

UNITED STATES OF AMERICA,

STATE OF LOUISIANA,

PARISH OF ORLEANS,

CITY OF NEW ORLEANS.

BE IT KNOWN, That on this 17th. day of the month of September, in the year of our Lord, 1929.

BEFORE ME, ROBERT LEGIER, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

(1st) HON. T. SEMMES WALMSLEY, Act. Mayor of the City of New Orleans, herein appearing and acting in behalf of the City of New Orleans by virtue of the power and authority in him vested by the terms and provisions of Ordinance No. 11,243 Commission Council Series, adopted by the Commission Council of the City of New Orleans on the 23rd. day of April, 1929, a copy of which ordinance is hereto annexed and made part hereof,

(2nd) ESMOND PHELPS, of full age of majority and a resident of this City, herein appearing and acting in behalf of The Administrators of the Tulane Educational Fund, a body corporate under the laws of the State of Louisiana, under and by virtue of a resolution of said corporation adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 1929, a certified copy of which is hereto annexed and made part hereof.

(3rd) T. J. DORCEY, of full age of majority and a resident of this City, herein appearing and acting in behalf of the Board of Administrators of the Charity Hospital of New Orleans, a public board, under and by virtue of the power and authority in him vested by the terms and provisions of a resolution adopted by said Board on the 15th. day of July, 1929, a certified copy of which is hereto annexed and made part hereof.

(4th) J. A. FYNN, of full age of majority and a resident of this City, in his capacity as Division Commander of and acting in behalf of The Salvation Army, Inc., a corporation created by and exist-

ing under the laws of the State of Georgia but qualified in the State of Louisiana, under and by virtue of the power and authority in him vested by the terms and provisions of a resolution adopted by the Board of Directors of said corporation on the 29th. day of March, 1929, a certified copy of which is hereto annexed and made part hereof.

(5th) MRS. MARY J. WISNER, MISS ELIZABETH WISNER, and MRS. HARRIET ROWENA WISNER, wife of HARRY J. PENEGNY, all of full age of majority and residents of the City of New Orleans, appearing herein in their respective capacities as widow in community and executrix and sole and only heirs at law and legatees of the late Edward Wisner, deceased.

THEREUPON, said appearers declared:

That they have entered into, freely and voluntarily, the following Agreement of Compromise and Satisfaction, to-wit:

WHEREAS, by act before Robert Legier, Notary Public, dated the 4th day of August, 1914, Edward Wisner, then a resident of this City, made and executed a donation inter vivos in favor of the City of New Orleans in trust, of certain lands situated in the Parishes of Jefferson, St. John the Baptist and Lafourche, which act of donation was duly accepted in behalf of the City of New Orleans, Trustee, by Martin Behrman, then Mayor of said City, a certified copy of which act of donation is here referred to, and made part hereof for greater certainty of description of its terms, provisions and conditions;

WHEREAS, Mrs. Mary J. Wisner, Miss Elizabeth Wisner and Mrs. Harriet Rowena Wisner, wife of Harry J. Penegny, as widow in community and sole and only heirs at law, and as legatees of said Edward Wisner, on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, after the death of said Edward Wisner, instituted a suit in the Civil District Court for the Parish of Orleans, to annul and set aside and have declared void said act of donation, and to have declared their interest in said property covered by said act of donation, a certified copy of their petition in the premises being hereto annexed and made part hereof.

WHEREAS, the other parties hereto have contested, and do contest said suit on the ground that said donation in all respects was a valid and legal act of said Edward Wisner and binding on his widow in community, heirs and assigns;

WHEREAS, all of the parties hereto, in view of the uncertainty of the outcome of said suit, are desirous of effecting a compromise of said litigation and a settlement by agreement of the rights of the parties in the premises;

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants on the part of each of the parties herein contained, each promise, covenant and agreement on the part of the one being the consideration for each promise, covenant and agreement on the part of the others and each of the others, and in further consideration of the mutual concessions made by the one to the other in the settlement, compromise and adjustment of said suit and the termination of said litigation, the parties hereto have agreed as follows:

1. Mrs. Mary J. Wisner, as widow in community and as legatee under the will of the late Edward Wisner and as executrix of his will, and said Miss Elizabeth Wisner and said Mrs. Harriet Rowena Wisner, wife of Harry J. Penegny, as the forced and only heirs at law and as legatees under the will of said Edward Wisner, for themselves, their heirs, successors and assigns, do hereby in all respects ratify, confirm, approve, acquiesce in and accept, and acknowledge the validity of the act of donation made by said Edward Wisner to the City of New Orleans, aforesaid, a certified copy of which is, as aforesaid, annexed to and made part of this act and do hereby relinquish, release and forego forever, in favor of all other parties in interest, any right, claim, demand, action, cause or right of action which they have asserted in said suit, or which they may, in any respect or for any cause, be hereafter entitled to assert, respecting the validity of said donation, or respecting the rights of any party or beneficiary mentioned therein, except only insofar as the rights of said Mrs. Mary J. Wisner, Miss Elizabeth Wisner and Mrs. Harriet Rowena Wisner, wife of Harry J. Penegny are recognized, established and confirmed by this Agreement of Compromise; that upon the execution of this agreement all parties hereto will petition for the confirmation thereof by the Judge of Division " " of the Civil District Court for the Parish of Orleans, in the

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cause entitled "Mrs. Mary J. Wisner, et al, vs. City of New Orleans, et al", NO. \_\_\_\_\_ of the docket of said court, and said court shall thereupon enter its judgment adjudicating the rights of the parties hereto in accordance with this Compromise Agreement and such judgment shall be final and binding, and each and all parties hereto hereby acquiesce therein and relinquish all right of review or appeal therefrom.

2. The other parties to this agreement, for themselves, their successors and assigns, do hereby irrevocably recognize, acknowledge and declare that said Mrs. Mary J. Wisner, Miss Elizabeth Wisner and Mrs. Harriet Rowena Wisner, wife of Harry J. Peneguy, are, and each of them is recognized as beneficiaries under said act of donation of Edward Wisner to the City of New Orleans, annexed hereto, to the extent in the aggregate for the three of Forty Per Cent. (40%) of the rights, interests, revenues and profits heretofore or hereafter derived from said trust estate and of the proceeds of the trust estate when and if sold under the provisions established by said act of donation, and as entitled to the same relative rights that all other beneficiaries thereunder may have by virtue of said act of donation, with the same force and effect as if they had originally been named and declared beneficiaries under said act of donation by Edward Wisner, donor, to the extent and interest herein agreed upon.

3. That in order to readjust, clarify and definitely fix the interests of the respective beneficiaries in and under said trust, it is hereby declared and agreed that their respective interests in said trust estate are and shall be forever as follows, to-wit:

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| The City of New Orleans, as beneficiary for the uses and purposes of the several municipal, charitable and educational purposes mentioned in said Act of Donation, thirty-four and eight tenths per cent. | 34-8/10% |
| The Administrators of the Tulane Educational Fund, twelve per cent.   | 12 %     |
| The Board of Administrators of the Charity Hospital of New Orleans, twelve per cent.  | 12 %     |
| The Salvation Army of America, one and two-tenths per cent.   | 1-2/10%  |
| Mrs. Mary J. Wisner, Miss Elizabeth Wisner and Mrs. Harriet Rowena Wisner, wife of Harry J. Peneguy,  |          |

jointly, forty per cent., subject to such division between themselves, or to such trusts as they may establish and in satisfactory form notify to the City of New Orleans, Trustee

40, %

4. That in order to clear up an ambiguity in said act of donation in respect of the provision granting to the beneficiaries the right to segregate their respective proportions of said donated lands, and believing it conducive to the better administration of said trust, the parties hereto, recognized beneficiaries under said act of donation, for themselves, their heirs, successors and assigns, hereby release, abandon and forego the right of segregation conferred upon them by the terms of said act of donation, and agree that said donated property shall be held in indivision and administered by the Trustee during the trust period as a whole, and otherwise until sold in accordance with the provisions of said act of donation.

5. That believing it will conduce to a more orderly, economical and practical operation and management of said trust estate that an Advisory Committee to the Trustee should be appointed, it is agreed that the City of New Orleans will cause the Commission Council, by ordinance, to create an Advisory Commission to be known as the "EDWARD WISNER DONATION ADVISORY COMMISSION," composed of five (5) members, one, and the Chairman, to be the Mayor of the City of New Orleans, one to be selected by the Administrators of the Tulane Educational Fund, one to be selected by the Board of Administrators of the Charity Hospital of New Orleans, one by the Salvation Army of America, and one jointly by Mrs. Mary J. Wisner, Miss Elizabeth Wisner and Mrs. Harriet Rowena Wisner, wife of Harry J. Peneguy, or jointly by their heirs, administrators, executors or assigns. The right of appointment herein given may be exercised by the heirs, trustee, successors, or assigns of said parties; that the Mayor of the City of New Orleans, with the approval of the Commission Council ( or its successor body ) may act as such Trustee upon the advice and with the consent of the majority of said Commissioners, and such action, so authorized, shall be binding on all parties hereto.

THIS DONE AND PASSED in my office in said City of New Orleans, on the day, month and year first hereinabove written, in

the presence of the two undersigned competent witnesses, who have signed hereto with the said appearers and with me, Notary, after due reading of the whole.

(Original signed)

WITNESSES

L. Maret

Edith Bowden

Approved as to Form,

Bertrand I. Cahn  
City Attorney.

CITY OF NEW ORLEANS,

BY: T. S. Walmsley  
ACTING MAYOR

ADMINISTRATORS OF THE TULANE  
EDUCATIONAL FUND.

BY: Esmond Phelps  
PRESIDENT

BOARD OF ADMINISTRATORS OF THE  
CHARITY HOSPITAL OF NEW ORLEANS,

BY: T. J. Dorcey  
Member of Board.

THE SALVATION ARMY (INC.)

BY: J. Arthur Fynn

Mary J. Wisner

Clarisa Elizabeth Wisner  
by Mary J. Wisner

Harriet Rowena Wisner Peneguy

Robert Legier

Not. Pub.

A TRUE COPY.

*Robert Legier*  
*[Signature]*

A TRUE COPY

*[Signature]*  
DEPUTY CLERK CIVIL DISTRICT COURT  
PARISH OF ORLEANS  
STATE OF LA

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