THE FIELD OF ELECTRICITY

State Control and Supervision of Trolley Roads in Massachusetts.

OPERATIONS OF A MODEL COMPANY

The Mystery of the Range-Finder—Military Telegraph Service—The Electric Headlight—Preserving Meat by Electricity.

An interesting process for generating electricity from coal without the intervention of the steam engine is described in the December Harper by the inventor, Dr. William M. Jacques.

Sitting before an open fire, says the writer, I have often dreamed of converting the stored-up energy of the coal into some form of energy even more useful to man than heat. We know that, theoretically at least, all of nature's forces are interconvertible; why should not the potential energy of coal be converted directly into electricity instead of heat? Could all of the energy be extracted from a single pound of coal and made to do mechanical work, this work would more than equal a day's labor of a very strong man. In the great coal fields that are distributed over the surface of the earth nature has stored up a supply of energy safely estimated to equal the hand labor of the entire population of the world continued for 1,000 years.

The most convenient and useful, because the most tractable, form of energy is electricity. In the facility with which we may at will and without waste convert it into such other form of energy as happens to be desired lies the superiority of electricity over the rest of nature's forces. Having electricity, we may easily produce heat or light, or mechanical motion, or chemical force; but electricity itself has hitherto been produced in quantities only by the use of complicated mechanism and with great waste.

Electricity is today generated by a dynamo that is turned by an engine which is operated by steam, and the steam is made from water by means of heat derived from the combustion of coal. But this is a long and circuitous process, with a large leakage at every step. Much of the energy of combustion goes up the chimney as heat or smoke; much of the heat is lost in boiling the water to make steam; much of the expansive force of the steam is wasted as it escapes from the engine; much of the power of the engine is wasted as friction; and there is some loss in the dynamo itself. Recent tests, made by a committee of the National Electric Light association, of eighty modern electric light and power plants, show that the average plant wastes 97.4 per cent and utilizes as electricity only 2.6 per cent of the energy theoretically obtainable from the coal.

ELECTRICITY DIRECT FROM COAL.

The problem then was to convert the energy of coal more directly into electricity; to do away with the dynamo and the steam engine; possibly even to do away with heat itself.

A multitude of experiments were made. In the earlier days my attempt was merely to do away with the dynamo and with steam, and convert heat into electricity. A fire of coke, burning on an insulated grate, gave some slight electrical manifestations, but they were not encouraged. Experiments with various novel forms of thermopile were tried, but a consideration of the theory of the subject soon made it evident that it was not even theoretically possible to convert more than a very small percentage of the energy of the coal into electricity in this way. The generation of electric currents by alternately heating and cooling the magnetic cores of wire coils gave no promise of efficient results. I tried nature's plan of producing lightning—the evaporation of water and continual dissipation of vapor globules—and though I succeeded in producing miniature thunderstorms, the quantity of electricity obtainable was not sufficient for any commercial use. Indeed, my researches have led me to doubt whether the total energy of a good, brisk thunderstorm, dramatic as is its display, is equal to the energy radiated from a bedroom fire. For a minute fraction of a second the force of a stroke of lightning is terrific, but its duration is so brief that, even if it could be harnessed, it would be capable of doing very little useful work. Many other plans, all of them intensely interesting from a purely scientific point of view, were tried; but from most of them no current was obtained that was economically capable of being put to any industrial use.

Nature is a coy mistress, yet she likes to be wooed, and to the diligent suitor gives occasional token of encouragement; and it happened that one day I surprised her in her secret, and discovered the way by which we may abandon even combustion and heat itself, and convert the stored-up energy of coal directly into electricity.

It came almost as a revelation that if the oxygen of the air could be made to combine with the coal under such circumstances that the production of heat could be prevented, and at the same time a conducting path could be provided in which a current of electricity might develop, the chemical affinity of the coal for the oxygen would necessarily be converted into electricity and not into heat; for any given form of energy will be converted into such other form as the surrounding conditions make most easy. Given the proper conditions, the potential energy of coal would rather convert itself into electricity than into heat.

This led to experiments in which coal was submerged in a liquid so that the oxygen of the air could not come in direct contact with the coal and produce combustion. Further, such a liquid was chosen that when air was forced through it to the coal the oxygen of the air would temporarily enter into chemical union with the liquid and then be crowded out by a further supply of oxygen and forced to combine with the coal. We may picture each successive atom of oxygen, on its way from the source of air supply through the liquid to the coal, as temporarily entering into chemical union with each of a row of atoms of the liquid, just as each successive man as he circles around in the "grand right and left" of dancing temporarily clasps hands with each of the ladies of the set. When one substance passes through another in this way it furnishes a path in which an electric current may flow, so that by causing the oxygen to combine with the carbon through the intervening liquid opportunity is furnished for an electric current to develop, and since combustion cannot take place, the chemical affinity of the coal for the oxygen is converted directly into electricity, and not into heat. Liquids which thus allow atoms of oxygen and a current of electricity to pass through them may be called "electrolytic carriers."

A DESIRABLE TELEPHONE INNOVATION.

When a busy man wants to talk over the telephone his patience is always tried to learn that the man he wishes to communicate with is "busy talking." On some much-occupied lines this may happen so often as to become a positive nuisance, and the inconvenience of it is apt to be felt in many directions. The incidental loss of money or time may fall on the called subscriber as well as the caller, as, after one or two vain endeavors to make the connection, a call is likely to be directed elsewhere. The simplest form of relief for an overtaxed line is a double-track connection with the central office—two separate lines and stations, using one for outward and the other for inward calls. Many people are now adopting this method with gratifying results. In cases where even the double track does not meet the heavy requirements of the line a subexchange system has been provided. This enables any amount of business to be coped with, whatever its volume. It consists in placing telephone stations in different offices of an establishment, as may be required. These are connected to a small switchboard from which trunk lines run to the nearest central office. The most striking point afforded by these improvements, apart from their manifest advantages, is the way in which they suggest that we are but just entering the era of luxurious telephony, and before long the telephone will be used for social, business and even conversational purposes to an extent never dreamt of.

LONG DISTANCE TELEPHONY.

According to official reports the popular use of telephones, as compared with the use of the telegraph, is in the ratio of 10 to 1. In 1894 the number of telegraph messages sent in the United States was in round figures 75,000,000, while the telephone was used 750,000,000 times.

The latter, of course, included messages in cities and between short-distance points, but the reports of the companies also show that long-distance telephony is growing with amazing strides. The receipts of the telegraph companies are already beginning to feel the effect of this new form of competition, where the sender and receiver of messages have the advantage of personal and direct communication.

It is reported that a new syndicate has entered the field with the announced intention of competing with the long-distance company for public patronage. Independent local exchanges, which now number nearly 1,000, are to be connected by long-distance wires, and the entire country is to be furnished with a network of arteries for verbal communication. The recent expiration of the main Bell patents and the present assaults on the Berliner patent by the government are apparently responsible for this prospective competition with the older concern.

Public interest in the development of long-distance telephony, says the Chicago Chronicle, is centered in the dual question of rates and service. To become genuinely popular telephone service must be cheapened. This is particularly true of long-distance service, in which the present rates are practically prohibitory, except for important business messages or in the case of the comparatively wealthy. There is no valid reason why these rates should continue in this era of development and cheapened cost of material and construction.

If competition will bring long-distance telephony within reach of the masses it will be a distinct public gain.

AN ELECTRIC POSTAL DEVICE.

The electric letter box is by no means an unfamiliar device. As the postman's mail is dropped into the street door box electric contact is made and a bell is rung in the kitchen. This is a very simple and admirable provision against the possibility of an important letter that may demand an instant reply unnoticed in the box. A variation of this device is now used for calling the attention of postal clerks to the incoming of special delivery letters. The invention, which is credited to a former letter carrier, consists of a slanting box, at the lower end of which there is a sheet of metal working on swivel joints. When a letter is dropped into the box it slides down upon the metal sheet and holds the lower edge down, thus making an electric circuit that rings a bell continuously until somebody goes to the box and lets the letter out, which is done by unhooking and raising the front part of the box.

The competition between steam and electric railroads is waxing hot in Connecticut, which has for some time been the seat of the most active contests in this matter. But it is in Ohio that the most practical solution has been made by a steam railway company—the Cincinnati, Hamilton & Dayton—which has purchased the electric roads in the city of Middletown and connected them with its own tracks, making them a part of its own system. The electric lines are to extend from Hamilton to Cincinnati, whence transfers will be issued from the railroad company's lines to those reaching the suburban cities. This is the first time a railway company has undertaken anything like the distribution of its passengers after reaching their destination.

SUPREME COURT SYLLABI.

Aetna Insurance company against Simmons. Error from Dawes county. Affirmed. Opinion by Commissioner Ragan.

Where it is assigned for error that the district court gave or refused to give certain specified instructions, if an examination discloses that the court did not err in giving or refusing to give all of the instructions named, the assignment will be overruled.

2. An assignment that a verdict is "contrary to the instructions of the court" will be overruled if it appears that the verdict is in accordance with any one of the instructions.

3. The rule of practice of this court requires a litigant who brings a judgment here for review on error to specifically state in his petition in error of what action or omission of the court he complains; and in his brief—in addition to a concise statement of the facts of the case—under appropriate headings, to allege what particular thing the district court did or refused to do which it is claimed was error, collating under such headings the arguments and citing the authorities which he deems sustain his contention.

4. Only the actions or omissions of a district court which are so specifically assigned, both in the petition in error and in the brief filed here, can be considered.

5. Every judgment brought to this court for review comes surrounded with the presumption of correctness; and this court will not search a record for the purpose of ascertaining if it contains error. The burden is upon the party complaining of the action of the district court to specifically point out what is complained of and show that it was probably prejudicially erroneous.

6. In a suit upon an insurance policy to recover the value of insured real estate wholly destroyed by fire, the sum for which said property is insured is conclusive evidence of its value. Section 43, chapter xiii, Compiled Statutes.

7. Insurance was written upon personal property to the amount of $1,150; in a suit upon the policy the jury returned a general verdict in favor of the assured for $800, and a special finding that the value of the property was $1,600. Judgment was rendered on the general verdict. Held: That the inconsistency between the general and special verdicts was not one of which the insurer could complain.

8. An insurance policy contained a provision that in case of a fire the insured within sixty days thereafter should furnish to the insurer proofs of loss. After being notified of the loss the insurer's adjuster went to the farm of the assured, examined and inquired into the loss, cause of the fire, etc.; the assured submitted to the adjuster a written memorandum of the items of property destroyed and their value; some negotiations took place between the adjuster and the assured, which resulted in the adjuster offering the assured $800 in full settlement of the loss. In a suit upon the policy the insurer interposed a defense that the policy had been procured by fraud and was void from its inception. Held: (1) That the conduct of the insurance company after being advised of the loss justified the finding of the jury that it had refused to pay the loss and waived the furnishing of proofs thereof. (2) That the insurance company waived the proofs of loss required by the policy by defending the action on the grounds that the policy had never been in force.

9. An insurance company, by denying its liability on the ground of a forfeiture of the policy by reason of a breach of warranty of the insured waives whatever right it may have had to insist upon arbitration as a means of determining the amount of the loss. Home Fire Insurance company against Kennedy, 47 Neb., 138, followed.

10. A fire insurance policy contained the following clause: "The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described and submit to examinations under oath by any person named by this company, and subscribe the same. And as often as required shall produce for examination all books of account, bills, etc., * * * at such reasonable place as may be designated by this company or its representative. * * *" A suit upon the policy was defended upon the ground that the insured had refused to submit to an examination under oath. Held: 1. Whether the refusal of the insured to submit to an examination under oath at the request of the insurer constituted a defense to the action not decided. 2. That a fair construction of the clause only required the assured to submit to any examination at such reasonable time and place as might be designated by the company or its representative. 3. That for such refusal of the insured to constitute a defense to the action it was incumbent upon the insurance company to fix a time and place and to designate some person authorized by law to administer oaths, before whom such examination could be had. 4. That the time fixed for such an examination must have been within a reasonable date after notice of the fire; the place of examination must have been a reasonably convenient one, within the county where the assured resided.

11. An insured made application in writing for insurance on certain buildings and personal property on his farm, in which he valued his dwelling at $700, his barn at $500, his milk house at $100, his household furniture at $500 butter and cheese apparatus at $600, and hay and grain at $500. The application also contained the following:

Q.—State the actual amount paid for the land.

A.—Sixteen hundred dollars.

Q.—State terms of sale.

A.—Cash.

The application also recited: "The said applicant hereby warrants, covenants and agrees * * * that the foregoing is a full, just and true exposition of all the facts and circumstances, conditions, situation and value of and title to the property to be insured, and is offered as a basis of the insurance requested, and is made a special warranty, the same as if written on the face of the policy." The application was made a part of the policy issued, and the latter contained this clause: "This entire policy shall be void if the assured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof." A suit on this policy was defended on the grounds: (a) That the statements of the assured in the application were warranties. (b) That the valuation placed by the assured on the insured property and his answers that he had paid sixteen hundred dollars cash for his land were false. Held: 1. That the application and the policy should be construed together. 2. That the statements and answers made were representations, and not warranties. 3. That in order for such representations to constitute a defense to the action, it was incumbent upon the insurance company relied and acted upon such statements.

12. A warranty in insurance law is the assertion by the assured of some fact on the literal truth of which the validity of the policy depends without regard to the materiality of such fact or the motive which prompted the assertion.

13. A representation in insurance law is also the assertion by the insured of some fact, but the validity of the policy does not depend upon the literal truth of the assertion.

14. Whether an assertion made by the insured or the existence of a fact is a warranty or representation is a question of law.

15. If a doubt exists as to whether a statement made is a warranty or representation it will be held a representation.

16. Warranties are not to be created nor extended by construction.

17. In construing a contract for the purpose of determining whether the statements made therein were intended by the parties thereto to be warranties or representations, the court will take into consideration the situation of the parties, the subject matter and the language employed, and will construe a statement made to be a warranty only when it clearly appears that such was the intention of the contracting parties; that the mind of each party consciously intended and consented that such should be the interpretation of his statements.

Farmers Mutual Insurance company against Meese. Error from Lancaster county. Affirmed. Opinion by Commissioner Irvine.

A corporation has power to compromise a doubtful claim against it, although such doubt arises in regard to the power of the corporation to enter into the contract creating the claim.

2. A mutual insurance company agreed to insure a mare against accident and at the time of the application received a premium note from the insured. The mare was injured by accident. Thereafter the company issued its policy, according to its agreement, with knowledge of the loss, and entered into arbitration to adjust the loss. An award was made, which the company did not pay. The insured, in order to avoid "further trouble and annoyance," accepted the company's promissory note for a less sum than the award, payable at a future date. The company had in the meantime collected the premium note. Held: That it was liable for the amount of the note, whether or not it had the power under the law to accept such risks.

Langan against Binfield. Appeal from Hall county. Affirmed. Opinion by Commissioner Irvine.

The statutes relating to the leasing of school lands provide, among other things, that no assignment of a lease contract shall be valid unless the same be entered of record in the office of the commissioner of public lands and buildings. Other sections provide for the forfeiture of leases for nonpayment of rent and the releasing of the land, with a further provision that the owner of any contract or lease so forfeited may redeem the same by paying all delinquencies and costs at any time before such land is again sold or leased. Held: That the provision with regard to assignments is for the protection of the state, and that no assignee obtains any right as against the state, until the assignment has been entered of record.

2. That an assignee whose assignment has not been so entered of record is not entitled to redeem from a forfeiture of the lease.

Horbach against Omaha. Appeal from Douglas county. Motion sustained. Opinion by Commissioner Irvine.

Section 311 of the Code of Civil Procedure fixes and limits the time within which proposed bills of exceptions may be submitted to the adverse party. In the absence of any order, the party excepting has for this purpose fifty days from the adjournment sine die of the term at which judgment is rendered or at which a motion for a new trial is ruled on. The court may in its discretion allow additional time, not exceeding forty days from such adjournment. Upon due showing of diligence, and not otherwise, the judge who tried the cause may further extend the time, but not beyond forty days additional.

2. The fact that the party excepting has been diligent and the delay was caused by the default of the reporter in preparing a transcript, does not authorize the submission of a bill after the expiration of eighty days from the adjournment of the term.

3. Richards against State, 22 Neb., 145, overruled on the point stated in the first paragraph of the syllabus thereof.

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"There are burglars in the house!"

"Again?"

"I'm sure that I am right this time."

"What do you want me to do?"

"Why, take a light and go downtairs, of course."

"Matilda, you're sure these are burglars this time?"

"Positive."

"Well, I'm a brave man, but I'm no philanthropist. I don't care how hard a burglar has to work, and if he wants the amusement of putting a bullet into me, he's got to take the trouble to come upstairs."

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NOTICE OF SALE.

UNITED STATES CIRCUIT COURT, DISTRICT OF NEBRASKA:

CENTRAL TRUST COMPANY OF NEW YORK, Complainant, against ST. JOSEPH & GRAND ISLAND RAILROAD COMPANY and others, Defendants.

Whereas, by decree of the circuit court of the United States, for the district of Nebraska, entered November 5th, 1895, and a decree of the circuit court of the United States for the district of Kansas, entered November 25th, 1895, and a decree of the circuit court of the United States for the western district of Missouri, western division, entered November 14th, 1895, in the suits of Central Trust Company of New York, against St. Joseph & Grand Island Railroad Company and others, it was adjudged and decreed, that the said St. Joseph & Grand Island Railroad Company, shall, within twenty days after the entry of said decree of the circuit court of the United States for the district of Nebraska, pay or cause to be paid to said complainant, Central Trust Company of New York, or to the clerk of the United States circuit court district of Nebraska, for the use and benefit of the holders of the outstanding bonds and coupons secured by the mortgage described in said decrees, the sum of $7,875,210 in gold coin of the United States, with interest thereon from the date of the entry of said decree of said last mentioned court to the day of payment; and that unless such payment shall be made within the time directed, as aforesaid, the mortgage described in the said decrees be foreclosed, and all property, rights or interest conveyed thereby, and upon which said mortgage is a lien, which said property is hereinafter particularly described, be sold as hereinafter provided and as directed by said decrees, and that under and by said sale all equity of redemption of the defendants and any and all persons claiming by, through, or under said defendants or represented by any of the parties hereto, of, in and to said mortgaged premises, property, rights and franchises and every part and parcel thereof embraced or included or intended to be included in said mortgage be foreclosed and cut off and forever barred; and that the property covered by the said mortgage shall, subject to the provisions aforesaid, and in default of the payment of the sums found to be due, as hereinbefore stated, and directed to be paid, be sold as an entirety and in one parcel without valuation, appraisement or redemption, at public auction to the highest bidder or bidders on the mortgaged premises, at the city of Hastings, Nebraska, on a day and hour to be fixed by the special master, such day and hour to be fixed in accordance with the request of the solicitors of the complainant; and that notice of the time, place and terms of sale describing briefly the property to be sold, and referring to said decrees, should be published as in said decrees directed.

And whereas, said decrees were thereafter modified by decrees duly entered in each of said courts reducing the amount of the lowest bid which may be received for the property to be sold to $3,000,000;

And whereas, neither said St. Joseph and Grand Island Railroad Company, nor any one claiming under it, or for its account, has paid or caused to be paid said sum directed to be paid as aforesaid or any sum, although more than twenty days have elapsed since the entry of said decrees;

And whereas, the solicitors of the complainant have requested the undersigned special master designated in said decrees to make and conduct said sale, to fix the 23d day of December, 1896, at 12 o'clock noon of that day, as the time for such sale.

Now, therefore, pursuant to the said decrees, order and request, I, the subscriber, special master, hereby give notice that I will, on the 23d day of December, 1896, or the day to which I may adjourn the sale, at 12 o'clock noon, on the mortgaged premises, at the depot at Hastings, Nebraska, sell at public auction to the highest bidder or bidders as an entirety and in one parcel, without valuation or appraisement or redemption, the following described railways and property, to-wit: All and singular the railroad of the St. Joseph and Grand Island Railroad Company, extending from the city of St. Joseph, in the county of Buchanan and state of Missouri, and running thence across the bridge over the Missouri river, through the counties of Doniphan, Brown, Nemaha, Marshall and Washington, in the state of Kansas, and the counties of Jefferson, Thayer, Nuckolls, Clay, Adams and Hall, in the state of Nebraska, subject to the joint use of the said track from Elwood to Troy Junction by the St. Joseph and Topeka Railroad; also the bridge aforesaid over the Missouri river connected with said railroad, at or near St. Joseph, in the state of Missouri; and also all the bridges owned or erected by the St. Joseph and Grand Island Railroad Company, and all the railroad, rights of way, lands, depot grounds, depots, station houses, engine houses, car houses, freight houses, grain houses, wood houses, coal houses and other buildings, fences, trestles, bridges and culverts, car shops, machine shops and all kinds of machinery and tools appertaining to said railroad, held or acquired for use in connection therewith, including all locomotives, tenders, cars or other rolling stock and equipment, and all implements, fuel and materials for the construction, operating, repairing or replacing the said railroad or branches, and all franchises connected with or relating to the said railroad between St. Joseph, Missouri, and Grand Island, Nebraska, and the said bridge across the Missouri river, held or acquired by the said St. Joseph & Grand Island Railroad Company, together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof, and also the estates, rights, claims, demands, titles, and interest whatsoever, as well at law as in equity, of the said St. Joseph & Grand Island Railroad Company, of, in, against and to the same; and also 5,000 shares of the stock of the St. Joseph Bridge Building Company, being the entire amount of the capital stock of said company.

Said sale shall be on the following terms:

The complainant, or any bondholder or bondholders, and any of the parties to said suit, may bid and purchase at the sale.

The said special master shall accept no bid for the property from any bidder for a sum less than three million dollars, nor from any bidder who shall not first place in his hands or deposit with him as a pledge that such bidder will make good his bid, if accepted, the sum of one hundred thousand dollars in money, or in a certified check upon a national bank, satisfactory to the special master. The deposit so received from any unsuccessful bidder will be returned to him when the property is struck down, and the deposit received from the successful bidder will be applied on account of the purchase price of the property, in case such bidder complies with the terms of sale, obeys the orders of the court regarding the same and completes his purchase. If he fail so to do, such deposit will be forfeited as a penalty for such failure and will be applied as the court may direct.

If, without fault of the bidder, any sale for which a deposit has been made shall not be confirmed by the court, such deposit shall be returned to the bidder. Unless a deposit of one hundred thousand dollars is made as aforesaid and a bid of not less than three million dollars is made at the sale, the special master shall adjourn the sale and apply to the court for further instructions.

Upon confirmation of the sale by the court, the purchaser will make such further payment or payments in cash on account of the purchase price paid, to be applied on the payment of the sums to be paid out of the proceeds of the sale, as provided in said decree of foreclosure and sale as the court may from time to time direct. The balance of the purchase price not required to be paid in cash may be paid, either in cash, or the purchaser may satisfy and make good the balance of his bid in whole or in part, by turning in to be cancelled or credited, as provided in said decrees, bonds and coupons secured by the mortgage foreclosed in said suits, and to be paid out of the proceeds of sale upon distribution thereof, as hereinafter provided, and such purchaser will be credited therefor on account of the purchase price such sums in cash as would be payable on such bonds and coupons out of the proceeds of sale, if the whole amount of the purchase price were paid in cash. All bonds and coupons that may be used in part or full payment must be surrendered to the said special master, and if the whole amount due thereon is applied upon the purchase price, will be cancelled, but if less than said whole amount is applied, then the amount so applied shall be stamped or written upon said bonds or coupons by the special master and they shall then be returned to the holder. The court reserves the right to re-sell the property on such notice as the court shall direct, in case the purchaser shall fail to make any payment on account of any unpaid balance of the purchase price within thirty days after the entry of the order requiring such payment.

The purchaser or purchasers at said sale, his or their successors or assigns, will have the right within ninety days after the confirmation of the sale and the delivery of the deed by the special master, as provided in said decrees, to elect which of the leases and contracts owned or held by the said Grand Island Railroad Company, such purchaser or purchasers, his or their representatives or assigns desire to assume and accept, and will not be held to have assumed any of said leases or contracts which he or they may elect not to assume and accept.

The purchaser or purchasers, his or their successors or assigns shall as part consideration and purchase price of the property purchased and in addition to the sum paid, take the same and receive the deed therefor upon the express condition that he or they, or his or their successors or assigns, shall pay, satisfy and discharge any unpaid compensation which has been or shall be allowed by the court to the receivers, having possession of the property above described, and all indebtedness, obligations and liabilities which have been legally contracted or incurred by said receivers in the operation or on account of the mortgaged property, at any time before the same shall be delivered to the purchaser or purchasers, and also any indebtedness and liabilities contracted or incurred by said defendant railroad company in the operation of its railroads prior to the appointment of the receivers which are prior in lien to the said mortgage foreclosed in said suits, payment whereof was provided for by the order of the circuit court of the United States for the District of Nebraska, dated August 27, 1895, and which shall not be paid or satisfied out of the income of the property in the hands of the receivers, upon the court adjudging the same to be prior to the mortgaged foreclosed in said suits, and directing payment thereof, provided, that suit be brought for the enforcement of such indebtedness, obligation or liability within the period allowed by the statute of limitations of the state of Nebraska, for the commencement of such suit thereon after such indebtedness, obligation or liability was contracted or arose.

In the event that said purchaser or purchasers shall refuse after demand to pay any such indebtedness, obligation or liability, the person holding the claim therefor, whether established in a state court or any other court of competent jurisdiction, may, upon fifteen days' notice to said purchaser or purchasers, their successors or assigns, file his petition in the circuit court of the United States for the District of Nebraska, to have any such claim enforced against the property aforesaid, in accordance with the usual practice in relation to claims of a similar character; and such purchaser or purchasers, his or their successors or assigns shall have the right to appear and make defense to any claim, debt or demand so sought to be enforced, and either party shall have the right to appeal from any judgment, decree or order made therein. Jurisdiction of this cause is retained by said court for the purpose of enforcing the foregoing provisions of said decrees, and the court reserves the right to re-take and resell said property in case the said purchaser purchasers, his or their successors or assigns, shall fail to comply with any order of the court, in respect to the payment of such prior indebtedness, obligation or liability within thirty days after service of a copy of such order directing such payment.

Such purchaser or purchasers, and his or their successors or assigns, shall have the right to enter his or their appearance in said court or in any other court, and he or they or any of the parties to said suits shall have the right to contest any claim, demand or allowance existing at the time of the sale then undetermined and any claim or demand which may arise or be presented thereafter, which would be payable by such purchaser or purchasers his or their successors or assigns, or which would be chargeable against the property purchased, in addition to the amount paid by said purchaser or purchasers at the sale, and may appeal from any decision relating to any such claim, demand or allowance.

Upon payment of the purchase price by the purchaser or purchasers of the property, or upon making such provision for the payment thereof, as the court shall approve, the purchaser or purchasers will be entitled to receive from the special master a deed conveying the property purchased to such purchaser or purchasers or his or their successors or assigns, and upon the execution and delivery of such deed the grantee thereunder will be let into the possession of the premises conveyed, and the receivers herein and any party to said suits who is in possession of any of the same are directed by said decrees to deliver such property over to the purchaser or purchasers, his or their successors or assigns, together with any property and income acquired or received by such receivers since the commencement of said suits through the management or operation of the mortgaged premises, that has not been applied or shall not be applied pursuant to the orders of the court, to the payment of expenses of operation and liabilities of the receivers and the railroad company. This possession will, nevertheless, be subject to the condition that the court may re-take and re-sell the property conveyed, in case the purchaser or purchasers, his or their successors or assigns, shall fail to pay any balance of the purchase price remaining unpaid, or to comply with any order of the court with respect to the payment of any indebtedness, obligations or liabilities, as provided in said decrees, within thirty days after the service of a copy of such order.

For further particulars, and for a more full and specific description of the property to be sold, and the terms and conditions of sale, reference is hereby made to the said decrees, and each of them on file with the clerks of the courts hereinbefore mentioned.

Dated November 12, 1896.

EDWARD SIMONTON, Special Master.

BUTLER, NOTMAN, JOLINE & MYNDERSE, Solicitors for Complainant, 54 Wall Street, New York City.

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