The State Journal.

Lincoln, Neb.

TODAY'S EVENTS.

Epworth assembly, Lincoln park.

Lancaster county delegation meets at Capital hotel, 8 p. m.

Union Veterans' republican club and Union Veterans' union, G. A. R. hall tonight.

Regular meeting of Charity Rebekah lodge No. 2, this evening at 8 o'clock at I. O. O. F. hall. Visitors welcome. All members of the degree staff are requested to be present.

MERE MENTION.

Walton G. Roberts, undertaker. 11 & P.

Epworth league visitors should visit the Paine & Warfel clothing store. Excellent goods and reliable.

R. Nowak was yesterday fined $10 and costs for petty larceny in stealing a spoon from John Holmquist's bar.

Ensign Cogswhall and Captain Lynes of Omaha will conduct special meetings at the Salvation army tent tonight and Wednesday night in the interests of the Salvation army rescue work. A good time is promised. Seats free. Everyone welcome.

The case of the state vs. Burnett, a harness stealing charge, which came up in the court of Justice Roberts, was postponed so as to come up again August 20. The gentleman in question could not furnish the necessary bond of $300 and so will spend the ensuing time in jail.

Members of the board of education have received word that school children under ten years of age will be admitted free to the assembly grounds on Wednesday, and that children between ten and fifteen years old will be admitted for ten cents. An effort will be made to bring out a big attendance on that day.

The giving away of a buggy wheel on the corner of Tenth and O streets Sunday evening caught large crowds of Epworth leaguers who were on their way to evening service at the park. The wheel was entirely crushed and precipitated the occupants to the pavement but no one was injured as the horse stopped at once.

The clerk of the district court gives notice to attorneys interested in suits in that court that they should file all new suits which they intend to get on the next docket before the end of the present week. The clerk also desires any changes of firms to be reported to him by that time to facilitate the compilation of copy.

One of the signs that prosperity has struck this neighborhood is that rents have raised almost one-half. Houses that were considered dirt cheap a year or eighteen months ago have gone up until people consider the prices twice. Then, too, the number of empty houses has become remarkably less. It was not uncommon a year ago to see neighborhoods where every other house had a "to rent" sign tacked upon it. This is the unusual thing now.

The suit between the Reed & Braillard company and Kiser & Son, was decided yesterday by allowing the former a portion of what they sued for. The Reed & Braillard company sued the latter firm for $123 because of goods which they had purchased. Kiser & Son maintained that the goods were not up to the samples and sent them back to New York. Judgment was handed down for the company for $49.75, but costs also was included which decreases this amount to some extent.

Theodore P. Reynolds and Gust Larson each bring suit in district court against Nels B. Berggren and C. B. Reynolds. They have similar grievances. Mr. Reynolds complains that on March 31, 1897, the defendants agreed to furnish 3,000 yearling New Mexico wethers. Consideration was given and a date specified for delivery. That time has long since passed and the wethers have not been forthcoming. He asks judgment for $3,150. Gust Larson was to have received 2,000 of the same kind of animals and he wan a judgment for $6,100.

All relatives and friends of the members of Company D, First Nebraska regiment, are most cordially invited to meet with the ladies of Appomattox W. R. C. today at 2 p. m. at the residence of Mrs. Roberts, 1435 L street, to assist in preparing a box of useful articles to be sent this company. As this box is to be shipped August 20, it will require prompt action on the part of all interested. Any friends wishing to assist but not able to attend this meeting are requested to communicate with the chairman of committee, Mrs Brad P. Cook, 1648 Washington street, city.

County Treasurer Sullivan is finishing the collection of personal taxes in the First ward. Yesterday he issued a batch of distress warrants to close business with the first division of the city he has attacked. The unfortunates are: Harry S. Holcomb, 3. P. Vandolah, Charles McCoy, W. B. Meltoberts, E. L. Moore, J. K. Mixson, Lizzie West, Nels Johnson and Spencer Lindner. The treasurer has gotten work down to a science and expects to go after the residents in the other wards at a faster clip. Up to the present a collector has visited each man before a warrant was issued, but where the condition of the taxpayer is known that formality will probably be dispensed with hereafter.

Anna Mason, aged seventeen, Stella Talbot, aged sixteen, and Inez Estes, aged fifteen, ran away from the home for the friendless Saturday night and have not been heard from since. They had on several occasions expressed themselves as dissatisfied with life at the home, but not recently and never with a great deal of energy. The police were notified, but no trace of them was found further than what Officer Carnahan reported. He said he saw three girls who correspond to the description given at the Burlington ticket office purchasing tickets for Omaha. They did not arrive at Omaha and must have gotten off the train on the way. The girls escaped while the officers of the home were absent at church.

A force of twenty-five men began work yesterday morning clearing up the ruins of the Fitzgerald block, on Seventh and P streets. The trash was carted away and the brick was cleaned and piled ready for rebuilding operations. The workmen said that a two story storage house and factory was to be built for the Beatrice Creamery comany, but those in a position to know declined to make any statement. It is known that the creamery people have been figuring on the property, and it is presumed that they have arranged to secure it, or have gone so far with their negotiations as to justify starting the work of clearing up the ruins. The men worked very rapidly, as if there were pressing need of finishing the job.

"Camp Dewey" at Milford is one of the swellest places on the Blue. The deputies from the sheriff's office with their wives and children are there enjoying the pleasures of outdoor life and they insist that they have the most comfortable place because of the complete absence of mosquitoes. The person approaching the spot is at once attracted by the display of the United States and Cuban flags. A fine sign bearing the name above given is also displayed in a conspicuous place. Visitors are royally treated for the campers are expert fishermen, the ladies alone being able to furnish great quantities of fish. Deputy Sheriff Ross and family and Deputy Woodward are staying there all the time at present, the other deputies running out in the evening.

In their cloak and suit department Miller & Paine have just opened a new line of linen crash skirts; prices 75c to $2 each.

The board of education was to have held a meeting yesterday afternoon to hear each bidder on hardware explain that he was the lowest and that all others were higher. Members of the board did not seem to be pleased with the prospects of a joint debate and as less than a quorum were present the meeting was declared off. The master will probably come up at the next regular meeting.

The free silver republican county central committee was to have had a meeting last night at the Grand hotel, but the affair was declared off. It will be tried again Saturday evening. The committee is trying faithfully to find some man who is willing to stand up as a candidate against County Attorney T. C. Munger. Outsiders have suggested that they try The Journal want column.

The Lancaster county delegation to the state convention meets this evening at the Capital hotel at 8 o'clock. When the delegation met during the early part of last week it was the opinion that a meeting of the whole delegation should be called on the evening before convention. The country members will all be here then and the plans of the delegation in the convention will be outlined. The personal expression of the members at the former meeting, which was that Lancaster county would be for Hayward, has not changed since then and the Nebraska City man can count on almost a united delegation from this county.

PEOPLE YOU KNOW.

Prof. George E. Howard has returned from a few months' study in the library at Harvard university. Professor Howard during the year allowed him by the authorities of Leland Stanford university for original research, has been working in Lincoln part of the time. He went east a month of two ago to enjoy the privileges of the larger libraries there. At Cambridge, he was given a royal reception by the scholars, who, with him, are interested in historical matters. He will leave in the fall to resume his work in the western university and will be in Lincoln for a week or ten days.

Miss Edna D. Bullock returned Sunday from Lake Chautauqua. She reports the conference of librarians at Lakewood as the most successful ever held. After a two weeks' visit with her parents, Miss Bullock will go to Helena, Mont., where she has accepted one of the best library positions in the west in the public library of that city.

The wedding reception of Mr. and Mrs. W. P. F. Harris was held at their home at 2911 Washington Place, last Friday night. Owing to the dark, threatening rain clouds a large number of those invited were not able to be present. However there were about sixty who participated in the pleasure of the evening. The hours passed rapidly in singing and happy speeches until refreshments were announced. A large number of beautiful and appropriate gifts were presented by the various guests.

The Denver Hotel Bulletin gives a description of the Platte canon, and Pine Grove at which a large number of Lincoln people are summering. The accounts are numerous of drives through Elk canon to the falls, of trips to Elephant rock and Wellington lake, and of camp fires where songs and stories fill the evenings. A number of well known people of Lincoln who are there and who were prominent in the social life of the place are Miss Nella Cochrane, Miss Henrietta Hollowbush, and Mrs. D. A. Campbell and family.

Personal.

E. B. Slosson went to Omaha yesterday.

Mrs. T. H. Benton is visiting in Chicago.

M. W. Folsom went to New York city Sunday.

Don L. Love is back from a visit to Clermont, Ia.

Miss Lucy Green is visiting for a few days in Schuyler.

Mrs. F. N. Hotaling left for Mount Pleasant yesterday.

Claude Reed is spending a few days at his home in Beatrice.

Miss Elma Mark has gone to Rock Island for a brief visit.

Miss Chase Thayer of Red Oak, Ia., is visiting with friends here.

E. B. Loughridge and bride are at home after a brief wedding trip.

Mrs. H. B. Thompson and her son returned from the east yesterday.

Rev. B. O. Wade and Mrs. Wade leave today for St. Helena, California.

Miss True Earle, of one of the Salvation armies of this city, went to St. Louis yesterday.

Mrs. D. W. Murphy and Miss Nellie O'Brien of Columbus are visiting the Misses Malone.

Martin Foster and daughter leave for Portland today upon an extended tour of the Pacific coast.

George N. Porter of Unadilla, who attended the university last year, is in town looking up old friends.

Mr. and Mrs. H. H. Shedd, who have been visiting in the city for a day or two, returned to Ashland yesterday.

William Butterball left for Boulder, Colorado yesterday evening where he will remain for the rest of the summer.

Mrs. E. E. Regnier and Miss Gertrude H. Regnier are guests of Mr. and Mrs. James M. Camp, en route to the exposition.

Dr. C. F. Ladd, who spent Sunday at Friend with Mrs. Ladd and their daughter Sarah, returned yesterday to Lincoln.

J. F. Keyte left yesterday for Colorado. He will visit the principal points of interest, but will remain for the most part at Loveland.

E. O. Miller, commercial agent of the Rock Island and his brother F. L. Miller, city passenger agent, left yesterday for a visit to Chicago.

A marriage license was granted yesterday to George H. Smith, aged thirty-one and Sadie M. Hocking, aged twenty-three, both of Denton.

A. B. Bumstead, brother of L. A. Bumstead, who has been visiting in the city for a week, returned to his home at Victor, Colo., yesterday.

E. A. Gerrard of Columbus, who has been visiting with friends in Lincoln since the liberty party convention, which he attended as a delegate, returned home last evening.

Miss Della Mahan, who has been visiting with S. E. Roy and family the past week, leaves today. After visiting the exposition she will return to her home at Mitchellville, Ia.

Miss Rena Smith of Ashtabula, O., will leave for her home today after a six weeks' visit with her sister, Mrs. Dr. Starhope. Miss Smith has made many friends while in Lincoln who will welcome her return next summer.

Rev. William Manss has gone to Chicago for a month's vacation. The services of the First Congregational church will be discontinued in the morning until September 4. The evening services will occur at 7 o'clock instead of eight.

Nebraskans at the Hotels.

Capital: C. P. Hill, E. L. Beard, Virginia; Nellie Bradt, Alma Weare, Ord; D. R. Pickard and wife, Weeping Water; J. F. Winters, Red Cloud; M. Baker, Schuyler; C. M. Wilson, Tecumseh.

Lincoln: L. Jones, Columbus; G. E. A. Farrow, Fremont; Mary S. Wilson, Nebraska City; John Hinton, Fals City; C. W. Doane, Crete; W. T. Abell, Omaha.

Boyd: Henry Haseny, Tecumseh; L. Bord, Virginia; C. C. Smith, Battle Creek; George Ham, Joe Kennedy, C. Chandler, O. E. Chandler, Thomas Dee, Weeping Water; W. F. Sigler, L. D. Nichols, Table Rock; Frank Nestor, Columbus; E. H. Kiefer, Friend; F. P. Woodworth, Omaha; A. Barslow, Geneva; W. B. Perine, Wymore; Oscar Thomas, W. C. Buchanan, Hickman; August Walters, Davey; L. W. Sherman, Aurora; C. E. Lillibridge, Western; J. V. Stradley, Omaha; L. J. Alwater, Minden.

Lindell: Mrs. H. M. Shatten, Miss M. Shatten, Miss Henderson, W. E. Ackers, Wahoo; S. M. Lewis, Hastings; A. C. Wright, Elmwood; Louis Nelson, Plainview; Robert E. Moritz, Hastings; George E. Jenkins, Fairbury; A. E. Barnes, Ponca; W. E. Nichol, Minden; C. F. McGrew, E. M. Pammeter, W. P. McCreary, Hastings; W. E. Rose, Kenesaw; I. N. Kenagy, Crete; M. B. Smith, W. J. Gardiner, Clay Center; George H. Thummel, Grand Island; Chaplain Diffenbacher and wife, Eagle; Ed J. Mock, Hastings; F. Sonnenschein, D. O. Giffert, West Point; M. M. Abrams, Neligh; J. B. Ferguson, Clearwater; R. B. Schneider, Fremont; E. H. Hinshaw, Fairbury; L. H. Muman, Tobias; C. W. Kaley, Red Cloud; P. J. Carey, Wahoo; C. H. Burnard, wife and son, C. J. Wood and wife, Table Rock; Miss Hattie Thackery, Valentine; Karl Schmidt, Inland; W. H. Johnson, B. S. Baker, George Cott and son, C. L. Chaffee, C. R. Stephens, C. H. Bauffler, L. Drake, J. C. Tyrrell, Omaha.

EARNEST CHRISTIAN WORDS.

(Continued From Fifth Page)

refreshments and then see that each one gets home safely. This may be some trouble, but the one who does it will be better for having done so and more firmly win the love of the children."

Other methods were discussed and some good books to use for the juniors were discussed.

Today's Program.

Today's program is as follows:

The Morning Hours.

8:00—Business session Nebraska conference Epworth league.

9:00—School of Epworth methods, "Department Number Four," Rev. Joseph F. Berry, D. D.; the juniors in session, "Great Captains," conducted by Mrs. G. W. Isham; W. C. T. U. school of methods, subject, "Unfermented Wine," Mrs. P. O. Bentley.

The Afternoon Hours.

1:45—Assembly chorus and Tennesseans.

2:15—Lecture, "The Theology of Negro Plantation Melodies," Prof. J. W. E. Bowen, Ph. D., D. D.

4:00—Preachers' institute, subject, "Isaiah," conducted by Chancellor W. F. McDowell; school of junior methods, conducted by Mrs. J. R. Woodcock; chorus drill, conducted by Prof. W. Apmadoc.

5.00—C. L. S. C. Round Table, subject, "The Books We Read," Rev. George M. Brown; W. C. T. U. meeting at tent.

7:30—The Tennesseans and assembly chorus.

8:00—Lecture, "An Eccentric American Preacher," Chancellor W. F. McDowell.

Notes in the Woods.

The switchback has liberal patronage.

Rev. F. S. Stein is frequently seen on the grounds.

Mr. and Mrs. Wheelock of Beatrice came to the assembly yesterday.

Kesler has a representative delegation in the western part of the park.

The general headquarters tent has quite an accumulation of lost articles.

C. V. Vickery had many missionary charts hung in the tabernacle yesterday afternoon.

A number of Cuban flags have been brought into the grounds and are hung in several places.

Mrs. C. M. Woodward is on the grounds to conduct a W. C. T. U. meeting every afternoon at 5 o'clock in the union tent.

Mrs. Cobb of York and Mrs. Claflin of Ord, who are well known temperance workers in the state, have been assembly visitors.

Mrs. Charles Mona is attending the assembly and reports that she has just organized two new temperance unions in Clay county.

The W. C. T. U. women on the grounds are making a great effort to spread the work that is being done towards raising the Willard memorial fund.

The phonograph near the switchback was the center of attraction yesterday for lots of children. For a small sum one could hear several numbers.

Mrs. S. V. Bense, head of the purity department of the W. C. T. U. in Nebraska, who is attending the assembly, will go to Tamora to make an address Wednesday.

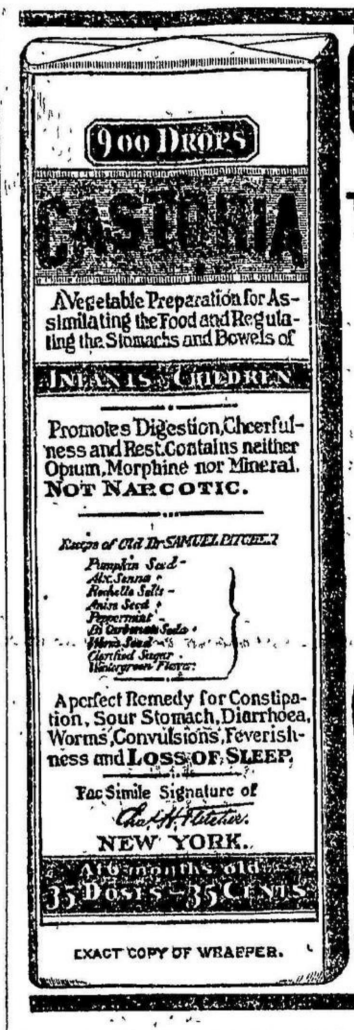
Two large hemisphere maps have been hung in the tabernacle with the motto below: "The evangelization of the world in this generation." It was placed there by some of the young missionary zealots of the assembly.

Mrs. G. W. Isham talked to the juniors yesterday morning on "Great Captains." The great leaders of the present war were spoken of. Mrs Isham has been very successful in taking war topics, as the children are all enthusiastic and give her great attention.

Two accidents with gasoline stoves were reported on Sunday. In one tent the flame from the stove caught a curtain and as a result some clothing hanging on the wall was burned up. In another tent the stove exploded owing to carelessness. No one was injured.

The educational council of Wesleyan university held a large meeting at their headquarters. John M. Stewart, secretary of the trustees, stated the needs of the school. Mrs. S. K. Daily and Mrs. L. O. Jones spoke, emphasizing the importance of the womanhood of the state taking a firm stand for the right.

A. G. Waite of Waverly, Mo., stands six feet eight inches in his stockings. He is one of a family of ten, all of whom are tall. He had a brother whose height was seven feet eight inches. The smallest in the family is a sister who stands six feet three inches.



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This great Vegetable Vitaliser, the prescription of a famous French physician, will quickly cure you of all nervous or diseases of the generative organs, such as Lost Manhood, Insomnia, Pains in the Back, Seminal Emissions, Nervous Debility, Pimples, Unfitness to Marry, Exhausting Drains, Varicocele and Constipation. It stops all losses by day or night. Prevents quickness of discharge, which if not checked leads to Spermatorrhœa and all the horrors of Impotency. CUPIDENE cleanses the liver, the kidneys and the urinary organs of all impurities.

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CUPIDENE strengthens and restores small weak organs.

The reason sufferers are not cured by Doctors is because ninety per cent are troubled with Prostatitis. CUPIDENE is the only known remedy to cure without an operation. 5000 testimonials. A written guarantee given and money returned if six boxes does not effect a permanent cure. $1.00 a box, six for $5.00, by mail. Send for FREE circular and testimonials.

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DAN LAMONT IN A WRECK.

Ex-Secretary of War Has a Narrow Escape in Washington.

SEATTLE, Aug. 8.—News has reached here that the private car of Daniel S Lamont, vice-president of the Northern Pacific road, had been badly wrecked on the Seattle & International road, between Getshell and Arlington, fifty miles from this city. Fortunately no one was hurt. While the passenger train to which the car was attached was standing still on a trestle, sixty feet high, it was run into from the rear by a freight train. The engineer of the freight train had reversed his engine and the force of the collision was not sufficient to throw the passenger train off the track. Mr. Lamont and the occupants of the car took refuge in the forward cars.

OFFICERS FIRE ON THE MOB.

Attempt Made to Rescue Negroes Unsuccessful.

TAMPA, Fla., Aug. 8.—Early this morning a mob tried to rescue three negro teamsters of the regular army incarcerated in the jail here. An army guard ordered them to desist, but the mob opened fire on the jail. A volley was poured into the crowd from the upper story of the building and several shots took effect. The wounded were carried away by their comrades and the raid was unsuccessful.

TRAIN JUMPS THE TRACK.

Three Men Killed and Many Injured In Massachusetts.

BOSTON, Aug. 8.—Three men were killed and a number of mail clerks were severely injured at Canton Junction today by an express-mail special from New York to Boston jumping the tracks. The dead are: James Sheldon, engineer, G. K. Knowlton, fireman, G. Sherfelt, engineer, riding in the cab. Injured: M. A. Buckland, Butterfield, Littlefield, Seymour and LaCounte.

Coupon No. 8.

THE DIFFERENCE.

There is a vast difference in paints. It consists mainly in the quality of materials and method of manufacture. Harrison's paints are good paints because they not only manufacture their own paints but they make their own white lead, zinc white and dry colors that enter into the manufacture of their paints. Consequently they KNOW what's in their paints. Pure materials make pure paint. Impure or adulterated materials make cheap paint. That's the difference between Harrison's paints and other paints. For sale only by

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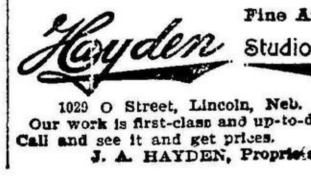
KINGSFORD'S OSWEGO CORN STARCH

for the table.

The Original, Oldest and Best.



Rat Cheese

For Rats, Mice, Roaches, and Other Vermin.

IT'S A KILLER.

After eating, all vermin seek water and the open air. Hence this killer is the most cleanly on earth.

For Sale by all Druggists. Price, 15 Cents.

NEWTON MANUFACTURING & CHEMICAL CO., 95 William Street, New York.

BEECHAM'S PILLS

Cure Sick Headache

and act like magic on a weak stomach and disordered liver.

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A Fine Set of Teeth $5

Difficult Mouths Fitted.

All Work First-Class.

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THE JOURNAL, 65c PER MONTH.

NOTICE OF SALE.

OMAHA & REPUBLICAN VALLEY RAILWAY CONSOLIDATED MORTGAGE FORECLOSURE CASES.

Notice is hereby given that pursuant to the decree of foreclosure and sale made and entered by the Circuit Court of the United States for the District of Nebraska on the 22nd day of June, 1898, in a certain cause in equity pending in said court, entitled: "The American Loan & Trust Company, Trustee, Complainant, Against the Omaha & Republican Valley Railway Company, The Union Pacific Railway Company, S. H. H. Clark, Oliver W. Mink, E. Ellery Anderson, Frederic R. Coudert, and John W. Doane, defendants," and a certain decree ancillary thereto in a cause likewise so entitled in the Circuit Court of the United States for the District of Kansas, made and entered on the 23rd day of June, 1898; and in accordance with a petition to the trustee of the Consolidated Mortgage hereinafter mentioned, petitioning said trustee to proceed to the sale of the property and franchises covered by said mortgage, which petition has been filed with the Clerk of the Circuit Court of the United States for the District of Kansas:

I, Mark H. Dunnell, as Special Master, will sell at public auction to the highest bidder or bidders upon the mortgaged premises at the station of the Omaha & Republican Valley Railway Company at the City of Lincoln, in the State of Nebraska, on Thursday, the 15th day of August, 1898, at 2 o'clock in the afternoon, all the railroad, telegraph, franchises, rights, functions, immunities, and appurtenances to the same belonging, rolling stock and property of every kind and description embraced in and covered by the Consolidated Mortgage of the Omaha & Republican Valley Railway Company, dated February 15th, 1887, and described as follows:

The lines of railway of the Omaha & Republican Valley Railway Company, extending from Manhattan, Kansas, north to the Nebraska State line; North Loup to Ord, Nebraska; Ocones to Albion, Nebraska; Genoa to Cedar Rapids; Weber to St. Paul to Loup City, Nebraska; Blue Springs Junction to Blue Springs, Nebraska; Howard to Nantasket, Nebraska; Columbus to Norfolk, Nebraska; Valley via Valparaiso to Kansas State line; Valparaiso to Stromsburg, Nebraska; Grand Island to North Loup, Nebraska; Scotia Junction to Scotia, Nebraska; in all 469.52 miles of railroad, including the road-bed and superstructure and right of way of said railroad; and all lands, real estate, rails, tracks, side tracks, bridges, viaducts, buildings, station houses, car houses, engine houses, sheds, warehouses, turntables, water stations, fences, structures, erections, fixtures, and appurtenances and all other things of whatever kind thereunto belonging or in any wise appertaining or which have been acquired or provided for use upon or in connection with the said railroad; also all the locomotives, engines, cars, and other rolling stock, equipment, machinery, instruments, tools, implements, materials, furniture, and other chattels belonging or appertaining thereto and all the corporate rights, franchises, and privileges exercised and owned by the said Omaha & Republican Valley Railway Company or possessed by it in or upon or in respect of said railway or used in the operation thereof, including such materials or supplies as have been purchased or procured for said railway by the receivers thereof in this cause or in the cause in which Oliver Ames, Second, and others are complainants (known as the Ames cause) so far as the same pertain to the portion of the said line upon which said mortgage is a first lien as found in said decrees, and also all moneys and accounts derived by the receivers appointed in this cause from the operation of said railway company's property as has been in their possession as such receivers, subject, however, to the First Mortgage of the Omaha & Republican Valley Railroad Company, dated July 1st, 1879, of which mortgage Peter B. Wyckoff and Benjamin F. Ham are trustees, so far as the same affects the property hereinbefore and in said decrees described and to the extent of the indebtedness secured by said First Mortgage.

In accordance with the terms and provisions of said decrees said property will be sold and the purchaser will take the same subject to and saving only the rights in said decrees expressly excepted and reserved, including the rights of the receivers in possession of said premises to compensation for services rendered and the payment of expenses and liabilities incurred by them in operating the railroad and telegraph; and the rights of the trustees of the First Mortgage of the Omaha & Republican Valley Railroad Company dated July 1st, 1879, to the extent and so far as the said First Mortgage affects the portion of the property which is also covered by and embraced in said Consolidated Mortgage and to the extent of the indebtedness outstanding thereunder, and the rights of those parties whose claims are assumed by the purchaser as hereinafter stated.

As provided by said decrees said property will be sold as an entirety and in one parcel. The Special Master has the right and power, and may, at the request of the complainant's solicitor, adjourn or postpone said sale from time to time, and may without further notice proceed with the sale on any day to which the same may be postponed or adjourned. The Special Master will receive no bid from any one offering to bid who shall not at the time of making such bid deposit with him as a pledge that he will make good his bid in case of its acceptance the sum of $30,000 in cash.

The Special Master will accept no bid for said mortgaged premises less than the sum of $750,000.

Within ten days after the acceptance of any bid the person or persons making the same shall deposit with the Special Master on account thereof a further sum in cash or bonds secured by said mortgage of February 15th, 1887, which sum, together with the sum already deposited as a pledge shall equal at least 15 per cent. of the accepted bid.

In case any bidder shall fail to make good his bid in case of its acceptance by the Special Master by making within ten days after such acceptance the additional deposit with or subject to the order of the Special Master as hereinabove provided, or after the confirmation of the sale shall fail to pay, as hereinafter provided, the balance due upon his said bid in consummation of his purchase, then the sums in cash or in bonds deposited by such bidder or purchaser, as hereinabove provided, shall be forfeited as a penalty for such failure, and shall be applied toward payment of the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a less price upon such resale and to any other and further purposes which the court may direct.

Any party to said cause or any holder or holders of any bonds or coupons secured by said Consolidated Mortgage of February 15th, 1887, may bid and purchase at such sale.

If any sale for which a deposit has been made shall not be confirmed by the court such deposit shall be returned to the bidder and the deposit of any unsuccessful bidder shall be returned to him when a bid has been accepted. The purchaser whose bid shall be accepted by the Special Master at such sale shall make payment in cash or bonds secured by said Consolidated Mortgage or unpaid past due coupons pertaining thereto at the rate at which said bonds and coupons shall be receivable as hereinafter provided, of the sum remaining due upon his said bid after the application of the amounts therefore deposited by him within thirty days after the confirmation of said sale. Any portion of the purchase price not hereinbefore required to be paid or deposited in cash may either be paid in cash or the purchaser may satisfy and make good his bid either in whole or in part by turning in to be cancelled bonds and coupons secured by said Consolidated Mortgage of February 15th, 1887, and the purchaser shall be credited therefor on account of the purchase price such sums as would be payable upon such bonds and coupons out of the proceeds of the sale, together with the cash in the Sinking Fund if the whole amount of the purchase price were paid in cash. Such part of the purchase price as shall not be paid in such bonds and coupons shall be paid in cash.

Any deposits and payments required by the terms of said decrees or by this notice to be made in cash may be made by delivery of a certified check or checks or a certificate or certificates of deposit upon any national bank or trust company to the order of the Special Master and satisfactory to him.

The Master in his discretion may accept temporarily instead of the manual delivery of the bonds and coupons the certificate of any trust company which he may select that it holds such bonds and coupons subject to the order of the Special Master, and will deliver them to him for cancellation or other disposition.

The purchaser or purchasers, or his or their successors or assigns, shall, as part consideration and purchase price of the property purchased and in addition to the sums required to be paid as aforesaid and paid, take the same and receive the deed thereof upon the express condition that he or they or his or their successors or assigns shall pay, satisfy, and discharge the obligations, liabilities, and charges in said decrees specified as follows:

"1st All the proper costs of this cause and the expenses of the sale herein, including the compensation and necessary expenses of the Special Master appointed to make the sale.

"2nd. Any unpaid compensation which has been or shall be allowed to the Special Master herein and to the receivers in this cause and their solicitors.

"3rd. The charges, compensation, allowances, and disbursements of the complainant and of any of the other parties to this cause entitled thereto, their solicitors, and counsel.

"4th All unpaid indebtedness and obligations, if any such there be, which shall have been legally contracted or incurred by the receivers in this cause in the operation of or on account of the property in their possession as such receivers at any time before the same shall be delivered to the purchaser or purchasers, and also any such unpaid compensation, indebtedness, obligations, and liabilities of the receivers in said Ames cause which have been or shall be allowed or legally contracted or incurred by the said receivers in the operation of the said property embraced in said mortgage of February 15th, 1887, or upon which said mortgage is a lien, which shall be properly chargeable to said property to the extent to which the revenues and assets in the hands of such receivers in said cause shall be insufficient to pay and discharge such compensation, indebtedness, obligations and liabilities in said cause.

"5th. Any indebtedness or liability contracted or incurred by the defendant The Omaha & Republican Valley Railway Company or possessed by it in or upon or in respect of said railway or used in the operation thereof, including such materials or supplies as have been purchased or procured for said railway by the receivers thereof in this cause or in the cause in which Oliver Ames, Second, and others are complainants (known as the Ames cause) so far as the same pertain to the portion of the said line upon which said mortgage is a first lien as found in said decrees, and also all moneys and accounts derived by the receivers appointed in this cause from the operation of said railway company's property as has been in their possession as such receivers, subject, however, to the First Mortgage of the Omaha & Republican Valley Railroad Company, dated July 1st, 1879, of which mortgage Peter B. Wyckoff and Benjamin F. Ham are trustees, so far as the same affects the property hereinbefore and in said decrees described and to the extent of the indebtedness secured by said First Mortgage.

In accordance with the terms and provisions of said decrees said property will be sold and the purchaser will take the same subject to and saving only the rights in said decrees expressly excepted and reserved, including the rights of the receivers in possession of said premises to compensation for services rendered and the payment of expenses and liabilities incurred by them in operating the railroad and telegraph; and the rights of the trustees of the First Mortgage of the Omaha & Republican Valley Railroad Company dated July 1st, 1879, to the extent and so far as the said First Mortgage affects the portion of the property which is also covered by and embraced in said Consolidated Mortgage and to the extent of the indebtedness outstanding thereunder, and the rights of those parties whose claims are assumed by the purchaser as hereinafter stated.

As provided by said decrees said property will be sold as an entirety and in one parcel. The Special Master has the right and power, and may, at the request of the complainant's solicitor, adjourn or postpone said sale from time to time, and may without further notice proceed with the sale on any day to which the same may be postponed or adjourned. The Special Master will receive no bid from any one offering to bid who shall not at the time of making such bid deposit with him as a pledge that he will make good his bid in case of its acceptance the sum of $30,000 in cash.

The Special Master will accept no bid for said mortgaged premises less than the sum of $750,000.

Within ten days after the acceptance of any bid the person or persons making the same shall deposit with the Special Master on account thereof a further sum in cash or bonds secured by said mortgage of February 15th, 1887, which sum, together with the sum already deposited as a pledge shall equal at least 15 per cent. of the accepted bid.

In case any bidder shall fail to make good his bid in case of its acceptance by the Special Master by making within ten days after such acceptance the additional deposit with or subject to the order of the Special Master as hereinabove provided, or after the confirmation of the sale shall fail to pay, as hereinafter provided, the balance due upon his said bid in consummation of his purchase, then the sums in cash or in bonds deposited by such bidder or purchaser, as hereinabove provided, shall be forfeited as a penalty for such failure, and shall be applied toward payment of the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a less price upon such resale and to any other and further purposes which the court may direct.

Any party to said cause or any holder or holders of any bonds or coupons secured by said Consolidated Mortgage of February 15th, 1887, may bid and purchase at such sale.

If any sale for which a deposit has been made shall not be confirmed by the court such deposit shall be returned to the bidder and the deposit of any unsuccessful bidder shall be returned to him when a bid has been accepted. The purchaser whose bid shall be accepted by the Special Master at such sale shall make payment in cash or bonds secured by said Consolidated Mortgage or unpaid past due coupons pertaining thereto at the rate at which said bonds and coupons shall be receivable as hereinafter provided, of the sum remaining due upon his said bid after the application of the amounts therefore deposited by him within thirty days after the confirmation of said sale. Any portion of the purchase price not hereinbefore required to be paid or deposited in cash may either be paid in cash or the purchaser may satisfy and make good his bid either in whole or in part by turning in to be cancelled bonds and coupons secured by said Consolidated Mortgage of February 15th, 1887, and the purchaser shall be credited therefor on account of the purchase price such sums as would be payable upon such bonds and coupons out of the proceeds of the sale, together with the cash in the Sinking Fund if the whole amount of the purchase price were paid in cash. Such part of the purchase price as shall not be paid in such bonds and coupons shall be paid in cash.

Any deposits and payments required by the terms of said decrees or by this notice to be made in cash may be made by delivery of a certified check or checks or a certificate or certificates of deposit upon any national bank or trust company to the order of the Special Master and satisfactory to him.

The Master in his discretion may accept temporarily instead of the manual delivery of the bonds and coupons the certificate of any trust company which he may select that it holds such bonds and coupons subject to the order of the Special Master, and will deliver them to him for cancellation or other disposition.

The purchaser or purchasers, or his or their successors or assigns, shall, as part consideration and purchase price of the property purchased and in addition to the sums required to be paid as aforesaid and paid, take the same and receive the deed thereof upon the express condition that he or they or his or their successors or assigns shall pay, satisfy, and discharge the obligations, liabilities, and charges in said decrees specified as follows:

"1st All the proper costs of this cause and the expenses of the sale herein, including the compensation and necessary expenses of the Special Master appointed to make the sale.

"2nd. Any unpaid compensation which has been or shall be allowed to the Special Master herein and to the receivers in this cause and their solicitors.

"3rd. The charges, compensation, allowances, and disbursements of the complainant and of any of the other parties to this cause entitled thereto, their solicitors, and counsel.

"4th All unpaid indebtedness and obligations, if any such there be, which shall have been legally contracted or incurred by the receivers in this cause in the operation of or on account of the property in their possession as such receivers at any time before the same shall be delivered to the purchaser or purchasers, and also any such unpaid compensation, indebtedness, obligations, and liabilities of the receivers in said Ames cause which have been or shall be allowed or legally contracted or incurred by the said receivers in the operation of the said property embraced in said mortgage of February 15th, 1887, or upon which said mortgage is a lien, which shall be properly chargeable to said property to the extent to which the revenues and assets in the hands of such receivers in said cause shall be insufficient to pay and discharge such compensation, indebtedness, obligations and liabilities in said cause.

"5th. Any indebtedness or liability contracted or incurred by the defendant The Omaha & Republican Valley Railway Company or by the receivers in the said Ames cause in the operation of the property covered by or embraced in said mortgage prior to the appointment of the receivers in this cause which are prior in lien to said mortgage and payment whereof was provided for by order of this court, dated December 28th, 1895, in this cause, and which shall not at the time of the delivery of such possession have been paid or satisfied out of the income and property in the hands of said receivers, upon the court adjudging the same to be prior in lien to said mortgage and directing