WANTS

Rents, Situations, Real Estate, Auction Sales, AND OTHER Classified Advertisements.

SITUATIONS WANTED—FREE.

Are you in need of work? If so, you are at liberty to use these columns for assistance in that direction. While this notice appears the State Journal will publish free on Saturday, Monday and Tuesday, for Topeka or Kansas people, all notices of "Situations Wanted," not to exceed five lines, or thirty-five words, in length, provided that all advertisements of that nature are handed in previous to 10 o'clock Saturday morning; also on Wednesday, Thursday and Friday all advertising of this class handed in by 10 o'clock Wednesday morning.

No advertisements of this nature to be started except on Saturdays and Wednesdays. No obligation is incurred on the part of the advertiser. No worthy and needy man or woman need hesitate to take advantage of this offer. No one in business or having employment is expected to take advantage of it, but all others are invited to avail themselves freely.

The Topeka State Journal guarantees every day it is printed, to give a local circulation by far more than all other Dailies combined. This makes this paper, at the cheapest, as well as the best, daily medium in Topeka, the classified advertisements below costing but

Five Cents a Line,

or 20 cents a line for a week; 50 cents by the month.

Average circulation for first six months of 1897,

11,584.

WANTED—HELP.

WANTED—A good white girl for general housework. 634 Clay st.

WANTED—A partner, active or silent, to assist in furnishing an outfit and transportation to Mexico or elsewhere; mining trip; am a surveyor and engineer and had experience in prospecting. Address R. C. Johnston, Cottonwood Falls, Kan.

WANTED—To get washing to do. 1414 East Eighth.

WANTED—A place to assist at housework; will work for a small salary. Address Miss B., care Journal.

WANTED—Washing, ironing, making or mending for family, hotel, barber or personal. Please call at or address 315 West Locust street.

WANTED—Situation, by competent woman, good cook and housekeeper; also, bright, honest boy, aged 16, would like work; where he would be appreciated. Address M. M., Oakland, Kan.

WANTED—MISCELLANEOUS.

WANTED—Boarders; best four dollar room and board in city. 215 E. Tenth.

FOR RENT—Three unfurnished rooms suitable for light housekeeping. Inquire at 618 Jackson st.

WANTED—People to know that I cure tobacco and other habits by hypnotism. No cure, no pay. Brown, 118 East 8th st.

WANTED—You to know that Fosdick's Carpet Cleaning Works have removed to 305 Kansas ave., opposite Copeland hotel, where you can get your chenille and lace curtains cleaned better than any place west of Chicago. J. H. Fosdick.

WANTED—100 cases to heal, pain reduced instantly. No relief, no pay. Brown, Magnetic healer, 118 East 8th st.

WANTED—Stock to winter; good care; $1.50 per month; stabling with grain. 43 Stanley Bros., box 911, North Topeka.

WANTED—Horses to winter. H. W. McAfee, 612 Kansas ave.

WANTED—Horses to winter, near town, good feed. Horses, this office.

WANTED—

We want to make some gilt-edged loans on farms in Shawnee county. Call on us at once.

T. E. BOWMAN & CO., Columbian Building.

WANTED—Watches to clean, 75c; clocks, 50c; mainsprings, 75c; crystals, 10c. Cash paid for old gold or silver. All work guaranteed. Old jewelry exchanged for new. If hard up, see Uncle Sam, 512 Kan. Ave.

AGENTS WANTED.

AGENTS—Quick men to visit stores; sell "machine for printing signs, in 10 colors on fences, bridges, rocks—any rough surface. Arc Co., 26 Arc St., Racine, Wis.

SALESMEN WANTED.

$30 A WEEK and expenses paid men to sell cigars on time. Experience unnecessary. The W. L. Kline Co., St. Louis, Mo.

FOR RENT—ROOMS.

FOR RENT—Two desirable unfurnished rooms with closets. 734 Jackson st.

FOR RENT—Furnished and unfurnished rooms. 228 Kansas ave.

FOR RENT—Furnished upper east front room, with large alcove; furnace heat. 421 Quincy st.

FOR RENT—Pleasant furnished rooms. Two for light housekeeping. 307 E. 8th.

FURNISHED ROOMS FOR RENT at 934 Kansas ave. Gas, heat, hot and cold water, bath and all conveniences, single or en suite.

FOR RENT—Choice store rooms and modern flats. 214 East Fifth st.

FOR RENT—HOUSES.

FOR RENT—8 room house in good repair, 1249 Polk st.

FOR SALE—MISCELLANEOUS.

FOR SALE—North Topeka Journal route of 100 subscribers. See H. Frank at 4 p. m. at Journal office.

FOR SALE—"Howe" counter scale with scoop; will weigh up to 200 pounds; or trade for groceries. 821 Kansas ave.

FOR SALE—Set of blacksmith tools and double work harness. 130 North Tyler.

FOR SALE—A fresh cow with calf by her side. 612 Buchanan.

FOR SALE—One good milk cow that will be fresh within one week. H. L. Nichols, 509 Kansas ave.

FOR SALE—One 2-seated trap sleigh, 1 good surrey and harness. Inquire at 404 Kansas ave.

FOR SALE—Parlor billiard table, 4x8 feet, in good condition, $50. Call after 6 p. m., 828 Monroe st.

FOR SALE—The furniture and fixtures of the best paying small hotel in Topeka. House now full of roomers and boarders. Will sell at a sacrifice if sold before December 16. This is a snap for anyone desiring a good paying business. For particulars inquire at room 2, 531 Kansas ave. Keith & Stevens.

MISCELLANEOUS.

TO WHOM IT MAY CONCERN:—The public is hereby notified that I, S. Elder, formerly with the Capital City Coal company, is no longer connected with said company in any capacity. All bills must be paid to R. Dietrich or J. J. Stanhilber, Capital City Coal Co., 827 Kansas ave.

NOTICE—PARTICULAR—Having moved my shop to the corner of Seventh and Jackson st., I am better prepared to repair watches, clocks and jewelry at the lowest prices. You are assured of good work when you bring your repairs to me. O. H. Baker, Watchmaker.

WANTED—To rent magic lantern and slides, Christmas eve. Box 22, Oakland.

WATER, COAL OR GAS—M. Burkett, contractor for drilling or boring; any depth to 1,000 feet. All work guaranteed first class at low prices. 509 Monroe st.

FRANK J. BROWN, 17 Columbian Bldg., has $800 to loan; has good real estate or bank stock investments. Buys and sells houses and lots.

FREE DISPENSARY of Kansas Medical College, corner of Twelfth and Tyler, is open daily except Sunday, from 1 to 2 p. m. E. M. Brockett, M. D.

McAFEE'S pure apple cider, fresh every day at 15c per gal. delivered. Send orders to 615 Kan. ave. Tel. 180.

FOR VIEWS—of residence or parlor, stock, groups, etc., or photos of any interior or outside views see Farrow, 811 Kan. Ave.

Viavi The best known remedy for women. Ladies in attendance. Kansas Viavi Co., 2 Columbian Building, Topeka.

LOST AND FOUND.

FOUND—Places to get watches and clocks cleaned for 50c. 805 Kansas ave., upstairs.

FOR SALE—REAL ESTATE.

FOR SALE—I want to sell the Cunningham hotel. It has a good trade; it is conveniently located near the Union Pacific and Rock Island depots. I will sell it a bargain, one-half cash, balance to suit purchaser. Address James Cunningham, Belleville, Kan.

FITCH & QUIGLEY, 106 West Sixth st., Topeka, Kan.—Farms, ranches, residence properties, merchandise, stocks sold and exchanged. Loans and insurance. Prompt attention to letters of inquiry.

FOR SALE OR RENT—3 room cottage with barn, in Lowman Hill; easy terms. Will take painter's work in part payment. Inquire at 33 Lincoln st., mornings or evenings.

FOR SALE—Choice vacant lots in Lowman Hill, convenient to electric cars, also near church and school. Price from $50 to $75 each. W. M. Forbes, 118 West Sixth ave.

PROPOSALS.

STONE WANTED—The board of county commissioners will, on December 14th, 1897, receive bids for rock for riprapping the piers of the new bridge. For particulars see county clerk.

CLAIRVOYANT.

ARE YOU WORRIED and discontented? Have you troubles of any kind? Is there anything you wish to know or find out about business, lawsuits, health, love or private matters? If you wish to overcome your enemies, your family troubles or financial difficulties. Do you desire to have your lost love returned, to speedy marriage with the one of your choice? If you care to know what you should do to be successful, where you should go and whom to avoid, when to buy or sell, etc., call on Prof. T. Lundo, 212 East Ninth st. Hours 9 a. m. to 8 p. m., daily and Sunday.

PSYCHOMETRY.

H. H. BROWN, minister of Soul Culture. Will heal, read character and give advice from the Spirit side of life. 118 East 8th st.

TO WHOM IT MAY CONCERN.

NOTICE—TO WHOM IT MAY CONCERN—Be it known that my petition is on file in the office of the probate court of Shawnee county, Kansas, asking for a permit to sell intoxicating liquors at 632 Kansas avenue, in the Second ward in the city of Topeka, Kansas, and the hearing of the same is set for Wednesday, 9 a. m., December 22, 1897.

G. W. STANSFIELD.

Topeka, Kansas, Nov. 6, 1897.

STORAGE.

HOUSEHOLD GOODS Packed, hauled, shipped or stored. 123 East Sixth. Tel. 186. MERCHANTS' TRANSFER AND STORAGE CO.

FLORISTS.

MRS. J. R. HAGUE, Florist, successor to R. J. Groves, 817 Kan. ave. 'Phone 602.

W. C. GROVES, successor to R. J. Groves greenhouses, 1175-79-77 Clay st., store, 321 Kansas ave, 'Phone 283.

JEWELERS.

JAMES B. HAYDEN, Jeweler and Optician. Complete stock of watches, diamonds, silverware, etc. Eyes examined and spectacles properly fitted.

TIN SHOPS.

J. M. BAIRD, hot air furnaces, galvanized and tin roofing. 216 W. 6th. Tel. 359.

ATTORNEYS-AT-LAW.

PATENT OFFICE—Registered attorney. 25 years' practice. Examinations free. E. W. Anderson, 700 Seventh st., Washington, D. C.

MONEY.

MONEY LOANED on pianos, organs, sewing machines, watches, diamonds, bicycles, typewriters and any personal property. N. B. Campbell, 605 Kansas ave.

MONEY TO LOAN on farms or city property at reasonable rates. W. M. FORBES, 116 W. 6th Ave.

LOANS on pianos, typewriters, bicycles guns, watches, diamonds and any personal property. L. Biscoe, 523 Kan. Ave.

MILO NORTON, at 408 W. Sixth ave., will make farm loans of $1,500 or over at 6 per cent interest.

AMUSEMENTS.

NEW CRAWFORD THEATER.
THURSDAY, DEC. 9.

"The first genuine artistic hit of the season."—N. Y. World.

A SOUTHERN ROMANCE

Beautiful scenery, great cast, interesting story by B. B. Valentine, founded ..... on Dolly Higbee's book.....

"IN GOD'S COUNTRY"

Entire production direct from Fifth ..... Avenue Theater, New York.....
Seats on sale Tuesday, Dec. 7, at 8 a. m.

NEW CRAWFORD THEATER.

Friday, Dec. 10.

Cosgrove & Grant's COMEDIANS

In the Rollicking Musical Farce Comedy,

THE DAZZLER.

Everything New, Bright, Funny.

Prices 25, 50, 75c, $1. Seats on sale Wednesday.

HIGH SCHOOL LECTURE COURSE

Katharine Alvord

IN

Classic Impersonations,

FRIDAY EVENING, DEC. 10.

ADMISSION 50 CENTS.

Season Tickets exchanged for Reserved Seats free.

Chart opens at Rowley & Snow's Wednesday morning at 8 o'clock.

HOROLOGIST.

SEE A. WOLF, 116 East Sixth st., when you want your watches and clocks repaired. Work guaranteed.

PHYSICIANS AND SURGEONS.

DR. C. BARNES, M. D.

Office 732 Kan. Ave. Residence 13th and Clay. Office hours: 9 a. m. to 11 a. m., and 3 p. m. to 5 p. m. Telephone 598 residence, and 16 office.

DR. EDWARD ESTERLY, M. D. EYE AND EAR. 723 Kansas ave.

DR. S. E. SHELDON, M. D. Surgery and diseases of women, with private hospital. Office No. 720 Kan. Ave.

DR. L. A. RYDER, M. D. OFFICE and residence cor. Gordon St. and Central Ave., North Topeka. 'Phone 214. Uses the Brinkerhoff system of rectal treatment, a successful and painless treatment for piles, fistula, fissure, ulceration, etc.

STAMPS, SEALS AND STENCILS

THE J. C. DARLING CO., 734 KAN. AVE., TOPEKA. Send for catalogue and prices.

FUEL AND FEED.

LEAVE your orders for coal, flour, feed and seds with Van Slyck, 509 W. 10th.

BICYCLES.

TOPEKA CYCLE CO., 112 W. 8th St.—Bicycles and sundries: bicycles and tandems for rent; repairing of all kinds.

PAVING.

FOR first-class paving, sidewalk, or building brick, dried by steam and burned in down-draft kilns, the only way good vitrified brick can be made, call on W. Edson, sec'y Kansas Pr. V. Brick & Paving Co., 116 W. 6th Ave.

Great Western Steam Dye ..and Cleaning Works

117 East Seventh Street.

Does the best work in the city of Dyeing, Cleaning and Repairing on Ladies' and Gentlemen's clothing at reasonable prices. Give us a call. SATISFACTION GUARANTEED.

C. F. RODIGER, Prop.

MISSOURI PACIFIC.

TOPEKA & FT. SCOTT ACCOM., No. 285
Leave Topeka.....8:00 a. m.
TOPEKA & FT. SCOTT ACCOM., No. 286
Arrive Topeka.....5:00 p. m.

DEAD STUCK FOR BUGS

Kills Roaches, Fleas, Moths and Bedbugs. Non-poisonous; won't stain. Large bottles, at druggists and grocers, 25 cents.

NOTICE OF SALE.

KANSAS PACIFIC RAILWAY.

Government Subsidy Mortgage Foreclosure Causes.

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 Kansas on the 30th day of July, 1897, in a certain cause in equity pending in said Court, entitled "THE UNITED STATES OF AMERICA, Complainant, against THE UNION PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the United States of America; HENRY M. ALEXANDER and JOHN F. DILLON, as Trustees; JOHN A. STEWART and JOHN P. DILLON, as Trustees; RUSSELL SAGE and GEORGE J. GOULD, as Trustees; THE MERCANTILE TRUST COMPANY, as Trustee; THE AMERICAN LOAN AND TRUST COMPANY, a corporation organized under the laws of the State of Massachusetts, as Trustee; JOHN A. STEWART and WILLIAM VANDERCOOK, Jr., as Trustees; SILAS H. H. CLARK, OLIVER W. MINK, E. ELLERY ANDERSON, FREDERIC R. COUDERT, and JOHN W. DOANE, Receivers, now in possession and operating the Railway hereinafter described, Defendants," and a certain other decree in a cause likewise so entitled, in the Circuit Court of the United States for the Western District of Missouri, also entered on said July 30th, 1897,

I, WILLIAM D. CORNISH, as special Master, will sell at public auction to the highest bidder or bidders at the station of The Union Pacific Railway Company, in the City of Topeka, in the state of Kansas, on Thursday, the 4th day of November, 1897, at eleven o'clock in the forenoon all the railroad, telegraph, franchises, rights, functions, immunities and appurtenances, to the same belonging, rolling stock and property of every kind and description mentioned in said decrees, and embraced in and covered by the subsidy mortgage and lien to the United States, being the whole line of railroad and telegraph formerly of the Union Pacific Railway Company, Eastern Division, and its successor, in name, the Kansas Pacific Railway Company, together with the equipment, fixtures, franchises, and property of every kind and description of said company, and in consideration of which subsidy bonds were issued, including the railroad and telegraph line now of The Union Pacific Railway Company, extending from the State Line between the States of Missouri and Kansas, a distance of 265 15-16 miles westwardly to a point on said railroad, together with spurs to Wyandotte and at Delpoit, and the terminal railroad property in the State of Missouri, extending from the Union Depot, or eastern terminus of the Kansas Pacific Railway, now called the Kansas Division of The Union Pacific Railway, a distance of 54 miles, to the State boundary line dividing the States of Kansas and Missouri.

In accordance with the terms and provisions of said decrees, said property will be sold, and the purchaser thereof will take the same, subject to and saving the right of the Government of the United States to have the preference at all times in the use, at fair and reasonable rates of compensation, not to exceed the compensation paid by private parties for the same kind of service of the said telegraph line and railroad for the transmission of dispatches over said telegraph line, and for transportation of mails, troops, and munitions of war, supplies and public stores upon said railroad for the Government, whenever required by the Secretary of War; and also subject to and saving the title of the American Loan and Trust Company, Trustee, shown by the Equipment Trust Indenture of the Union Pacific Railway Company to said American Loan and Trust Company, dated October 1st, 1887, to the extent and so far as said indenture affects the portion of the equipment therein embraced in the said lien of the United States, and to the extent of the outstanding purchase money indebtedness upon the $507,000 of bonds thereunder, and subject to and saving the rights and lien of the holders of the $2,240,000 outstanding bonds secured by the mortgage made by the Union Pacific Railway Company, Eastern Division, August 1st, 1895, to Henry M. Alexander and John Edgar Thomson, as trustees, and subject to and saving the rights and lien of the holders of the $4,063,000 outstanding bonds secured by the mortgage made by the said Union Pacific Railway Company, Eastern Division, dated June 1st, 1896, to John Edgar Thomson and Adolphus Meier, as trustees, and subject to and saving the right of possession and lien of the said receivers in the suit brought in said court by Russell Sage and George J. Gould, as trustees, to foreclose a mortgage under which they are trustees made by the Kansas Pacific Railway Company on the 2nd May 1st, 1879, to the extent of the right of possession of said receivers, and their lien for the payment of any deficiency in earnings under their mortgage on said railroad, if the same should, after said decrees, be found to exist and be allowed by the Court upon the settlement of their accounts.

As provided by said decrees:

Said railroad, franchises, and property embraced in said Subsidy mortgage and lien will be sold as an entirety and in one parcel.

The Special Master has the power and right to postpone the sale from time to time, and may, without further notice, proceed with the said sale on any day to which the sale may have been adjourned.

The Special Master will receive no bid from any one offering to bid who shall not have deposited with him, at his office in Omaha, Nebraska, at least five days before the date of the sale mentioned in this notice, as a pledge that he will make good his bid in case of its acceptance, the sum of $500,000 in cash.

The Special Master will accept no bid for said railroad, franchises, and property less than the sum of $2,500,000 in cash, and unless such sum shall be bid the Special Master may adjourn the sale, and apply to the Court for further instructions. Upon the acceptance of any bid the person or persons making the same shall forthwith deposit with the Special Master, to account thereof, such further sum in cash, which, together with the amount which he or they have already deposited as a pledge, shall equal fifteen per cent. (15%) of the accepted bid. In case any bidder shall fail to make good his bid upon its acceptance by the Special Master by making within five days after such acceptance the additional deposit with the Master, or, after the confirmation of said sale, shall fail to pay the balance due upon his said bid in consummation of his purchase, then the sums in cash so deposited by such bidder or purchaser will be forfeited as a penalty for such failure, and will be applied toward payment of the expenses of a resale and toward making good any deficiency that may occur. 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 first mortgage bonds 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 will be returned to the bidder, and the deposit of any unsuccessful bidder will be returned to him when a bid has been accepted. The purchaser whose bid shall have been accepted by the Special Master at said sale shall make payments in cash of the sum remaining due upon his said bid after the application thereto of the amounts therefore deposited by him, as follows: Twenty-five (25%) per cent. of said amount so remaining due on said bid shall be paid within thirty days after the confirmation of the sale; a further twenty-five (25%) per cent. of said amount shall be paid within forty days after such confirmation; a further twenty-five (25%) per cent. of said amount shall be paid within fifty days after such confirmation, and a further twenty-five (25%) per cent. of said amount shall be paid within sixty days after such confirmation: Provided, however, that the purchaser shall have the right to anticipate any or all of said payments by making the same, or any of them, at an earlier time, or earlier times, than herein stated.

The Master may accept a certified check upon, or a certificate of deposit of any National bank or trust company which is satisfactory to him, as a payment in the place of cash instead of money, in any case in which he is by the terms of said decrees required to obtain cash. The proceeds of sale received will be applied to the payment of the amount owing to the United States, whether due or not, secured by its Subsidy mortgage and lien, until said Subsidy debt shall be paid in full, and the surplus, if any, will be distributed by subsequent orders of the Court. After the sale has been confirmed the purchaser may pay the unpaid balance of his bid to the Master, or to the United States, and the receipt of the Secretary of the Treasury, or his proper subordinate, for any part of such balance shall be sufficient evidence of its payment.

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 for said decrees to be 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 the obligations, liabilities, and charges in said decrees specified as follows:

"First. All the proper costs of this cause, and all the expenses of the sale hereunder, including the compensation and necessary expenses of the Special Master appointed to make the sale. Second. The charges, compensation, allowances, and disbursements of the Complainants, and any of the other parties to this cause entitled thereto, their solicitors, and counsel.

The said costs, compensation, allowances, and disbursements shall be paid by the purchasers when they are ascertained and fixed by the Court. The purchaser, his successors, or assigns shall pay any of the claims described in said order when by the Court required, or shall pay to the Master or into the Court the moneys required to discharge the same from time to time as the Court may direct. And the Court reserves the right and retains the power and jurisdiction to take back and resell the said property in case the purchaser, his successors or assigns, fail to pay any of said claims when by it required, and in case he or they fail to pay any other part of the purchase price of said property.

That upon payment of the purchase price by the purchaser or purchasers of said property, the said Special Master will execute and deliver to him or them a sufficient deed conveying all the said railroad, telegraph, rolling stock, and property of every kind and description mentioned in said decrees, and all franchises of said railroad, telegraph, rolling stock, and property of every kind and description mentioned in said decrees found and hereinbefore stated, together with all the franchises, rights, functions, immunities, and appurtenances belonging to the said premises to such purchaser or purchasers, or his or their successors and assigns.

Upon the confirmation of such sale and the conveyance of the premises sold, the purchaser or purchasers, his or their successors and assigns, shall subject to the possession and rights of said Receivers and subject to the prior and reserved liens and rights hereinbefore mentioned, hold and enjoy the said premises and all the rights, privileges, immunities, and franchises thereto appertaining, as in said decrees provided.

For further particulars reference is made to the above mentioned decrees of said Courts, and to the reports of the Special Master filed in said causes, and referred to in said decrees.

Dated August 24th, 1897.

WILLIAM D. CORNISH, Special Master.

Joseph McKenna, Attorney General of the United States.
George Hoadly, Special Assistant to the Attorney General of the United States, No. 22 William Street, New York, N. Y.
John C. Cowin, Special Counsel for the United States, Omaha, Nebraska.

Notice of Adjournment of Sale.

The sale above noticed has been adjourned by me and will take place in the manner set forth in the foregoing notice and upon the terms and conditions therein stated on Thursday, December 16th, 1897, at eleven o'clock in the forenoon, upon the mortgaged premises at the passenger station of the Union Pacific Railway company in the city of Topeka, Kansas.

Dated November 4th, 1897.

WILLIAM D. CORNISH, Special Master.

NOTICE OF SALE.

KANSAS PACIFIC RAILWAY.

EASTERN DIVISION.

FORECLOSURE CAUSE.

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 Kansas on the 30th day of July, 1897, in a certain cause in equity pending in said Court, entitled "Henry M. Alexander and John F. Dillon, Trustees, Complainants, against The Union Pacific Railway Company, Kansas Pacific Railway Company, American Loan and Trust Company, Trustee, John A. Stewart and William Endicott, Jr., Trustees; Russell Sage and George J. Gould, Trustees; The Mercantile Trust Company, Trustee; Silas H. H. Clark, Oliver W. Mink, E. Ellery Anderson, Joun W. Doane and Frederic R. Coudert, Receivers of the property and franchises of The Union Pacific Railway Company; the United States of America, and the Chicago, Kansas and Nebraska Railway Company, Defendants," and in accordance with a petition to the trustees of the Eastern Division Mortgage hereinafter mentioned, petitioning said trustees to proceed to the sale of the property and franchises covered by said mortgage, which petition has been filed with the Clerk of said Court,

I, WILLIAM D. CORNISH, as Special Master, will sell at public auction to the highest bidder or bidders, at the passenger station of The Union Pacific Railway Company, in the City of Topeka, in the State of Kansas, on Friday, the 5th day of November, 1897, at 11 o'clock in the forenoon, all the railroad, telegraph, franchises, rights, functions, immunities and appurtenances to the said belonging, rolling stock and property of every kind and description mentioned in the said decree and embraced in and covered by the first mortgage of August 1, 1895, of the Union Pacific Railway Company, Eastern Division, to John Edgar Thomson and Henry M. Alexander, as trustees (under which Henry M. Alexander and John F. Dillon are now trustees), known as the Eastern Division mortgage, and described as follows:—

All the railroad, right of way and railroad property of The Union Pacific Railway Company, extending from a point where the same connects with the tracks of the Union Depot Company in Kansas City, Mo., about fifty one-hundredths of a mile east of the State line, between the States of Kansas and Missouri, and extending westerly through the counties of Wyandotte, Leavenworth, Douglas, Jefferson, Shawnee, Pottawattomie, Riley and Geary, in the State of Kansas, to a point 140 miles west from said State line, being a point about 1.81 miles west from Junction City, Kan., including the spur or branch line extending from the point of junction with the main line at a point about sixteen one-hundredths of a mile east of Armstrong, Kan., in a northeasterly direction to a terminus near the corporate limits of Wyandotte, Kan., Wyandotte, Kan., a distance of 2.08 miles, in all constituting a total length of main track of 142.09 miles, and the yards, terminal grounds, ship grounds, station grounds, streets, alleys and other tracts of land, tenements and hereditaments, easements and rights of way owned or acquired or appropriated by or for The Union Pacific Railway Company, or by or for said railway companies to whose rights and properties said The Union Pacific Railway Company succeeded, for the purposes of said line of railroad, including all lands so acquired or appropriated, the title to which stands in the name of trustees for said The Union Pacific Railway Company, also the shops, freight depots, office buildings, round houses and other structures and facilities upon said premises, right of way, station, terminal and other grounds pertaining to or acquired for use in connection with said railway property; also the depots, engine houses, car houses, station houses, warehouses, machine shops, roundhouses, switches, turnouts, siding and spurs constructed for or used in connection with said line of railway, also the lands, tenements and easements in lands, piles, pump houses, structures, pipe lines, appliances, facilities and easements of said railway company pertaining to the water supply upon or along said line of railroad and the tools, appliances, fixtures, materials and supplies owned or acquired for the purposes thereof; also an undivided ten per cent of all locomotives, passenger cars, Pullman sleeping cars, baggage, express, mail cars and other cars, and all other equipment and rolling stock owned by The Union Pacific Railway Company, and also an undivided ten per cent of Union Pacific Railway Company in any other equipment or rolling stock so owned or in which the said railway company has any interest so acquired or provided for or by said railway company for the purposes of said railroad and mortgaged premises or necessary for the running and operation thereof; also all the lines of telegraph, telegraph instruments, fixtures and appliances belonging to the said railway company and located upon or used in connection with said mortgaged premises; also all furniture, fixtures, appliances, apparatus, supplies and material owned, acquired or provided by said company for use in connection with said mortgaged premises, located in the various offices of said railway company upon or remote from said mortgaged premises, and also all the property of said The Union Pacific Railway Company, Eastern Division, and interests in and to property of every kind and nature, whether of the character in said decree described or otherwise, which said company owns and franchises of said The Union Pacific Railway Company, Eastern Division, or its successor, The Union Pacific Railway Company, so far as the said property, rights, interests and franchises pertain to the said mortgaged premises.

In accordance with the terms and provisions of said decree, said premises will be sold and the purchaser will take the same subject to and saving only the rights in said decree expressly excepted and reserved, including the rights of the said receivers in possession of said premises to compensation for services rendered and the payment of expenses and indebtedness incurred by them in operating the railroad and telegraph; and the right of the Government to have the preference at the use, at fair and reasonable rates of compensation not to exceed the compensation paid by private parties for the same kind of service, of the said telegraph line and railroad for the transmission of despatches over said telegraph line, and for transportation of mails, troops and munitions of war, supplies and public stores upon said railroad for the Government, whenever required by any department thereof; and the rights of the American Loan and Trust Company, as shown by the Equipment Trust Indenture of The Union Pacific Railway Company to said trust company, dated October 1, 1887, to the extent and so far as the said indenture affects the portion of the equipment therein embraced, which pertains to said mortgaged property and to the extent of the purchase money indebtedness outstanding thereunder as in said decree found; and the rights of those parties to the same assumed by the purchaser as hereinafter stated.

As provided by said decree:—

Said railroad, franchises, and property will be sold as an entirety and in one parcel. The Special Master has the power and right to postpone the said sale from time to time, and may, without further notice, proceed with said sale on any day to which the sale may have been adjourned. The Special Master will receive no bid from any one offering to bid who shall not have deposited with him, at his office in Omaha, Nebraska, at least five days before the date of sale mentioned in this notice, as a pledge that he will make good his bid in case of its acceptance, the sum of $300,000, at least one-half of which shall be in cash, and the rest may be in Eastern Division bonds secured by said mortgage. The Special Master will accept no bid for said railroad, franchises and property less than the sum of $4,500,000.

Upon the acceptance of any bid, the person or persons making the same shall forthwith deposit with the Special Master, on account thereof, a sum in cash equal to ten per cent of the accepted bid in cash; but any cash and bonds which may have been previously deposited by the successful bidder as a pledge that he would make and take good his bid will be received on account of the amount so required of him to be deposited, as aforesaid, on the acceptance of his bid. In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the Special Master, or shall fail to pay, as hereinafter specified, the balance due upon his said bid in consummation of his purchase, then the sums in cash and bonds deposited by such bidder or purchaser will be forfeited as a penalty for such failure, and will be applied toward payment of the expenses of a resale and toward 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 of said Eastern Division Mortgage Bonds 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 will be returned to the bidder, and the deposit of any unsuccessful bidder will be returned to him when a bid has been accepted. The purchaser whose bid shall have been accepted by the Special Master at said sale shall make payments in cash and Eastern Division bonds and unpaid coupons of the sum remaining due upon his said bid, after the application thereto of the amounts therefore deposited by him, as follows:—Twenty-five (25 p. c.) per cent of said amount so remaining due on said bid shall be paid within thirty days after the confirmation of the sale; a further twenty-five (25 p. c.) per cent of said amount shall be paid within forty days after such confirmation; a further twenty-five (25 p. c.) per cent of said amount shall be paid within fifty days after such confirmation; and a further twenty-five (25 p. c.) per cent of said amount shall be paid within sixty days after such confirmation: Provided, however, that the purchaser shall have the right to anticipate all or either of said payments by making the same, or any of them, at an earlier time or earlier times than herein stated. Said Eastern Division Mortgage bonds and unpaid coupons, to the extent that they shall be tendered to the Master in payment of said bid, will be accepted and taken by him in such payment at the par value thereof, together with interest unpaid and accrued thereon to the date of said decree, and such purchaser will be credited therefor, on account of the purchase price, such sum in cash as shall be required by the official of said bonds and coupons and such unpaid and accrued interest thereon, and said bonds and coupons will be received by the Master if used for payment. Such part of the purchase price as shall not be paid in said Eastern Division Mortgage Bonds shall be paid in cash. The Master may, in his discretion, accept temporarily, instead of the manual delivery of the bonds and coupons, the certificate of any trust company which he may select, or certificate of the Secretary of the Treasury that the Eastern Division bonds secured by the Eastern Division mortgage subject to the order of the Master, and will deliver the bonds and coupons on demand for cancellation or other disposition.

The payments to be made in cash will include a sum of money sufficient to be applied toward payment of all outstanding Eastern Division Mortgage bonds and coupons which shall not be presented to the Special Master in partial payment and on account of the bid of the purchaser, together with the interest accrued upon said unpresented bonds and coupons to the date of said decree. Any deposits or payments to the Special Master may be made by delivery of a certified check or or on any National Bank or trust company which is satisfactory to the Special Master. The successful bidder shall pay to the Master in first mortgage bonds and cash, or one of them, an amount sufficient to pay all the Eastern Division Mortgage bonds and interest to the date of said decree, and may pay to the Master or to the United States any balance of such bids applicable under the provisions of said decree to the payment of the subsidy debt to the United States.

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 bid, 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 decree specified as follows:

"1. All the proper costs of this cause, and all the expenses of the sale hereunder, including the compensation and necessary expenses of the Special Master appointed to make the sale. 2. The charges, compensation, allowances and disbursements of the complainants, their solicitors and counsel in this cause, as the same shall be hereafter fixed and allowed by the Court, or under its direction. 3. A sum equivalent to interest at the rate of six per cent per annum, from the date of this decree to a date of payment to be fixed by the Special Master, upon the entire amount of Eastern Division Mortgage Bonds and Coupons which shall not have been presented by the purchaser on account of his bid. 4. A sum which may be required to pay the compensation of the said Receivers for their services rendered and their expenses and liabilities incurred in operating the mortgaged railroad and telegraph after applying to the payment thereof the income that shall have been received therefrom."

The Court reserves the right to resell the property upon such notice as the Court shall direct in case the purchaser shall fail or omit to make any payments on account of any balance of the purchase price as in said decree provided, and herein stated. Said decree makes provision for the enforcement of any claim for any indebtedness or liability subject to which the mortgaged premises are sold, and jurisdiction of the cause is retained by the Court for the purposes of the provisions in that behalf of said decree, and the Court reserves the right to retake and resell said property in case the purchaser or 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 or liability within thirty days after service of a copy of judgment, decree or order requiring such payment, subject to all rights of appeal and stay of proceedings provided by law and in said decree set forth.

Upon payment of the purchase price by the purchaser or purchasers of said property, or upon the making of such provision for the payment thereof as the Court shall approve, the Special Master will execute and deliver a good and sufficient deed or deeds conveying the property purchased to such purchaser or purchasers, or his or their successors or assigns, subject to the possession and rights of the Receivers and their creditors, reserved as aforesaid, and upon the execution and delivery of such deed or deeds the grantee or grantees thereunder shall be entitled to the possession of the mortgaged premises as against all parties other than said Receivers, and they may apply to the Court for possession from the Receivers, and when such application is granted the said Receivers and any party to this cause who is in possession of any of the same, shall deliver such property over to the purchaser or purchasers, his or their successors or assigns, together with any property acquired by the said Receivers since advertising to the line of railroad in said mortgage mentioned, that has not been applied, or shall not be otherwise applied in satisfaction of claims of the Court. Such possession shall, nevertheless, be subject to the condition that the Court may retake and resell 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 other provision stated in said decree.

For further particulars reference is made to the above mentioned decree of said Court and to the report of the Special Master filed in said cause and referred to in said decree.

Dated August 26th, 1897.

WILLIAM D. CORNISH, Special Master.

C. C. DEMING, Solicitor for Complainants, No. 120 Broadway, New York, N. Y.

Notice of Adjournment of Sale.

The sale above noticed has been adjourned by me and will take place in the manner set forth in the foregoing notice and upon the terms and conditions therein stated on Friday, December 17th, 1897, at eleven o'clock in the forenoon, upon the mortgaged premises at the passenger station of the Union Pacific Railway company in the city of Topeka, Kansas.

Dated November 5th, 1897.

WILLIAM D. CORNISH, Special Master.

(First published in the Topeka State Journal December 7th, 1897.)

ORDINANCE NO. 1,941.

An ordinance to appropriate money out of the general revenue fund, fire department fund, metropolitan police fund, general improvement fund, sidewalk fund, judgment fund, opening alley Third ward fund, drain district No. 3 fund, Sixth avenue viaduct fund, sewer district No. 18 fund and sewer district No. 19 fund.

Be it ordained by the Mayor and Councilmen of the City of Topeka:

Section 1. That the sum of eleven thousand five hundred twenty-two and two-one-hundredths dollars ($11,522.02) be and is hereby appropriated out of the general revenue fund, fire department fund, metropolitan police fund, general improvement fund, sidewalk fund, judgment fund, opening alley Third ward fund, drain district No. 3 fund, Sixth avenue viaduct fund, sewer district No. 18 fund and sewer district No. 19 fund, to pay pay-rolls and claims against the city of Topeka for the month ending November 30th, 1897, viz:

General revenue fund	$1,674.46
Fire department fund	3,029.54
Metropolitan police fund	1,183.83
General improvement fund	3,056.28
Sidewalk fund	15.00
Judgment fund	272.90
Opening alley Third ward fund	41.40
Drain district No