORNING, SEPT 29, 1869

TRY GEORGE ALCES' CIGARS,
185.....Rampart Street.....185

DECISION AFFECTING LANDLORDS AND TENANTS.

A decision has been pronounced by one of our courts which affects, if it be final, landlords and tenants and all persons having privileges on the property of other persons. From the decision it results that all leases of dwellings and real estate must be recorded in the Mortgage office of the parish where the property is situated, to secure the benefit of the landlord's privilege. This judgment is based on an act passed at the last session of the Legislature, the workings of which, if the decision alluded to, be correct, are not be generally known.

The question thus determined, arose under a lease, which being violated by the lessee, the conditions of which the lessor attempted to enforce, and succeeded in enforcing, by seizing the contents of the building rented, then occupied by an under-tenant. The latter of course ...ved the court to set aside the seizure on the legal ground that the lease had not been recorded as required by section 3 of act No. 85 of 1855. The judge sustained the motion and ordered the seizure to be cancelled. The question of the law referred to read as follows:

Be it enacted, etc., That any and all persons entitled to a mortgage or privilege on the property of another person shall cause such mortgage or privilege to be recorded in the mortgage book of the parish in which the mortgageable property is situated; if the mortgage or privilege be a notarial or public act, the same shall be recorded. If it be an act under private signature, in suite, or other obligation or writing, it must be proved up and recorded as a private signature act. If the same be not in writing, the person claiming the mortgage or privilege, his agent, or some person having knowledge of the fact must make affidavit of all the facts on which it is based, stating the amount and all the necessary facts, which affidavit shall be recorded in the mortgage book as other acts of mortgage or privilege.

We find there is some doubt upon the minds of even members of the legal profession as to the meaning of the word "privileges" as used in the above act, and the immediate context to which it is applied. The Constitution of the New Orleans Homestead exempts certain real estate of debtors and provides for the registry of the same in the Mortgage and Conveyance offices of the respective parishes, and declares that no other privileges or mortgages shall exist on such property. Now, it is evident that the framers of the Constitution never intended to have the registration of such exempted property, which is not subject to seizure, and which debtors cannot sell, mortgage or alienate, and which is not liable to be attached for debt, except in certain cases specified in the Constitution, and which is not liable to be attached for debt, except in certain cases specified in the Constitution, and which is not liable to be attached for debt, except in certain cases specified in the Constitution