

IN THE HONORABLE THE SUPREME COURT OF THE
UNITED STATES.

DECEMBER TERM, 1871.

WM. FAGAN, ET AL., <i>vs.</i> STATE OF LOUISIANA, EX REL.	} No. 61.
BUTCHERS' BENEVOLENT ASSOCIATION OF NEW ORLEANS <i>vs.</i> THE CRESCENT CITY LIVE-STOCK LAND- ING AND SLAUGHTER-HOUSE COM- PANY.	} No. 60.
BUTCHERS' BENEVOLENT ASSOCIATION OF NEW ORLEANS <i>vs.</i> THE CRESCENT CITY LIVE-STOCK LAND- ING AND SLAUGHTER-HOUSE COM- PANY.	} No. 62.

And now, into this honorable court, by counsel, M. H. Carpenter, J. S. Black, and T. J. Durant, appearing for the defendants in error in the three above-named cases, and suggest to the court that all the matters in controversy therein have been finally settled between the parties, and the plaintiffs in error are desirous that their writs of error should be dismissed, as will more fully appear by the within agreements to that effect, signed by the said plaintiffs in error, and filed with the motion as Exhibits A and B.

Wherefore they pray that said writs of error may be dismissed accordingly.

Dec. 14, 1871.

MATT. H. CARPENTER,

for The Crescent City Live, &c.

THOMAS J. DURANT,

for State of Louisiana, and for Crescent City

Live-Stock, &c., Company.

Filed 14th December, 1871.

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.

EXHIBIT B.

Filed 14th December, 1871.

BUTCHERS' ASSOCIATION OF NEW ORLEANS	} Nos. 8, 9 and 10.
<i>vs.</i>	
CRESCENT CITY LIVE-STOCK LANDING & SLAUGHTER-HOUSE COMPANY.	

We hereby agree to discontinue, as part of the compromise effected with the Crescent City Live-Stock Landing & Slaughter-House 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 the 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 suits and writs of error.

NEW ORLEANS, *14th March, 1871.*

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

WILSON, FAGAN & CO.
IMBAU, AYCOCK & CO.

March 14, 1871.

slaughter-house cases now in United States Supreme Court, with a view to the dismissal of the writs of error taken by the plaintiffs in error :

First. The slaughter-house controversy was carried on bitterly from its inception, in the Third, Fourth, Fifth, Sixth, Seventh, and Eighth district courts. Hundreds of cases have been instituted for and against the company. The other parties to those suits were individual butchers, individual stock-drovers, &c., and combinations, companies, and incorporations of such individuals. Injunctions were followed by counter-injunctions, and the litigation was very bitter. In all of it, however, you will please bear carefully in mind that all the opponents of the Slaughter-House Company were *always* represented by Fellows & Mills, Cotton & Levy, and J. A. Campbell, as their counsel.

Second. In order to end all this litigation, an agreement was entered into in writing, by the Slaughter-House Company on one side, represented by the writer hereof, and all the opponents of it (the slaughter-house) on the other side, represented by Mr. J. Q. A. Fellows. By this agreement all litigation ceased, except in six selected cases—selected as containing in themselves all the various points at issue between the slaughter-house and all its opponents. In these cases judgments were rendered by the district court in which they were, and they were taken up to the supreme court of Louisiana, on appeal, by virtue of the same agreement, and *by which* agreement they were argued and submitted altogether as a whole, and were subsequently decided by one decision, and were afterwards all taken up to the Supreme Court of the United States together. *The said agreement especially sets forth that the decision in the said six selected cases (as a whole) shall determine and decide all the hundreds of cases for and against the*

slaughter-house, now pending in our various district courts. You will probably find this agreement copied in the transcript of each of the six cases; if not, it is certainly in the case of Paul Esteben, plaintiff in error, *vs.* The State of Louisiana, S. B., Attorney-General, relator.

I allude to this so specifically to show that the six slaughter-house cases taken to the United States Supreme Court on writ of error are really one case, and that if any of them are dismissed because compromised, all should be.

Third. On the 14th March, 1871, after several days of negotiation, the six cases on appeal in the U. S. Supreme Court, and with them *all* cases in litigation, *pro* and *con*, between the slaughter-house and its opponents, were finally compromised and settled; and by the enclosed paper (which I have marked in pencil "No. 1") the plaintiffs in error in said six cases in U. S. Supreme Court agree that they will dismiss all such writs of error, and authorize any attorney to do so in their behalf; the Slaughter-House Company now asks you to exercise that authority. This paper (No. 1) is signed by Paul Esteben, who was then the president of both the Butchers' Benevolent Association and of the Live-Stock Dealers and Butchers' Association; and it is also signed by Wilson, Fagan & Co., (by Wm. Fagan, of said firm,) and by Imbau, Aycock & Co., (by J. J. Aycock, of said firm,) and should the authority of any one of these to sign such paper be disputed or questioned, I may state that said Paul Esteben, Wm. Fagan, and J. J. Aycock were a committee appointed with full power to control and direct and compromise all the litigation on behalf of all the opponents of the slaughter-house, and with special power to that effect from the Butchers' Benevolent Association and the Live-Stock Dealers and Butchers' Association; that as such they employed Fellows & Mills and J. A. Campbell, who well knew their powers and au-

thority, and these statements can be supported by overwhelming proof, if necessary. The compromise was made in good faith with all parties, and the document marked "No. 1" is in my handwriting, and was signed in my presence and that of Mr. Thos. J. Semmes, on the day of its date, by the parties named, who were well known to me personally.

Fourth. It was part of the compromise aforesaid, that all litigation between *all* of its opponents and said Slaughter-House Company should cease, and all suits be discontinued, and although it does not appear in the written instruments, it was agreed that the Slaughter-House Company should pay the costs of all the terrible litigation then settled. *This it has done*, and receipts for thousands on thousands of dollars paid by the Slaughter-House Company for costs can be produced, if required, to show that that company has fairly carried out its part of the compromise and settlement, said costs being paid even in the suit now pending in the United States Supreme Court. The paper which I enclose, and which I have made "No. 2," is in the handwriting of Mr. Thomas J. Semmes, and was signed and delivered on the day of its date, in my presence; and these two papers were intended and supposed to be sufficient authority for finally withdrawing from all courts all litigation in which the C. C. L. S. Landing and Slaughter-House Company was engaged.

I think that the statement of facts which I have here made clearly shows a *prima facie* case of compromise, and if it is disputed by Messrs: Fellows or Campbell, it should be sufficiently strong to at least induce the Supreme Court to postpone the trial of the case, and order further investigation into the question of compromise or no compromise. The action of Mr. Fellows in dismissing but three out of the six cases in the United States Supreme Court, and at-

tempting to try the other three, took the Slaughter-House Company by surprise, as they believed the whole litigation closed and settled, and were not aware of Messrs. Fellows and Campbell's intentions to press the trial of the other three cases until the day of the date of my first letter to you on this subject, viz : 11th November, 1871.

I make this statement of facts as one of the counsel of record in the six cases that were and are pending in the Supreme Court of the United States. I make it as a member of the bar of the Supreme Court of the United States, under my official oath as such ; that it is in every respect true, to the best of my knowledge and belief, and absolutely true in those respects in which I have specially stated my personal knowledge ; and it is made for the purpose of being used by you on behalf of my clients, before the Supreme Court, for their action.

And I am, very respectfully, yours,

JOSEPH P. HORNOR.

AGREEMENT.

Filed 11th January, 1872.

BUTCHERS
vs.
 SLAUGHTER-HOUSE COMPANY.) Nos. 8, 9, and 10.

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

F. J. PRATT, *President.*

SALE OF PROPERTIES.

Filed 11th January, 1871.

STATE OF LOUISIANA.

Before me, Joseph Curillier, a notary public for the parish of Orleans and the city of New Orleans, therein residing, personally appeared Messrs. Paul Esteben and Jean Baptiste Gervais Arnoult, of this city, herein acting, the said Esteben as the president and the said Arnoult as the secretary of the Live-Stock Dealers and Butchers' Association of New Orleans, a corporate body of this city, which appearers declared that by virtue of a resolution of the Board of Managers of said association, passed at their sitting of March eighteenth, eighteen hundred and seventy-one, a copy of which resolution is hereto annexed, they do by these presents sell with all legal warranties, and with subrogation to the rights and actions in warranty, which the said association has against all preceding vendors and other warrantors, unto the Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, another corporate body of this city, herein represented by Charles Cavaroc, Esq., its president, here present, and accepting by virtue of a resolution adopted by the Board of Directors of said company at their sitting of March fifteenth, eighteen hundred and seventy-one, a copy of which is hereto annexed—

1. A tract of land situate partly in the parish of St. Bernard and partly in the parish of Orleans, at about three miles below the city of New Orleans, having four arpents, ten toises, and four feet front on the left bank of Missis-

sippi river, and extending from the public road between parallel lines running north thirteen degrees, thirty minutes east, with a depth of one hundred and ten arpents one-third on the upper line, and on the lower line extending first to a depth of eighty arpents, then opening at an obtuse angle, and measuring two arpents more in a parallel line with the public road, and then closing at an acute angle, and having a further depth of thirty-four arpents two-thirds in the rear, bounded in the rear by lands of Gentelly Road, on the upper limit of the property of Mrs. S. M. Coirou or assigns, and on the lower limit by the property of the heirs of Le Bean or assigns, together with the buildings and all other circumstances and dependencies to the said tract of land belonging; also including all other ground or batture as may now be found or hereafter be formed in front of said tract of land; together also with the wharf existing in front of the said property.

2. And one hundred and sixty-seven shares reduced to one hundred and fifty-seven of the capital stock of the Citizens' Bank of Louisiana, composed of one hundred and forty-seven shares reduced to one hundred and thirty-eight, which Mr. Jules Delery had purchased with the property above described; and of twenty shares reduced to nineteen, which he transferred from another property on the one now sold by an act dated February twenty-fourth, eighteen hundred and sixty-two, before A. Boudousquie, then a notary public in this city.

The above-described property and bank stock belong to the vendors, for having acquired the same by purchase, per act in this office dated March sixteenth, eighteen hundred and seventy, from the said Charles Cavaroc, and since their purchase thereof they have not alienated the same, as appears by the hereunto annexed certificate from the register of conveyances for this city.

This sale is made for the total price of two hundred and sixteen thousand two hundred and ten dollars, payable in the manner following, to wit :

Twenty-five thousand dollars which the said Cavaroc, in his capacity aforesaid, has, in presence of the witnesses and notary undersigned, paid cash to the said Esteben, who acknowledges the receipt thereof, and grants acquittance therefor in his said capacity.

One hundred and seventy thousand dollars, for which the said Cavaroc, in his said capacity, has furnished four promissory notes, subscribed by him to the order of the said Crescent City Live-Stock Landing and Slaughter-house Company, and by him, the said Cavaroc, endorsed as the president thereof, dated this day, bearing interest at eight per cent. per annum from date until paid, three for fifty thousand dollars each, payable respectively at six, twelve, and eighteen months after their date, and the fourth for twenty thousand dollars, payable two years after date, all at the domicile of the Bank of New Orleans in this city, which notes, after being signed *ne varietur* by me, notary, for identity herewith, was handed over to the said Esteben, who acknowledges the receipt thereof in his said capacity. Two thousand four hundred and ten dollars, which the said purchasers hereby take the obligation to pay, in the lieu and stead of the said vendors, to the Citizens' Bank of Louisiana, the stock note assumed by the vendors by their act of purchase afore cited. And the balance, eighteen thousand eight hundred dollars, is payable in the obligation hereby taken by the said purchasers to pay and take up at its maturity, to the discharge and acquittance of the said vendors, a promissory note for the said sum subscribed by the said Esteben in his capacity aforesaid, to the order of the Live-Stock Dealers and Butchers' Association of New Orleans, and by him endorsed as the president thereof, for the said sum of

eighteen thousand eight hundred dollars, bearing interest at eight per cent. per annum from date until paid, and payable two years after date at the Bank of America in this city.

In consideration of the obligation hereby taken by the said purchasers to pay the note above described, they hereby assume up to eighteen thousand eight hundred dollars, amount of said note, the mortgage securing the payment thereof, and consented by the said vendors in favor of the said Cavaroc, by their act of purchase afore cited, passed on the sixteenth of March, eighteen hundred and seventy, in this office.

By the hereunto annexed two certificates, the one from the recorder of mortgages for this city, under date of this day, and the other from the recorder of mortgages for the parish of St. Bernard, under date of March seventeenth, eighteen hundred and seventy-one, it appears that there are no other incumbrances standing in the name of the said Live-Stock Dealers and Butchers' Association of New Orleans, than—

1. The mortgage granted by them in favor of their vendor, Charles Cavaroc, per the act above recited of March sixteenth, eighteen hundred and seventy, in this office, to secure the payment of forty-seven thousand six hundred dollars, interest and costs, which mortgage is now reduced to eighteen thousand eight hundred dollars, as appears by the above certificate from the recorder of mortgages for this city; but it appearing from the certificate of the recorder of mortgages of the parish of St. Bernard, that the reduction of said mortgage has not been noted in the books of his office, the vendors hereby bind themselves to have said reduction properly noted in the books of said recorder within a delay of days, which is accepted by the said Cavaroc, in his capacity aforesaid. And the

said mortgage thus reduced to eighteen thousand eight hundred dollars is the one herein above assumed by the said purchasers.

2. And the obligation which the said vendors have assumed to pay in the lieu and stead of said Cavaroc, the sum of thirty-two thousand nine hundred and sixty-five dollars and eighty-three cents, being the balance due on several contracts made by the said Cavaroc, which sum of thirty-two thousand nine hundred and sixty-five dollars and eighty-three cents is paid, as will appear by the intervention herein of Messrs. Jacob Fisher, John Coleman, and Pierre Actigue.

Wherefore, to these presents personally appeared Messrs. Jacob Fisher, John Coleman, and Pierre Actigue, all three of this city, who declared that they have been paid in full from the Live-Stock Dealers and Butchers' Association of New Orleans of the several contracts which they had made with Mr. Charles Cavaroc.

In consequence whereof they require the erasure of their privilege, and the cancellation of the mortgage resulting in their favor from the act March the sixteenth, eighteen hundred and seventy, in this office, wherever inscribed.

3. And the mortgage herein above assumed by the purchasers, securing the stock note due the Citizens' Bank of Louisiana.

It appears by the two certificates hereunto annexed, the one from the register of conveyances for this city and the other from the register of conveyances for the parish of St. Bernard, that the said vendors have never alienated the property above described since their purchase thereof.

And in case it shall become necessary to institute legal proceedings for the recovery of the amount of the notes above furnished in part payment of sale, or of any part of the said notes, the said Cavaroc in his said capacity binds him-

self to pay the fees of the attorney-at-law employed for that purpose, which fees are hereby fixed at five per cent. on the amount sued for.

Now, therefore, in order to secure the payment of said notes at maturity, together with interest and attorney's fees, the said Esteben, in his said capacity, reserves his privilege of vendors, and the said Cavaroc, president as aforesaid, hereby mortgages and hypothecates in favor of said Live-Stock Dealers and Butchers' Association, and to enure to the use and benefit of any and all future holder or holders of the said notes, the said Esteben in his [said] capacity being here present and accepting the above-described property, which the said Cavaroc, in his said capacity, binds himself not to alienate or encumber to the prejudice of this act.

And the said Cavaroc moreover binds the said purchasers to keep the buildings on the said property constantly insured against loss by fire to the amount of said notes, and to transfer the policy of insurance to the said Esteben, in his said capacity, until the full and final payment of the said notes, hereby consenting and agreeing that the said Esteben, in his said capacity, shall have the right to transfer such policies to any future holder or holders of the said notes, and that in case of failure of the said Cavaroc to effect such insurance, the holders of the said notes shall have the right to do so, and the reimbursement of all sums paid for that purpose shall be secured by the present mortgage.

Thus done and passed in my office on this fifth day of April, eighteen hundred and seventy-one, in the presence of Theodore Buisson and George Grimault, competent witnesses, residing in this city, who have signed these presents, together with the parties, and me, notary, after a due reading of the whole.

Original signed: Paul Esteben, C. Cavaroc, J. B. Gervais, Acnoul, *Secretary*; Jacob Fischer, John Coleman & Co.,

P. Actigue, Th. Buisson, Geo. Grimault, Joseph Cuvillier,
Notary Public.

A true copy from the original.

[Notary seal.]

JOSEPH CUVILLIER,

Notary Public.

5-cent Int. Rev. stamp, cancelled.

The undersigned, recorder in and for the parish of St. Bernard, State of Louisiana, certifies that the foregoing deed of sale was recorded in full in his office in Book of Conveyances No. eleven, folios 85 to 90; and that the mortgages therein granted and assumed were also duly recorded in Book of Mortgage No. six, folios 179, 180, and 181.

Parish of St. Bernard, April the 22d, A. D. 1871.

[SEAL.]

PHILIPPI TOCA.

5-cent Int. Rev. stamp, cancelled.

[Endorsed.]

Nos. 8, 9, and 10. 5th of April, 1871. Sale of properties, &c. The Live-Stock Dealers and Butchers' Association of New Orleans to the Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans.

[Collated.]

The original of this act bears United States internal revenue stamps to the amount of three hundred eighty-six dollars and fifty cents, (\$386.50.)

JOS. C., *Not. Pub.*

Recorded in conveyance, office in New Orleans, B. 78, folio 514.

Recorded mortg., office in New Orleans, B. 1, folio 444.

Recorded mortg., office in New Orleans, B: K^o, 57.

Recorded mortg., office in St. Bernard.

Recorded conveyance, office in St. Bernard.

JOSEPH CUVILLIER,

Notary Public.

Received April 21, 1871, to be recorded.

P. H. TOCA.

Recorder.

MORTGAGE.

Filed 11th January, 1872.

STATE OF LOUISIANA.

Before me, Joseph Cuvillier, a notary public for the parish of Orleans and the city of New Orleans, therein residing, personally appeared Charles Cavaroc, Esq., of this city, herein acting as the president of the Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, a corporate body of this city, under the laws of this State, which appearer declared that—

Whereas, at a meeting of the Board of Directors of said company, held on the 29th day of March last, 1871, he, the said president, was authorized to issue, for an amount not to exceed the sum of three hundred thousand dollars, the bonds of said company, in five-hundred and one-thousand-dollar bonds, bearing interest at eight per cent. per annum from their date, and payable ten years after date, and secured by mortgage on any property of the said company, which bonds shall be sold or discounted at not less than eighty cents on the dollar ;

Whereas, it was further resolved that said bonds shall be signed by the president and countersigned by the secretary of said company ; and that it will be optional with the said company at any time before the maturity of said bonds to redeem the same or any part thereof, as according to its means ; and for the purpose of giving additional value to said bonds there shall be provided a sinking fund of one-tenth part thereof per annum, to meet the payment as aforesaid ; the whole of which is more fully detailed in the copy of said resolutions hereto annexed as part hereof ; and

Whereas, the Live-Stock Dealers and Butchers' Association of New Orleans, another corporate body of this city, are willing to discount the bonds above mentioned, at the rate of eighty cents on a dollar :

Now, therefore, the said Cavaroc, in his capacity aforesaid, has this day issued four hundred bonds of said company, [subscribed by] him as president of the said Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, and countersigned by D. E. Scruggs, Esq., the secretary of said company, all dated New Orleans, the twenty-second day of April, eighteen hundred and seventy-one; two hundred of said bonds being for five hundred dollars each, numbered from one to two hundred, and the other two hundred for one thousand dollars each, also numbered from one to two hundred, all bearing interest at eight per cent. per annum from date, which interest is payable on the first of May of each year, upon surrender of the corresponding interest coupon attached to said bonds; all of which bonds are payable to bearer ten years after their date, and have been delivered after being signed, *ne varietur*, by the notary undersigned, for identity herewith, to Paul Esteben, Esq., of this city, here present, and accepting as president of the said Live-Stock Dealers and Butchers' Association of New Orleans, by virtue of a resolution adopted on the twentieth day of April, eighteen hundred and seventy-one, by the Board of Managers of said association, a copy of which resolution is hereto annexed.

It is agreed between the parties that in case it should become necessary to institute legal proceedings for the recovery of the amount of the said bonds, or any part thereof, the said Cavaroc, in his capacity aforesaid, binds the said Crescent City Live-Stock Landing and Slaughter-House Company to pay the fees of the attorney-at-law employed for that purpose, which fees are hereby fixed at five per cent. on the amount sued for.

Now, therefore, in order to secure the punctual payment of the said bonds at maturity, together with all eventual interest and attorney's fees, the said Cavaroc, in his said

capacity, declared that he does by these presents mortgage, affect, and specially hypothecate in favor of the said Live-Stock Dealers and Butchers' Association, and to enure to the use and benefit of any and all future holder or holders of the said bonds, the said Esteben being here present, and accepting for the said Butchers' Association, or others, the following-described properties, to wit :

Two certain tracts or parcels of land, situate on the right bank of the Mississippi river, about half a mile distant from the city of New Orleans, designated as lots Nos. one and two, on a plan drawn by Allon d'Hémécourt, dated the eighth day of July, eighteen hundred and forty-three, annexed to an act of partition passed before Louis T. Cain, late a notary in this city, on the thirty-first of July, eighteen hundred and forty-three. Lot No. one measures two hundred and forty-four feet eight inches front, on the levee, by twenty-nine arpents one hundred and fifty-five feet and six inches in depth, perpendicular to the river, and two hundred and thirty-seven feet four inches wide on the rear line, and lot No. two measures two hundred and eighteen feet eleven inches front, on the levee, by twenty-nine arpents and one-third on the line which divides it from lot No. one, twenty-nine arpents and two-thirds on the line which divides it from lot No. three, and two hundred and twelve feet four inches wide on the rear line; the whole, more or less; together with all the buildings and other circumstances and dependencies to the said tracts or parcels of land belonging, and also all and singular the batture and future accretion in front of said two tracts of land. Which property belongs to the said Crescent City Live-Stock Landing and Slaughter-House Company, in manner following, to wit :

Three undivided fourth parts thereof, by purchase from Mr. Joseph Ballister, by act dated April sixteenth, eighteen hundred and sixty-nine, before Selim Magner, then a notary in this city.

Two undivided twenty-fourths part thereof, by purchase from Mrs. widow Richard Bartlett Sumner, acting for her minor children, by act dated June twenty-third, eighteen hundred and sixty-nine, before the said notary, **Magner**.

And the remaining four undivided twenty-fourths part by purchase from Mrs. widow Harriet Sumner and Mrs. C. J. Parmly, by act also before the said notary, **Magner**, dated twenty-third June, eighteen hundred and sixty-nine.

2. A tract of land, situate partly in the parish of St. Bernard, and partly in the parish of Orleans, at about three miles below the city of New Orleans, having four arpents ten toises and four feet front on the left bank of the Mississippi river, and extending from the public road between parallel lines running north thirteen degrees thirty minutes east, with a depth of one hundred and ten arpents one-third on the upper line, and on the lower line extending, first, to a depth of eighty arpents, then opening at an obtuse angle, and measuring two arpents more in a parallel line with the public road, and then closing at an acute angle, and having a further depth of thirty-four arpents two-thirds in the rear; bounded in the rear by lands of Gentilly Road, on the upper limit by the property of Mrs. S. M. Coiron, or assigns, and on the lower limit by the property of the heirs of Le Bean or assigns; together with the buildings and all other circumstances and dependencies to the said tract of land belonging; also, including all other ground or batture as may now be formed or hereafter be formed in front of said tract of land; together, also, with the wharf existing in front of the said property. Which property belongs to the said Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, for having purchased the same from the Live-Stock Dealers and Butchers' Association of New Orleans, by act dated April fifth, eighteen hundred and seventy-one, before the notary undersigned.

It is hereby agreed between the parties, that the present act shall bear confession of judgment in favor of any holder or holders of the said bonds until final payment, the said mortgagors hereby binding themselves not to alienate or encumber the said properties to the prejudice of this act.

And the said mortgagors further declared that in the event of the said bonds not being punctually paid at maturity it shall be lawful for and they hereby authorize the said mortgagees or any holder or holders thereof to cause all and singular the properties described and herein mortgaged to be seized and sold under executory process, issued by any competent court, without appraisal, to the highest bidder, payable in cash, the said mortgagors hereby expressly dispensing with all and any appraisal thereof, and by these presents waiving and renouncing the benefit of appraisal, and of all laws and parts of laws relative to the appraisal of property seized and sold under executory or other legal process.

And the said Cavaroc further binds and obligates the said Crescent City Live-Stock Landing and Slaughter-house Company of New Orleans to keep the buildings now erected on the above-described properties, and such other buildings as may hereafter be constructed thereon, constantly insured against loss by fire up to their full value ; it being well understood by and between the said parties hereto that in case of fire the policies of said insurance shall enure to the benefit of all person or persons then holding said bonds, or any one or more of them ; and, furthermore, in case of neglect on the part of said company to effect the said insurance, or to renew the same when expired, all and any holder or holders of said bonds shall have the right to do so at the expenses of said Crescent City Live-Stock Landing and Slaughter-house Company of New Orleans, who, by its president aforesaid, hereby consent that the said properties herein described shall remain mortgaged to secure the reim-

bursement of all premiums paid for such insurance or renewal

It is agreed by and between the parties hereto that as soon as the said Crescent City Live-Stock Landing and Slaughter-house Company of New Orleans shall have redeemed fifty thousand dollars worth of said bonds the mortgage resulting from the present act shall be released, but *so far only* as it affects the property herein first described, and upon the production to the notary undersigned, or to his successor in office, of the fifty thousand dollars worth of said bonds paid by the said company, he, the said notary, or his successor, will be authorized to issue his official certificate showing the payment and cancellation of said fifty thousand dollars worth of said bonds, and upon the production of said official certificate to the recorder of mortgages this officer will be authorized and required—

1. To reduce by fifty thousand dollars the mortgage herein above granted in so far as regards the property herein above secondly described.

2. And to cancel entirely the said mortgage, so far as regards the property first above described.

By the hereunto annexed two certificates, the one from the recorder of the parish of St. Bernard and *ex-officio* recorder of mortgages for said parish, under date of April twenty-first, eighteen hundred and seventy-one, and the other from the recorder of mortgages for this city, under date of this day it appears that there are no other encumbrances standing in the name of the Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, and recorded against the property herein secondly described, than—

1. The reversion taken by said company per act, in this office, dated April fifth, eighteen hundred and seventy-one, up to eighteen thousand eight hundred dollars of the mortgage granted by the said Live-Stock Dealers and Butchers'

Association of New Orleans, in favor of Charles Cavaroc, per act also in this office, dated sixteenth March, eighteen hundred and seventy, to secure forty-seven thousand dollars, interest and costs; which mortgage is now cancelled and diminished by payment of twenty-eight thousand eight hundred dollars.

2. The reversion taken by said Crescent City Slaughter-House Company, per the said act of April fifth, in this office, of the reversion assumed by said Butchers' Association, per act before the notary undersigned, dated March sixteenth, eighteen hundred and seventy, of the reversion taken by said Cavaroc, per act also in this office dated March twenty-fourth, eighteen hundred and sixty-nine, of the primitive mortgages granted by Jules Delery; 1, per act before T. Sighers, dated fourth April, eighteen hundred and thirty eight; 2, and per act before A. Boudousquie, notary, dated February twenty-fourth, eighteen hundred and sixty-two, up to sixteen thousand seven hundred dollars, or one hundred and sixty-seven shares, now reduced to one hundred and fifty-seven, of the capital stock of the Citizens' Bank of Louisiana, and up to twenty-four hundred and ten dollars, balance due on loans of the two last original mortgages, together with interest and costs as per said acts.

3. The mortgage granted by said Crescent City Slaughter-House Company, per act of April 5, 1871, in this office, in favor of said Butchers' Association, to secure one hundred and seventy thousand dollars, with interest, &c., of which mortgage lastly described release shall hereinafter be granted.

And by the said certificate from the recorder of mortgages for this city, it appears that the property herein firstly described is subject to no other encumbrances in the name of the said Crescent City Live-Stock Landing and Slaughter-House Company than the following, to wit :

1. The one granted by said company per act before S.

Magner, notary, dated April, 16, 1869, in favor of Joseph Ballister, to secure twenty-seven thousand dollars, with interest, &c., which mortgage is cancelled up to twenty thousand eight hundred dollars.

2. The one granted by said company per act before the said notary Magner, dated June 23, 1869, in favor of Mrs. Richard B. Sumner and Mrs. Saml. B. Parmsley, to secure six thousand dollars, interest and costs, which mortgage is diminished by payment of four thousand six hundred and forty dollars.

3. The one granted by said company per act before the same notary Magner, dated 23d June, 1869, in favor of Mrs. Richard B. Sumner and the two minor Sumners, to secure three thousand dollars, interest and costs, which mortgage is diminished and cancelled up to thirteen hundred and twenty dollars, as per the records of the recorder's office.

4. The one granted by said company per act before Theodore Buisson, notary, dated 12th October, 1870, in favor of J. Pickles, to secure the said Pickles against all loss, damage, &c., which he might suffer by reason of his becoming security on a bond for the sum of twenty-five thousand dollars, as per said act.

5. The one granted by said company per act before the said notary Buisson, dated 17th October, 1870, in favor of the said J. Pickles, to secure him, the said Pickles, against loss, damages, &c., which he might suffer by reason of his becoming security on a bond of forty thousand dollars, as per said act.

Which last two mortgages the said Charles Cavaroc binds the said Crescent City Live-Stock Landing and Slaughter-House Company to have erased and cancelled in the shortest possible delay, which is accepted by the said Paul Esteben as the president of the Live-Stock Dealers and Butchers' Association of New Orleans.

The same certificate from the recorder of this city related also a general mortgage in favor of William O. Denigre, resulting from a judgment rendered by the fourth district court, on the twenty-second of March last, (1871,) against the said Crescent City Slaughter-House Company, for two thousand five hundred dollars, with interest and costs.

And here the said Paul Esteben, herein acting as the president of the Live-Stock Dealers and Butchers' Association of New Orleans, acknowledges to have been paid in full, capital and interest of four promissory notes, dated April fifth, eighteen hundred and seventy-one, subscribed by the said Cavaroc, in his capacity aforesaid, in favor of the said Crescent City Live-Stock Landing and Slaughter-House Company of New Orleans, and by the said Cavaroc endorsed as president thereof, three for fifty thousand dollars each, payable respectively at six, twelve, and eighteen months after-date, and the fourth for twenty thousand dollars, payable two years after date, all four bearing interest at eight per cent. from date until paid, and payable at the domicil of the Bank of New Orleans, in this city, which notes have been produced to the notary undersigned, who has erased the signatures thereon and have annexed them to these presents.

In consideration of which payment, the said Esteben, in his aforesaid capacity, hereby requires the recorder of mortgages for this city, and the recorder of mortgages for the parish of St. Bernard, to erase and cancel from the books of their offices the mortgage securing the payment of said four notes, which the said Crescent City Live-Stock Landing and Slaughter-House Company has granted in favor of their vendors, the Live-Stock Dealers and Butchers' Association of New Orleans, per the said act of April, eighteen hundred and seventy-one, in this office.

And now intervenes to these presents Mr. Jean Baptiste Gervais Arnoult, of this city, herein acting in his capacity

of secretary of the said Live-Stock Dealers and Butchers' Association of New Orleans, mortgagees herein, and after taking cognizance of the whole of these presents, declaring that he will sign the same in his official capacity, together with the said Esteben, with the view of complying with section twelve of the by-laws of said association.

Thus done and passed in my office on this twenty-fifth of April, eighteen hundred and seventy-one, in presence of Theodule Buisson and Louis Placide Vittere, competent witnesses, residing in this city, who have signed these presents, together with the parties and me, notary, after a due reading of the whole.

At the moment of signing these presents, it has been agreed between the parties hereto, that the Live-Stock Dealers and Butchers' Association of New Orleans discount said bonds to amount of two hundred and twelve thousand five hundred dollars, for their own use and benefit, and the other bonds, amounting to eighty-seven thousand five hundred dollars, will be negotiated by the Crescent City Live-Stock Landing and Slaughter-house Company in accordance with the herein recited resolutions, the future holders thereof being entitled to the benefit of the herein stipulated mortgage, concurrently with said Live-Stock Dealers and Butchers' Association; the said Esteben in his said capacity accepting this mortgage for the whole amount of three hundred thousand dollars, for themselves, and for the use and benefit of all future holders.

Original signed: C. Cavaroc, Paul Esteben, J. B. Gervais Arnoult, Th. Buisson, Louis Placide Villere, Joseph Cuvillier, Not. Pub.

A true copy from the original.

JOSEPH CUVILLIER, *Not. Pub.*

[Not. Pub. seal.]

[Internal rev. stamp cancelled, 5 cents.]

The undersigned, recorder in and for the parish of St.

Bernard, State of Louisiana, therein residing, certifies that the foregoing deed of mortgage, granted by the Crescent City Live-Stock Landing and Slaughter-house Company to the Live-Stock Dealers and Butchers' Association, was recorded in full in Book of Mortgages No. 6, folios 186 to 196.

Parish of St. Bernard, May 8, 1871.

PHILIPPI TOCA, *Recorder.*

[Seal of Parish court, St. Bernard.]

[Six-cent postage stamp.]

—
[Endorsed.]

Nos. 8, 9, and 10. 25th April, 1871. Mortgage. Crescent City Live-Stock Landing and Slaughter-house Company of New Orleans, favor Live-Stock Dealers and Butchers' Association of New Orleans.

[Collated.]

Original stamped three hundred dollars.

JOSEPH CUVILLIER, *Not. Pub.*

Received May 8, 1871, to be recorded.

Mortgage office, parish of St. Bernard.

PHILIPPI TOCA, *Recorder.*

JOSEPH CUVILLIER, *Not. Pub.*

—
EXTRACTS FROM MINUTES OF BUTCHERS' ASSOCIATION.

ONE HUNDRED AND FOURTH SITTING,

February 23, 1871.

* * * On motion of Wm. Fagan, seconded by J. T. Aycock, a committee of two members of this board, composed of Messrs. P. Esteben and J. Gritzinger, was appointed by this board, vested with full power to confer with Mr. C. Cavaroc relative to the proposed compromise, and if in their judgment they should arrive to the conclusion

that a compromise, based upon honorable and equitable terms, calculated to bring about a final settlement of all litigation between the two companies, that they the said committee were fully empowered by this board to accept the same, and to report such action as might be taken by them at the next sitting of this board. * * *

PAUL ESTEBEN, *President.*

—
ONE HUNDRED AND FIFTH SITTING,
March 2, 1871.

* * * The committee appointed at the last sitting to confer with Mr. C. Cavaroc, the representative of the Crescent City Live-Stock Landing and Slaughter-House Company, relative to a compromise between the two companies, most respectfully submit the following report, to wit:

That said committee had an interview with Mr. C. Cavaroc, in his capacity of representative of the Crescent City Live-Stock Landing and Slaughter-House Company; that, after due deliberation, the said committee had accepted in behalf of the Live-Stock Dealers and Butchers' Association of New Orleans the terms and conditions of the compromise proposed by the said Crescent City Live-Stock Landing and Slaughter-House Company, which are as follows:

First. That the Crescent City Live-Stock Landing and Slaughter-House Company is to transfer to the Live-Stock Dealers and Butchers' Association of New Orleans seven thousand five hundred shares of one hundred dollars each, in the capital stock of two millions of dollars of said Crescent City Live-Stock Landing and Slaughter-House Company, according to their charter, at the rate of twenty-five dollars and fifty cents per share, to be paid in ready money by the Live-Stock Dealers and Butchers' Association, on the delivery of the seven thousand five hundred shares, which will form the total sum of \$191,250.

Second. That they, the said committee, had also agreed to sell, bargain, and set over, with a full guarantee, the property owned by the Live-Stock Dealers and Butchers' Association of New Orleans, together with all the buildings and improvements thereon, also one hundred and fifty-seven shares of one hundred dollars each in the capital stock of the Citizens' Bank of Louisiana, payable according to its charter, being the same property acquired by this association from C. Cavaroc, by an act passed before Joseph Cuvillier, notary public, on the 16th March, 1870, for the total sum of two hundred and sixteen thousand two hundred and fifty dollars, (\$216,250,) payable in the following manner, to wit :

1. In cash, twenty-five thousand dollars.	\$25,000 00
2. One note at six months, for fifty thousand dollars.	50,000 00
3. One note at twelve months, for fifty thousand dollars	50,000 00
4. One note at eighteen months, for fifty thousand dollars	50,000 00
5. One note at twenty-four months, for twenty thousand dollars	20,000 00
6. In the assumption of the stock note due the Citizens' Bank.	2,410 00
7. In the assumption of the note given by this Association at two years.	18,800 00
Total.	<u>\$216,210 00</u>

Third. And in consideration of the faithful execution of the agreement of compromise to be entered into between the two companies, the Board of Directors of the Crescent City Live-Stock Landing and Slaughter-House Company, composed of their president and eight directors, are to resign in favor of the Board of Managers of the Live-Stock Dealers and Butchers' Association of New Orleans, who will constitute the Board of Directors of the Crescent City Live-

Stock Landing and Slaughter-House Company, and to act in their official capacity until the regular election of a new Board of Directors of the Crescent City Live-Stock Landing and Slaughter-House Company, to be had on the first Monday in March, 1872.

On motion of J. T. Aycock, seconded by B. Beanbay, the president was requested to convene a meeting of the stockholders of this association by public notice in *The New Orleans Bee* and *The German Gazette*, for the 14th inst., at the hall of F. Blust, corner of Tchoupitoulas and Fourth streets, for 6 o'clock, P. M., for the purpose of submitting to them, and for their approval, the compromise about to be effected between the two companies. * * *

PAUL ESTEBEN, *President.*

—
ONE HUNDRED AND SIXTH SITTING,
March 16, 1871.

* * * In conformity with public notice inserted in *The New Orleans Bee* and *German Gazette*, a mass meeting of the stockholders of the Live-Stock Dealers and Butchers' Association of New Orleans was held at the hall of F. Blust, corner of Tchoupitoulas and Fourth, on the 14th March, 1871, at 6 o'clock P. M.

The meeting was organized by calling P. Esteben to the chair, and J. B. G. Arnoult as secretary.

The president opened the meeting by stating that he had convened the Board of Managers, who were all present, as well as the stockholders of the Live-Stock Dealers and Butchers' Association of New Orleans, so as to submit to them matters of vast importance to all of them; that he would address them in the French, and the vice-president of the association, J. T. Aycock, would address them also in the English language.

The president first called the attention of the stockholders

who were in arrears of the payment of the 11th and 12th instalments, which were both required to enable the board to take up on the 19th of the present month the note secured by mortgage on the property acquired by this association, at one year, which would be due on said day, for \$18,800, bearing eight per cent. interest from date till paid, amounting together to \$20,304; that he hoped every stockholder would come up with a good will and without delay, and pay up in due time.

The president also informed the stockholders that the Board of Managers of the Live-Stock Dealers and Butchers' Association of New Orleans were about effecting a compromise with the Crescent City Live-Stock Landing and Slaughter-House Company, but before concluding the same it had been advisable by the board to lay the matters before them, which were as follows, to wit:

First. The Crescent City Live-Stock Landing and Slaughter-House Company were to sell to the Live-Stock Dealers and Butchers' Association seven thousand five hundred shares of one hundred dollars each in the capital stock of the Crescent City Live-Stock Landing and Slaughter-House Company at the rate of twenty-five dollars and fifty cents per share.

Second. That the Live-Stock Dealers and Butchers' Association was to sell, bargain, and transfer unto the Crescent City Live-Stock Landing and Slaughter-House Company the property owned by the Live-Stock Dealers and Butchers' Association, with all the buildings and improvements thereon; also the 157 shares of \$100 in the capital stock of the Citizens' Bank of Louisiana, being the same property acquired by this association from C. Cavaroc by act passed before J. Cuvillier, notary public, on the 16th March, 1870, for the total price and sum of \$216,210, payable as follows, to wit:

1. In cash	\$25,000
2. One note of six months, with 8 per cent. from date till paid	50,000
3. One note of twelve months, with 8 per cent. from date till paid.....	50,000
4. One note of eighteen months, with 8 per cent. from date till paid.....	50,000
5. One note of twenty-four months, with 8 per cent. from date till paid	20,000
	<hr/>
	195,000
6. The purchaser to assume the stock note due the Citizens' Bank	2,410
7. The purchaser to assume the mortgage note at two years	18,800
	<hr/>
Total	\$216,210

Third. And as an additional consideration it was agreed and stipulated, to carry out the agreement of compromise, that the president and members of the board of directors of the Crescent City Live-Stock Landing and Slaughter-House Company were to resign in favor of the managers of the Live-Stock Dealers and Butchers' Association, who will constitute the board of directors of the Crescent City Live-Stock Landing and Slaughter-House Company, and to remain as such until the regular election for a new board of directors, which will be held on the 1st Monday in March, 1872.

J. T. Aycock, vice-president of the board of managers, was next called, who made an eloquent address to the assembly; in substance, his remarks were that a compromise was reluctant to his feelings, nevertheless he acquiesced to the measure of the present compromise rather than remain in the clutches of the assailants of the rights of the butchers and the uncertainty of the decision of the courts; he also very properly explained the terms and conditions of the compromise about to be effected, which were similar to those already expressed by the president.

The vice-president concluded by making an appeal to all who were interested within his hearing, to know from them in their most candid expression whether the course of the board would be justifiable in the compromise, and whether they should accept the same or not.

On motion of S. Funberg, seconded by A. Jehlen, it was unanimously resolved that the stockholders in mass meeting assembled hereby endorse and ratify the action taken by the board of managers of the Live-Stock Dealers and Butchers' Association of New Orleans in the compromise to be effected between the Crescent City Live-Stock Landing and Slaughter-House Company and the Live-Stock Dealers and Butchers' Association of New Orleans, and it was further resolved that a vote of thanks be voted to the board of managers of our association. * * *

PAUL ESTEBEN, *President.*

—
ONE HUNDRED AND SEVENTH SITTING,
March 18, 1871.

* * * The president, in the name of the committee on compromise between the Crescent City Live-Stock Landing and Slaughter-House Company and the Live-Stock Dealers and Butchers' Association, reported that the compromise had been made between the two companies on the following terms and conditions, viz :

First. That the Crescent City Live-Stock Landing and Slaughter-House Company had sold to the Live-Stock Dealers and Butchers' Association of New Orleans seven thousand five hundred shares of one hundred dollars each in the capital stock of two millions of dollars of the said Crescent City Live-Stock Landing and Slaughter-House Company, at the rate of twenty-five dollars and fifty cents per share, which was paid by the Live-Stock Dealers and Butchers' Association of New Orleans to the Crescent City Live-Stock Landing and Slaughter-House Company, amounting to the

total sum of one hundred and ninety-one thousand two hundred and fifty dollars.

Second. That he had obtained from Mr. C. Cavaroc a loan of \$191,250 to pay the said 7,500 shares, and that he had pledged said shares to Mr. C. Cavaroc, as security for the payment of said sum of \$191,250.

Third. That in his capacity of president of the Live-Stock Dealers and Butchers' Association of New Orleans, he had sold unto the Crescent City Live-Stock Landing and Slaughter-House Company, represented by Mr. C. Cavaroc, the president of said company, who is to accept the sale of the property owned by this association, together with all the buildings and improvements thereon, also 157 shares of \$100 in the capital stock of the Citizens' Bank of Louisiana, represented by a stock note of \$2,410, which is payable according to the charter of said bank, being the same property acquired by this association from Mr. C. Cavaroc by an act passed before Joseph Cuvillier, notary public, on the 16th March, 1870, for the total sum of two hundred and sixteen thousand two hundred and ten dollars, (\$216,210,) and payable in the following manner, to wit:

1. In cash, twenty-five thousand dollars.	\$25,000 00
2. In four notes, all of which bearing 8 per cent. from date till paid, the 1st payable at six months, for.	50,000 00
The 2d payable at twelve months, for.	50,000 00
The 3d payable at eighteen months, for.	50,000 00
The 4th payable at twenty-four months, for.	20,000 00
	\$195,000 00
3. In the assumption of the stock note due the Citizens' Bank.	2,410 00
4. In the assumption of the note due at 2 years.	18,800 00
	\$216,210 00

* * * * *

On motion of J. T. Aycock, seconded by A. Mailhes, the report of the president was received and approved.

* * * * *

The following resolution was offered by Wm. Fagan:

Resolved, That Paul Esteben, as president, and J. B. G. Arnoult, as secretary, of the Live-Stock Dealers and Butchers' Association of New Orleans, are hereby empowered to appear in the name of this association before Joseph Cuvillier, notary public, to sign the act of sale of the property of the Live-Stock Dealers and Butchers' Association of New Orleans to the Crescent City Live-Stock Landing and Slaughter-House Company. * * *

PAUL ESTEBEN, *President*.

—
ONE HUNDRED AND NINTH SITTING,
March 24, 1871.

* * * The president, in the name of the committee appointed at the sitting of this board, held on the 20th inst., had to report that as one of the conditions of the compromise with the Crescent City Live-Stock Landing and Slaughter-House Company, all suits and proceedings in court in which this association or any of the stockholders or butchers were a party or interested, as for or against the said Crescent City Live-Stock Landing and Slaughter-House Company, were to be dismissed, the services of our attorneys, Messrs. Campbell, Spoffard & Campbell, Cotton & Levy, and Fellows & Mills, have ceased to be any longer necessary, and their engagement with this association has been fulfilled, and they are, as it seems to your committee, entitled to the conditional fees of \$9,000, \$3,000 to each firm, as named in the agreement signed by them and Paul Esteben, president of the Butchers' Benevolent Association, and J. T. Aycock, Jas. McQuoid, Paul Esteben, and Dominique Vergez, on the 9th of April, 1869; that having conferred with said attorneys it is found to be perfectly satisfactory to them to receive \$3,000 in cash, and six notes of the members of

this association of \$1,000 each, three payable in 30 days and three in 90 days from date, for which a receipt will be given in full for all legal services rendered in the controversy between the butchers of this association as against the Crescent City Live-Stock Landing and Slaughter-House Company, they to dismiss any and all suits whenever required without further charge. * * *

J. B. GERVAIS ARNOULT, *Secretary.*

—
ONE HUNDRED AND TENTH SITTING,
April, 20, 1871.

* * * On motion of William Fagan, seconded by J. Gitzinger, it was unanimously

Resolved, That the president and secretary of this association be empowered to appear before Joseph Cuvillier, notary public, to accept and sign an act of mortgage on all the property of the Crescent City Live-Stock Landing and Slaughter-House Company, in favor of the Live-Stock Dealers and Butchers' Association of New Orleans, to secure the payment of four hundred bonds, two hundred of which of the denomination of five hundred dollars each, and two hundred of the denomination of one thousand each, bearing eight per cent. interest per annum from date till paid, said bonds amounting to the total sum of three hundred thousand dollars.

On motion of the same members, it was further unanimously

Resolved, That the president be empowered to negotiate and accept in lieu of the one hundred and seventy thousand dollars, amount of the first promissory notes secured by mortgage and vendor's privilege on the property sold by the Live-Stock Dealers and Butchers' Association of New Orleans to the Crescent City Live-Stock Landing and Slaughter-House Company, as per act passed before Joseph Cuvillier, notary public, 5th April, 1871, bonds at eighty cents on the dollar, bearing eight per cent. interest per annum

from date until paid, and payable in ten years from their respective date, all of which said bonds to be secured by mortgage on all the property of the Crescent City Live-Stock Landing and Slaughter-House Company, the interest accruing on said bonds to be paid annually to the holders of said bonds; and as an additional security for the redemption of said bonds, there shall be provided a sinking fund of one-tenth ($\frac{1}{10}$) per annum on the total sum of \$300,000, amount of the four hundred bonds above enumerated; and it was furthermore resolved that the president be instructed to receive in the settlement with the Crescent City Live-Stock Landing and Slaughter-House Company bonds as above described, to the amount of two hundred and twelve thousand five hundred dollars, (\$212,500,) as proceeds of the four mortgage notes above mentioned, amounting to \$170,000. * * *

—
ONE HUNDRED AND ELEVENTH SITTING,

April 27, 1871.

The board met pursuant to adjournment.

Present: P. Esteben, president; J. T. Aycock, vice-president; Wm. Fagan, J. P. Ronede, Wm. Maylie, A. Mailhes, B. Beanbay. Absent: L. Luch and J. Gitzinger.

The minutes of the last sitting were read and approved.

On motion of J. T. Aycock, seconded by J. P. Ronede, it was unanimously

Resolved, That the president be authorized and empowered to proceed to liquidate the affairs of the company under the fifth section of the act of incorporation, so far as the stockholders will accept the bonds of the Crescent City Live-Stock Landing and Slaughter-house Company at eighty per cent. on the dollar, and also the president be authorized to sell \$20,000 of bonds at not less than 80 per cent. on the dollar.

On motion, the board adjourned till Thursday next, May 4, 1871.

Personally appeared before me, the undersigned authority, J. T. Aycock and Wm. Fagan, of the city of New Orleans, who, being duly sworn, depose and say that they were members of the late corporation known as the Live-Stock Dealers and Butchers' Association of New Orleans, and were also members of the board of directors of said association at the time of its dissolution; they further swear that the foregoing twenty-one pages do contain true and correct extracts from the minutes of the board of directors of said association, from the 104th, 105th, 106th, 107th, 109th, 110th, and 111th sittings of said board; that said 111th sitting was the last sitting of said board, and from that date said association existed only for the purpose of liquidation.

J. T. AYCOCK,
WM. FAGAN.

Subscribed and sworn to before me, this 5th day of January, 1872.

R. H. SHANNON,
U. S. Commissioner.

AFFIDAVIT OF R. LAFONTAINE,

Filed January 11, 1872.

BUTCHERS
vs.
SLAUGHTER-HOUSE COMPANY.)

Romain Lafontaine, who resides in New Orleans, being duly sworn, deposes and says that he is a member of the Butchers' Benevolent Association of New Orleans, and has been for more than three years; affiant knows that J. T. Aycock, Paul Esteben, James M. McQuoid, and Dominique Verges, were appointed a committee of said association to manage all litigation against the Crescent City Live-Stock Landing and Slaughter-House Company, and that they had full discretion to compromise or arrange or litigate, as they

found best ; that said committee was appointed at a meeting of said association held about April, 1869 ; affiant was not present when the compromise was reported by the committee and approved by said association, but affiant heard of it from other members immediately afterwards, and all concerned were very glad that the thing was over.

R. LAFONTAINE.

Sworn and subscribed to before me, December 30, 1871.

[SEAL.]

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

AFFIDAVIT OF S. STEVENET,

Filed 11th January, 1872.

BUTCHERS)
 vs.)
SLAUGHTER-HOUSE Co.)

Simon Stevenet, who resides in New Orleans, being duly sworn, deposes and says that he is a member of the Butchers' Benevolent Association of New Orleans, and has been for more than three years ; that affiant was present at a meeting of said association held about April, 1869, when a committee, consisting of J. T. Aycock, P. Esteben, president of said association, Dominique Verges, and James McQuoid, were appointed to take charge of all litigation against the Crescent City Live-Stock Landing and Slaughter-House Company ; that said committee were entrusted with full power in the management of said litigation, and were authorized to compromise the same ; affiant knows that Wm. Fagan was afterward substituted on said committee in place of McQuoid ; affiant was present at a meeting of the said association when the compromise of March, 1871, was reported, and it met with the approval of said association at said meeting ; there were three or four hundred persons present at said meeting, and very few objected. Affiant

further says that said meeting was called by said association by advertisement calling for all its members to meet, and also inviting all persons interested in the business to be present.

SIMON STEVENET.

Sworn and subscribed to before me, December 30, 1871.
 [SEAL.] WILLIAM GRANT,
U. S. Commissioner, Dist. of La.

AFFIDAVIT OF PAUL CASTAING.

Filed 11th January, 1872.

BUTCHERS
vs. } Nos. 8, 9, 10.
 SLAUGHTER-HOUSE COMPANY. }

Paul Castaing, who resides in New Orleans, being duly sworn, deposes and says: I have lived in New Orleans for several years; that in March last, 1871, affiant was present at a meeting of the Butchers' Benevolent Association of New Orleans; that at said meeting a committee, composed of J. T. Aycock, Paul Esteben, president of said association, Wm. Fagan, and Dominique Verges, reported that they had agreed upon a compromise of all litigation with the Crescent City Live-Stock Landing and Slaughter-house Company, and that thereupon said compromise was ratified and approved by said association; that there were three or four hundred persons at said meeting; that very few objected to said compromise, which was explained by Paul Esteben, president, and met with universal approval and satisfaction; that said Esteben also explained that the bonds given for the writs of error to the Supreme Court of the United States were cancelled by said compromise.

PAUL CASTAING.

Sworn and subscribed to before me, December 30, 1871.
 [SEAL.] WILLIAM GRANT,
U. S. Commissioner, Dist. of La.

In order that the court may have everything contained in the proceedings on this branch of the case, the motion to dismiss, in type, the defendants in error have caused the following affidavits to be printed, which were filed by the plaintiffs in error, being all that has been furnished by the clerk on request for a copy of all the proceedings on the motion to dismiss, and being all that exist, so far as is known to the defendants in error :

[EXHIBIT A.]

AFFIDAVITS OF DIRECTORS OF THE BUTCHERS
BENEVOLENT ASSOCIATION.

Filed January 11, 1872.

BUTCHERS' ASSOCIATION)
 vs.
SLAUGHTER-HOUSE COMPANY.)

The undersigned, being duly sworn, say that each of them, as stated below, were members of the Butchers' Benevolent Association of New Orleans, plaintiffs in error in suits Nos. 244 and 248 of the docket of the Supreme Court of the United States for the December term of 1870, entitled the Butchers' Benevolent Association of New Orleans *vs.* The Crescent City Live-Stock Landing and Slaughter-House Company, and members of the council or board of control of said society, as hereinafter set forth, as to term of service and membership; that said council consisted of the president, vice-president, and treasurer, and of ten other members of the association; that they have examined the minutes of the association, and from their own personal knowledge, and from having in all the time set forth below been severally members, do hereby declare and make oath that no propositions of compromise of the above-entitled and numbered suits were, to their knowledge, ever made to the aforesaid council or the Butchers' Benevolent Association, and no compromise of said suits, or consent to dismiss or to discontinue the same, was ever authorized or given by said council or association, and that no such matter of compromise was ever considered by said council or by said Butch-

ers' Benevolent Association. The above affidavit is made by the several parties hereto, whose term of service and membership is as follows:

Sylvano Vergez, president of the association since 13th July, 1871, and vice-president during 1868 and 1869, and member of the association since its organization in 1866, being No. 14 on the list of members.

Solomon Firmberg, vice-president since 13th July, 1871, member of the board of council since 1868, and since November, 1867, a member of the association.

Andre Maithes is and has been a member of the council since 1868, and of the association since 1866.

Martin Lannes has been a member of the association since 1868, and of the council during 1869, 1870 and 1871.

A. Jellan, vice-president from 1st November, 1869, to 15th July, 1871, and member of the association since 1866.

J. Soulie is a member of the council, and has been since 1st November, 1868, and of the association since 1867.

S. Chanfrau has been a member of the council and association the same time as J. Soulie.

Xavier Hunt, member of the council from 1st November, 1869, to 1st November, 1871, and of the association since 1867.

B. Delat has been a member of the council since July 15, 1871, and was a member in 1869 and 1870, and of the association from the beginning.

J. M. Abadie has been a member of the council and association during the same time that B. Delat was.

Jean Soubde is a member of the council since July 15, 1871, and of the association since 1867.

Frank Sproul is a member of the council and the association for the same time that Jean Soubde was.

Pascal Lastelle is a member of the council since November 1, 1871, and of the association since 1867.

Dominique Verges was a member of the council in 1870 and 1871, and of the association since 1869.

B. Castay, is a member of the council, and has been since 1869, and of the association since 1866.

Auguste Lacose was a member of the council from November 1, 1870, to November 1, 1871, and of the associa-

tion from the commencement in 1866, and is now a member.

SYLVANO VERGES,	JEAN ABADIE,
S. FIRNBERG,	JEAN SOUBDE,
ANDRE MAILHES,	LORENZ,
A. JEHLIN,	P. LESTELLE,
IRENE SOULE,	DOMINIQUE VERGES,
SYLVANO CHANFRAU,	BERNATE CASTRAY,
XAVIER HUNT,	MARTIN LANNES,
BAZIL DULAT,	AUGUSTE LACOSE.

Sworn to and subscribed before me, this 27th day of November, A. D. 1871.

CHAS. RICE,
U. S. Commissioner, District of Louisiana.

[EXHIBIT B.]

AFFIDAVIT OF DOMINIQUE VERGES.

Filed 11th January, 1872.

PAUL ESTEBEN <i>et als.</i> , PLAINTIFFS IN ERROR,	}
<i>vs.</i>	
THE STATE OF LOUISIANA, <i>ex rel.</i> SIMEON BELDEN, ATT'Y-GEN.	

The undersigned, being duly sworn, say that they are of the plaintiffs in error in the above-entitled suit, No. 247 of the docket of the December term of 1870; that they never consented to any compromise of their rights and interest in said suit, and never authorized any person to compromise the same, or to have said suit dismissed or discontinued, but always have been desirous of having the same tried and their rights determined by the Supreme Court of the United States.

MARTIN LAUNES,
DOMINIQUE VERGES.

Sworn to and subscribed before me, this 7th day of December, A. D. 1871.

CHAS. F. RICE,
U. S. Comm'r, Dist. of La.

[EXHIBIT C.]

AFFIDAVIT OF S. FIRNBERG.

Filed 11th January, 1872.

PAUL ESTEBEN <i>et al.</i> , PLAINTIFFS IN ERROR,	} No. 9.
<i>vs.</i>	
THE STATE OF LOUISIANA, <i>ex rel.</i> SIMEON BELDEN, ATT'Y-GENERAL.	

The undersigned, being duly sworn, says that he is one of the plaintiffs in error in the above-entitled and numbered suit; that he never consented to the compromise of his individual rights or interest in said suit, nor authorized any one to compromise the same, nor did he ever consent to have said writ of error dismissed or discontinued, so far as himself individually is concerned; but has always been desirous of having the same tried and his rights determined by the Supreme Court of the United States, and still so insists.

S. FIRNBERG.

Sworn to and subscribed before me, this 7th day of December, A. D. 1871.

[SEAL.]

CHAS. F. RICE,
U S. Comm'r, Dist. of La.

[EXHIBIT D.]

AFFIDAVIT OF SYLVAN VERGES.

Filed 11th January, 1872.

THE BUTCHERS' BENEVOLENT ASSOCIATION OF NEW ORLEANS	} No. 9.
<i>vs.</i>	
THE CRESCENT CITY LIVE-STOCK LANDING AND SLAUGHTER- HOUSE COMPANY.	

Personally appeared Sylvan Verges, who, being duly sworn, deposes and says that he is the president of the Butchers' Benevolent Association, plaintiff in error, in the above-entitled and numbered cases, and has held that office since the 15th July, 1871; was vice-president during the years 1868 and 1869, a member of the council from the organization until 1st of November, 1870, and *ex-officio* from that date till his election as president in July, 1871.

That the president has not and never had the power to bind the association except as first authorized thereto by the council or association, and that Paul Esteben, as president of the association, was never authorized to compromise the suits of the Butchers' Benevolent Association *vs.* The Crescent City Live-Stock Landing and Slaughter-house Company, nor to have the writs of error in the above suits dismissed, nor did said association or its council ever sanction what he may have done in said behalf.

SYLVAN VERGEZ.

Subscribed and sworn to before me, the 18th day of December, 1871, at the city of Washington, D. C.

JAMES H. CAUSTEN,

[Not. Pub. seal.]

Notary Public.

[EXHIBIT E.]

AFFIDAVIT OF SYLVAN VERGES.

Filed January 11, 1872.

BUTCHERS' ASSOCIATION }
vs.
 SLAUGHTER-HOUSE COMPANY. }

Sylvan Verges, being duly sworn, says that the committee, consisting of Paul Esteben, Dominique Verges, J. T. Aycock, and James McQuoid, alluded to in affidavit on file on motion to dismiss, were not appointed by the society known as the Butchers' Benevolent Association, but were appointed at a mass-meeting of citizens of New Orleans, consisting of butchers, live-stock dealers, and property-holders in the neighborhood of the stock-landing and slaughter-houses, and were only instructed to take all necessary legal steps to contest in courts the claims of the Crescent City Live-Stock Landing and Slaughter-House Company to the exclusive right of carrying on the business of live-stock landing and slaughter-house, and to persist therein until said claim to exclusive privilege should be defeated; that the said committee never had any right or power to compromise any suits or to do any act by which the pretensions of the Slaughter-House Company should be at all allowed. Affiant was one of said mass-meeting; that Wm. Fagan and J. T. Aycock

are stock-dealers; that James McQuoid is long since dead; and that Dominique Verges, the other member, is the only one of said committee who was ever a member of the Butchers' Benevolent Association, and he is the same D. Verges whose affidavits have been heretofore filed as opposed to the dismissal of the slaughter-house cases.

Affiant is the president of the Butchers' Benevolent Association, is keeper and custodian of the minute books of said association, and has the same now in his possession; that the pretended action of Paul Esteben in agreeing to the dismissal of the suits in which the Butchers' Benevolent Association is a party was never reported to said Butchers' Benevolent Association or its council, was never acted upon by it, nor was any authorization to discontinue said suits, or in any way to compromise the same, ever given by the Butchers' Benevolent Association or its governing council.

SYLVAIN VERGEZ.

Sworn to in open court, this 12th day of January, 1872.
D. W. MIDDLETON, *C. S. C. U. S.*