

IN THE HONORABLE
The Supreme Court of the United States.
DECEMBER TERM, 1871.

PAUL ESTEBEN, WM. FAGAN, ET AL.,
PLAINTIFFS IN ERROR,
vs.
THE STATE OF LOUISIANA. } No. 61.

THE BUTCHERS' BENEVOLENT AS-
SOCIATION OF NEW ORLEANS,
PLAINTIFF IN ERROR,
vs.
THE CRESCENT CITY LIVE-STOCK
LANDING AND SLAUGHTER-
HOUSE COMPANY. } Nos. 60 and 62.

On motion to dismiss the writs of error.

BRIEF OF COUNSEL OF DEFENDANTS IN ERROR.

The counsel of defendants in error in the three cases above named has moved to dismiss the writs of error on the ground that all the matters in dispute in these causes have been settled between the parties, and that the plaintiffs in error desire the writs to be dismissed.

The counsel of defendants in error suggests the following

POINTS.

First. This court will hear proofs, by affidavit and otherwise, to show that there is no longer any dispute between plaintiffs and defendants.

See *Lord vs. Veazie*, 8 Howard, p. 251.

See *Cleveland vs. Chamberlin*, 1 Black, 419.

Second. Out of the immense number of suits in the

State courts of Louisiana in New Orleans, growing out of disputes between the Crescent City Live-Stock Landing and Slaughter-House Company and its opponents, it was agreed between the parties that six suits should be selected, the decision in which should control conclusively all the others.

The said six cases were all argued and submitted to the supreme court of Louisiana, as one case, by agreement. (See this agreement on pp. 27 and 28 of the printed transcript of Record in the case of Paul Esteben *et al. vs.* The State of Louisiana, No. 61 on the docket of this term. See also 10 Wallace, p. 288.)

Being brought here by writ of error they were treated as one case, as will be seen by reference to the motion for supersedeas, (see 10 Wallace, p. 273,) and to the brief filed by the counsel of plaintiffs in error on that motion and on the merits.

Third. At the last term the plaintiffs in error dismissed the writs in three of the cases, viz: *Imbau, Aycock & Co. vs. Crescent City Live-Stock Landing and Slaughter-House Company*, *then* No. 475; also, *Live-Stock Dealers and Butchers' Association vs. same defendant*, *then* No. 477; and *Steamer B. L. Hodges No. 2 vs. same defendant*, *then* No. 478; leaving the other three cases to be tried, apparently, though involving the same points.

These six cases were really but one, and the dismissal of three should be considered the dismissal of all.

Fourth. After the judgment of the supreme court of Louisiana the case was settled between the parties, (see the exhibits No. 1, No. 2, No. 3, *post* pp. 3, 4, and 5) from which it will be seen that in all the three suits nominally remaining here, the only parties in interest as plaintiffs in error are "The Butchers' Benevolent Association," "The Live-Stock Dealers and Butchers' Association," and Charles Cavaroc, all of whom desire that the writs of

error should be dismissed, as was stipulated in the compromise.

Fifth. In carrying out this compromise and settlement the defendants in error here have paid the costs in all the suits, amounting in Louisiana to \$5,163.90, as appears by affidavit of J. Augustin, secretary of the company.

These writs of error should therefore be dismissed.

THOMAS J. DURANT,

For State of La. and Cts. C. L. S. L. and S. H. Co.

DECEMBER 28, 1871.

[DOCUMENT No. 1.]

We hereby agree to discontinue, as part of the compromise effected with the Crescent City Live-Stock Company, all suits of every kind now pending in the State and Federal courts against said company and its officers, incorporators and employees, and to dismiss all writs of error concerning said company now pending in the Supreme Court of the United States, and this agreement shall be sufficient authority for any attorney to appear and move for the dismissal of all said writs of error.

NEW ORLEANS, March 14, 1871.

PAUL ESTEBEN,

*President of the Butchers' Benevolent Association, and as
President of the Live-Stock Dealers and Butchers' Association.*

WILSON, FAGAN & CO.

IMBAU, AYCOCK & CO.

MARCH 14, 1871.

[DOCUMENT No. 2.]

It is agreed as part of the compromise effected with all the parties who have sued the Crescent City Live-Stock Landing and Slaughter-House Company, that in consideration of all suits in the State and Federal courts and all writs of error and appeals against said company being dismissed, the said Crescent City Live-Stock Landing and Slaughter-House Company will dismiss its suits of every kind in the State and Federal courts pending against the Butchers' Benevolent Association and the Live-Stock Dealers and Butchers' Association, Wilson, Fagan & Co., Imbau, Aycock & Co., and all other parties, individuals of

said associations, arising out of the contest heretofore carried on, and this shall be sufficient warrant for any attorney to appear and dismiss said suits.

MARCH 14, 1871.

F. J. PRATT,
President.

[DOCUMENT No. 3.]

IN THE SUPREME COURT OF THE UNITED STATES.

PAUL ESTEBEN AND OTHERS, PLAINTIFFS IN ERROR,	} No. 479.
<i>vs.</i>	
THE STATE OF LOUISIANA, EX. REL. BELDEN, ATTORNEY-GENERAL.	

In Error to the Supreme Court of the State of Louisiana.

The undersigned, plaintiffs in error in the above-entitled case, respectively certify that on the 14th March last, 1871, they, with all their co-plaintiffs herein, entered into a compromise with the Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, by which all the matters at issue in this case were finally adjusted and settled; that by said compromise these plaintiffs in error agreed to abandon their suit in error herein, and to dismiss the same; that since said date the corporation known as the Live-Stock Dealers and Butchers' Association of New Orleans has been dissolved and its affairs finally wound up; that said association was composed of these plaintiffs in error; that said association was a party to the aforesaid compromise; that since said date these plaintiffs in error have been and are acquiescing in the judgment of the supreme court of Louisiana, from which this writ of error is taken, and are in no way desirous of having the same reversed; that they now authorize any member of the bar of the Supreme Court of the United States to move for the dismissal of the writ of error in this case in their behalf.

NEW ORLEANS, *November 28, 1871.*

WM. FAGAN,
NIC. SEIBEL,
L. T. AYCOCK,
P. SARTHOU,
LOUIS RUDE,
C. CAVAROC.

Charles Cavaroc, being duly sworn, deposes and says that he is the president of the Crescent City Live-Stock Landing and Slaughter-House Company, and has been since the compromise alluded to in the foregoing statement; that the foregoing statement is true in all its parts.

C. CAVAROC.

Sworn and subscribed to before me this 6th day of December, 1871.

[SEAL.]

WILLIAM GRANT,
U. S. Commissioner, Dist. of La.