

\$508

W. J. Cairns Esq

Dear Sir

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

Yours truly

E. H. Washington  
Secy

Wm. J. Cairns Esq

Wm. J. Cairns Esq

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Let this Bill be paid over to  
the undersigned's order even  
as the 8th day of June 10. 1855  
and when so paid over for  
June 10th 1855  
Witness C. J. Cairns  
Secy

To the Honorable the Judges of the Circuit Court  
of the United States within and for the District  
of Louisiana, sitting in Equity

Jean Pierre Larueix, <sup>of the Parish of Orleans</sup> a citizen of the Republic  
of France brings this his bill against the Cres-  
cent City Live Stock Landing and Slaughter  
House Company, <sup>a citizen of that State of Louisiana</sup> whose domicile is in the Parish  
of Orleans, and whereof Joseph Hernandez is  
President, And thereupon your orator complains  
and says:

That he has pursued the trade, calling  
and avocation of butchering animals for human  
food for many years in said Parish as a means  
of livelihood for himself and family - That in  
1869, the Legislature of the State of Louisiana  
passed an Act, being No. 118 of said year, where-  
by seventeen persons therein named and their  
successors were constituted a body politic and  
corporation to be designated as the Crescent  
City Live Stock Landing and Slaughter House  
Company who were to have on certain conditions  
named in said Act the exclusive privilege for  
twenty five years thereafter of having all the  
slaughtering of animals for human food all  
the live stock landing, yarding and stabling  
of animals for such purpose, to be done and  
carried on in their buildings, and that no person  
in the three Parishes of Orleans, Jefferson and  
St Bernard should carry on said business of  
landing, yarding, stabling and slaughtering  
animals except in the premises of the aforesaid  
company, under very heavy penalties, described in

said Act, and that each butcher slaughtering any animal in the premises of said Company, was obliged to pay to said Company, for each beef, one dollar, for hogs and calves fifty cents each, for each sheep, goat and lamb thirty cents, and the said Company were further entitled to the head, feet, gore and entrails of said animals — Your orator further shows; That before the first day of June 1869, said Company were to build and complete a grand slaughter house, of sufficient capacity to accommodate all butchers, and in which to slaughter five hundred animals per day, also that a sufficient number of sheds and stables were to be erected before the date aforementioned to accommodate all the stock received at this port, all of which to be accomplished before the date fixed for the removal of the stock landing as provided in the first section of Act No: 118 aforesaid under penalty of a forfeiture of their charter —

And your orator further shows; That whenever said slaughter houses and accessory buildings were completed and thrown open for the use of the public, the said Company or Corporation were to give public notice for thirty days in the official Journal of the State, and within said thirty days notice, and within from and after the first day of June 1869. A.D. Eighteen hundred and sixty nine, all other stock landings and slaughter houses within the Parishes of Orleans, Jefferson and St Bernard were to

be closed and it would be no longer lawful to slaughter elsewhere. — Your orator further shows; That said Company located itself and constructed its grand abattoir herein before <sup>referred</sup> ~~referred~~ to, as its principal place of business, on the right bank of the Mississippi River, in the lower part of the town of Algiers and near the Depot of the New Orleans Opelousas and Great Western Rail Road, that it gave the required notice of thirty days, and caused about one thousand butchers, of whom your orator was one, to repair to said locality in order to carry on their avocation in said grand abattoir, that your orator and the other butchers paid the fees demanded by the said Company, and removed to that location with their families, and were induced by the representations and acts of said Company, and the provisions of their charter, to believe the location was a permanent one. — Now your orator further shows; That on or about on the night of the ninth of July 1871, the said Company did suddenly destroy and abandon said grand abattoir, that it drove the butchers therein engaged out by force, that its agents threatened to arrest and shoot them if they persisted in carrying on their business at said point, that it removed all facilities for butchering from said location, to another point across the Mississippi River, five miles distant from the original location called the Caneadea Slaughter House, that it has ever since said period, from July 9<sup>th</sup> 1871, carried on its principal business at said latter point and pretends to have a right, to all its

fees, emoluments and exclusive franchises at said latter point, though its building there, was not completed by the first of June 1869, nor did the public notices, it was required to give refered to said latter location but to the original location only nor have said notices ever been recalled or vacated. And your orator further shows, that the motive of said change of location was a wanton disregard of the rights of your orator and the butchers, and that in effect the said Company did sell itself to another association located at said latter point, the Caracas Slaughter House, for purposes of speculation and profit. And your orator further shows, that certain suits arose in consequence of said removal, to which the said present City Live Stock Landing and Slaughter House Company and many of the butchers were parties, in which a final decree was rendered, recorded in 28 O. Reports p. 210 wherein the Supreme Court decide that the location of Stock Landings and Slaughter Houses was a permanent and not a temporary location, that the corporation had no authority to move the ground slaughter house which it erected, that having compelled the butchers to repair to this slaughter house to pursue their occupation, it had no right to close it, or remove it to another locality, that it could not compel the butchers to follow the Corporation to such other locality as its judgment or caprice might dictate, after having selected the original locality where it had stipulated and agreed to furnish the

necessary facilities and accommodations for slaughtering, that the Court thereupon decreed, that said Company be required to re-open the slaughter house on the right bank of the Mississippi River and afford the butchers all necessary facilities and accommodations of pursuing their occupation therein, that your orator was not a party to said suit but claims under its provisions, equitably as a butcher — And your orator further shows; That said decree and mandate became final in February 1876 being more than two years ago, and said Corporation has not obeyed it, has not re-established itself on the right bank of the Mississippi River, has not re-opened its grand abattoir, has not furnished the butchers, of whom your orator was one, the facilities and accommodations for pursuing their business, but persists in despite of said decree to remain at its illegal situs, and to require your orator to pay the fees demanded by it in its wrongful location — Your orator further avers, That he has no adequate and sufficient remedy at law, and that the Supreme Court of the State has refused to enforce the decree of their predecessors and that he has been constrained to pay under duress, the aforesaid fees to said Company since its wrongful removal more than the sum of Three Thousand dollars (\$3000) — And your orator further avers; That the said Company threatened to prosecute and imprison him or any others who might butcher elsewhere than in said Company's abattoir, and it has actually imprisoned several

persons and carried on numerous and vexatious suits, all of which actions, doings and pretences of said Company are contrary to Equity and good conscience, and tend to the manifest wrong injury and oppression of your orator in the premises and would inflict irreparable injury on him. In consideration whereof and for as much as your orator is entirely remediless in the premises according to the strict rules of law, and can only have relief in a court of Equity, where matters of this nature are properly cognizable and relievable, he brings this suit. And your orator further avers, That in Equity, since the said corporation has been illegally located as aforesaid it could not legally earn any fee, and that the aforesaid sum of Three Thousand dollars (\$3000) which he has paid to said Company has been paid wrongfully and unjustly, and was a fraud on him, and ought to be refunded to him, as money paid which could not be legally claimed, since said Company ought not to have its rights against your orator, unless he have his legal rights against the Company — And your orator further says; That said Company sometimes alleges and pretends it has rehabilitated itself on the right bank of the river, whereas your orator charges the contrary thereof to be the truth, and that its ground abattoir is despite the above decree, on the left bank of the river, and if it have put up any building on the right bank, it does not use it itself for purposes of

butchering, and that any such building is not  
of the one-tenth of the capacity required by  
its charter, and in all respects insufficient and  
calculated to become a nuisance if used and  
never has been used as a place for butchering.  
And considering the foregoing premises, your  
orator prays for the most gracious writ of Injunction,  
until a hearing shall be had in the premises,  
and the annexed bond and affidavit being con-  
sidered, that the said Crescent City Live Stock  
Landing and Slaughter House Company,  
be strictly enjoined and restrained from de-  
manding, taking or collecting any further  
fees whatsoever from your orator, his servants,  
agents or employees for the killing of any  
animal in any premises whatsoever either on  
the right or left bank of the Mississippi River  
and below the Depot of the New Orleans Pelousas  
and Great Western Rail Road on the right bank  
and below the Barracks on the left bank of  
the Mississippi River and from interfering with  
him, or any of his servants, agents or employees  
or molesting him or them in butchering  
animals below said points, and that the said  
Company be thus restrained and enjoined until  
said Company shall restore its grand abattoir  
on the right bank of the Mississippi River,  
and afford your orator and other butchers the  
means and facilities for pursuing their occu-  
pation, and that it may please your Honors  
to grant unto your orator, said most gracious  
writ of Injunction issuing out of and under

the seal of your Honorable Court, to be directed to the said Crescent City Live Stock Landing and Slaughter House Company, through Joseph Hernandez, the President thereof, the officer designated by its charter to receive citation, commanding them and each of them, to desist and refrain from proceeding further against your orator, in the matter of demanding, taking or collecting any further fees for slaughtering any animal on either bank of the river below the aforesaid limits — And that it may please your Honors to grant your orator not only the most gracious writ of Injunction issuing out of and under the seal of Your Honorable Court to be directed to the said Crescent City Live Stock Landing and Slaughter House Company to be served on said Joseph Hernandez its President to restrain said corporation touching any of the matters in question but also the writ of Subpoena of the United States to be directed to the said Company through its President, thereby commanding said Company at a certain day and under a certain pain therein to be specified personally to be and appear before Your Honors in your honorable Court and there and then to answer all and singular the premises and to submit to, perform, and abide such order and such further relief in the premises, as to your Honors shall seem meet and the nature and circumstances and equity of the case may require. And your orator shall every pray

E. H. Washington  
Solicitor

Personally appeared before me  
the undersigned Jean Pierre  
Lamont who being duly sworn  
deposes & says he is the  
author in the foregoing  
Bill in Equity for an  
Injunction & that the  
allegations therein contained  
are true & correct.

Larry Ganssori Larryille

Sworn to and Subscribed  
before me this 1<sup>st</sup> June 1878

J. H. Linn  
J. H. Linn