DEFENDS STATE INSURANCE FUND

Manager Alleges Unfairness in Recent Attack by Stock Companies.

SAYS ÆTNA MAN MISQUOTED HIM

Gov. Whitman to Dismiss Complaint Against F. S. Baldwin, Is Report at Albany.

F. Spencer Baldwin, manager of the State Insurance Fund, replied yesterday to charges of unfair and discourteous treatment of the stock insurance companies made to Governor Whitman by J. S. Rowe, vice-president of the Ætna Life Insurance Company. He turns the charge of unfairness upon Mr. Rowe, and takes occasion to defend the insurance provisions of the workmen's compensation act and state fund insurance against the attack made on them by Mr. Rowe in the name of the Ætna company.

"It is an old maxim," he says, "that the accuser should have clean hands. Mr. Rowe in his charges garbles one of my sentences and quotes me as making a statement far more sweeping than I made. This hardly seems fair."

He goes on to criticise Mr. Rowe for accusing him of intent to deceive policyholders, for issuing letters and advertisements designed to discredit the state fund and for making public the charges he presented to Governor Whitman before the Governor took action.

In regard to the insurance provisions of the compensation act, attacked by Mr. Rowe as giving undue advantage to the state fund as against the stock companies, Mr. Baldwin says the provision only makes competition between the two fair and equal.

"The state fund," he says, "in order to realize the full measure of its potential usefulness to employers and employes, should be a live, active and vigorous competitor of the casualty companies. Its function is higher than serving as a convenient dumping ground for business rejected by the stock companies. The interests of the employer and employe, not the selfish interest of the stock companies, should dominate legislation governing the operations of the state fund.

"I regard it as a mandatory duty to use all legitimate resources of argument and persuasion to bring employers into the state fund and to hold them there against the pressure of stock company representatives seeking commissions and profits at the expense of employers enticed away from the state fund."

In regard to the argument that the fund offers no protection should the compensation law prove unconstitutional, Mr. Baldwin says that, since a recent opinion of the Court of Appeals sustains the act, the attempt to cast doubt on it "seems fatuous and ill advised, indicating a narrow and reactionary view."

In closing he says: "If the records of the state fund and of the stock companies in the matter of observing common standards of competitive business ethics are compared, the result will not be to the discredit of the state fund. In fact, if it is proposed to pass censure upon the party guilty of violation of these standards it is certain officials and agents of the stock companies and not the state fund that should be the object of such censure."

This reply, which was prepared at the request of the State Industrial Commission, has been sent to Governor Whitman. It is understood he has expressed his satisfaction with the statement and his intention to dismiss the charges.

JAIL AS ALIBI FREES GANGSTER

Accused of Highway Robbery, Prisoner Proves He Was in Workhouse.

Better half a year in Blackwell's than a long bit in Sing Sing. Joe Williams, whose official title as an East Side gang leader is "Joe the Wop," proved this yesterday, when he escaped a charge of highway robbery in Mount Vernon in October, 1914, and a possible twenty years "up the river" by showing that he was serving a six months' sentence on the island at the time the crime took place.

William Hobby, a brewer, of Mount Vernon, who was robbed of $5,000, positively identified Joe as one of the men who had held him up. Detectives of the New York Police Department, as well as Mount Vernon officers, were certain that he was one of the robbers. The Westchester grand jury indicted him and he was taken to the White Plains jail to await trial. Then Joe's lawyer—Rudolph Stand, of 170 Broadway—sprung his alibi, and his client was released. Probably no gangster was ever more grateful that he had been sent to jail.

New York detectives pounced upon Williams at the line-up in Police Headquarters a few days ago and held him for the Westchester authorities. When the Mount Vernon police came to get him they brought with them Mr. Hobby, the victim of the robbery. Out of a line of twenty-five men that man picked Joe as his assailant.

"I could never forget that face," he said positively.

After he had protested that he was innocent the gangster summoned a lawyer and told him his alibi. Mr. Stand looked up the records and found that "Joe the Wop" had been sentenced to Blackwell's by Judge Wadhams in May, 1914, and that he had been discharged from the Island in December of the same year. When he presented these before Judge Platt in White Plains yesterday and demanded his client's release the judge was forced to comply.

WALSH 'MENDACIOUS,' GOVERNOR CHARGES

Colorado's Executive Calls Commissioner a "Mountebank."

Denver, Aug. 29.—Governor George A. Carlson to-night issued a statement, charging that Frank P. Walsh, chairman of the Federal Commission on Industrial Relations, had spread "mendacious statements" regarding the political and industrial condition in Colorado.

"Mr. Walsh, with vicious and subtle cunning, is imputing the domination of Rockefeller to an overwhelming majority of Colorado's citizens," the Governor says. "With the sophistry of the mountebank and the prestige of Federal authority, he slyly seeks to transfer to our people the prejudices of the nation against this man of wealth.

"After a series of million dollar operabouffe hearings, he would convey to the nation the idea that the majority of our citizens, who in the last election registered their protest against violence in labor disputes, had no knowledge of the facts or were corruptly influenced."

After declaring that the people of the state at the 1914 election deliberately decided against strike violence, the Governor continued:

"By nature a mountebank and a sensationalist, he (Walsh) did not tell the truth because the truth concerning Colorado is not wanted by the yellow press of the nation and those anarchistic elements whom he represents."

Call Commission's Report More Momentous than War

Praise of the recommendation made by the United States Commission on Industrial Relations that taxes be taken off the products of labor and levied on land values is expressed by the Society to Lower Rents and Reduce Taxes on Homes.

"More momentous than the world war," the society's statement says, "is this recommendation that the land shall belong to the users and not to the loafers of the country, so that industrial and economic peace may be restored."

BULLOCK RAPS TIRED ALDERMEN

Says $3,000,000 Debt Was Piled Up While They Rusticated.

The Board of Aldermen is accused of having failed in its public duty and broken the law, in an open letter sent to George McAneny, president of the board, by William Bullock, director of the Bureau of City Inquiry. The specific violation charged by Mr. Bullock is that while the Aldermen were away on their eleven weeks' vacation this and last year, corporate stock to the amount of $2,747,752 has been voted by the Board of Estimate and Apportionment and added to the city debt without the final and controlling action thereon by the Board of Aldermen called for by the city charter.

Mr. Bullock said in part: "The charter allows six weeks for action by the Board of Aldermen on corporate stock appropriations. On September 16 an additional $458,914 in corporate stock will become a tax burden without action by your board. The two prolonged vacations voted themselves by the Aldermen, therefore, will have added $3,205,914 to the city debt without any of the many items making up this sum having received the slightest attention of your board.

"The average vacation in city departments is two and sometimes three weeks. The Aldermen with their eleven weeks receive $33,000 in salaries, or $500 for each working day in the period. This outlay represents part of the loss to the taxpayers, apart from the board's failure to vote on or consider in any way the corporate stock issues in excess of $3,200,000."

SUGAR BOMB PLOT PRISONERS HELD

Police Hunt More Men Involved by Their Confessions.

More arrests are expected in the bomb plot in which seven men were arrested Saturday on charges of stealing sugar from the holds of vessels bound to England and France and leaving bombs in its place. It is understood that confessions by two of the captives implicates several others, and the police are searching for them.

The seven prisoners were arraigned yesterday morning in West Side court and held by Magistrate McQuade at $3,000 bail for further examination Tuesday. They were charged with grand larceny, but detectives who brought them to court told the magistrate a more serious accusation might be substituted.

Whether, as the men asserted when arrested, the bombs were placed in the hold of the steamer to divert attention from the sugar thefts or whether the sugar was stolen for the purpose of concealing the presence of the bombs is not known. The police were reticent yesterday when questioned concerning the possibility of a German plot. They refused to give information on the ground that acting Captain Tunney was the only one authorized to make a statement concerning the affair. He could not be reached during the day.

Color is lent to the plot theory by the fact that the infernal machines discovered in the holds of vessels bear a striking similarity to those manufactured by Frank Holt, the would-be assassin of J. P. Morgan, one of whose bombs was exploded in the Capitol at Washington.

URGES "BAD" BOY CLEARING HOUSE

Wallstein Wants Change in Dealing with Juvenile First Offenders.

WOULD UTILIZE OLD TRUANT SCHOOL

Change Far Less Costly than Present System, by Which Lads Are Made Criminals.

A house of detention and clearing house for juvenile delinquents is advocated for New York by Commissioner of Accounts Leonard M. Wallstein, following an investigation by him at the instance of the justices of the Children's courts.

Under the present system the justices have only the option of finding the offender or of sending him to a reformatory for a long term. Almost 8,000 boys are arraigned each year on various charges and at least half of them are making their first appearance in court. If these are committed to the House of Refuge for an average sentence, the cost laid upon the city for their keep is $276.51 per capita. Commissioner Wallstein points out in his report that if the delinquents instead could be remanded to a house of detention for observation their cost to the city would be less than $17 per capita.

Efforts to induce the Children's Village, the Jewish Protectory and the Catholic Protectory to take children for a short term have elicited the reply that these institutions were educational and corrective, that the desired results could not be obtained in less than eighteen months or two years, and that the presence of short term inmates would be detrimental to discipline.

Since the Children's Court has been unable to obtain co-operation in the matter of short terms, Mr. Wallstein was asked to consider a remedy for the present condition.

"In numerous cases," the Commissioner's report reads, "the justice is convinced that the boy cannot be dealt effectively with by immediate return to his home, even under the supervision of a probation officer, and yet does not merit a long term.

"Therefore, the Children's Court needs facilities for the observation, supervision and care of boys for brief periods, for their separation from old conditions and associations without placing them in contact with repeated offenders in reformatory institutions."

Most of the other large cities of the United States are already using the detention house to deal with their juvenile delinquent problem, and Commissioner Wallstein suggests that the plant of the Brooklyn Truant School might be used for this purpose in New York, with the outlay of only a small amount of money. This idea is entirely satisfactory to the justices of the Children's Court, and it will be referred to the Mayor for his approval.

BAR HARBOR GAYETIES

Secretary Daniels and Family Arrive To-day.

[By Telegraph to The Tribune.]

Bar Harbor, Me., Aug. 29.—Among those entertaining at the Swimming Club supper dance last evening were Colonel and Mrs. Thomas Denny, G. K. Davis, Mrs. Willard Jones, Mr. and Mrs. Edgar T. Scott, Mr. and Mrs. William Lawrence Green, Mr. and Mrs. Ernesto G. Fabbri, Mrs. John Jacob Astor, Mrs. H. J. Luce, Arthur Ryle, Dr. and Mrs. John S. Thacher, Mrs. James Potter, Mrs. Arthur Carroll, Mrs. Gerald Holsman, Mrs. Albert Flake and Mrs. Frank Gray Griswold.

Josephus Daniels, Secretary of the Navy, with Mrs. Daniels and their sons, will arrive to-morrow on the Dolphin. In the afternoon there will be a reception for them.

Mr. and Mrs. Henry J. Topping will return to New York about September 15. Mrs. Albert Gallatin is entertaining Mr. and Mrs. Allan Forbes, of Boston. Charles E. Tracy and Miss Anne B. Tracy left for New York to-day after visiting Mrs. J. Pierpont Morgan. Mrs. Morgan is also entertaining her sister, Mrs. F. S. Hoppin, of Providence.

Mrs. William Churchman, who has been the guest of Mr. A. B. Coxe, left to-day. R. Norris Williams, also a guest of Mrs. Coxe, returned to Philadelphia. George G. Meade Large returned to Philadelphia. Roderic Wellman and Mr. and Mrs. Arden M. Robbins left to-day for New York.

FORECLOSURE SALES.

SUPREME COURT, COUNTY OF NEW YORK.—The German Savings Bank in the City of New York, plaintiff, against William Hills et al., defendants.

In pursuance of a judgment of foreclosure and sale, duly made and entered in the above entitled action, and bearing date the 23d day of June, 1915, I, the undersigned, the referee in said judgment named, will sell at public auction, at the Exchange Salesroom, Nos. 14-16 Vesey Street, in the Borough of Manhattan, City of New York, on the 14th day of September, 1915, at 12 o'clock noon on that day, the premises in said judgment, the premises directed by said judgment to be sold, and therein described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of One Hundred and Twenty-sixth Street distant one hundred and twenty-six feet ten inches westerly from the corner formed by the intersection of the westerly side of Fifth Avenue and the northerly side of One Hundred and Twenty-sixth Street; running thence westerly along the northerly side of One Hundred and Twenty-sixth Street, sixteen feet four inches; thence northerly, parallel with said westerly side of Fifth Avenue and part of the distance through a party wall, ninety-nine feet eleven inches to the centre line of the block between One Hundred and Twenty-sixth and One Hundred and Twenty-seventh Streets; thence easterly, along the said centre line of the block, sixteen feet and four inches; thence southerly, again parallel with the westerly side of Fifth Avenue and part of the distance through a party wall, ninety-nine feet eleven inches to the point or place of beginning.

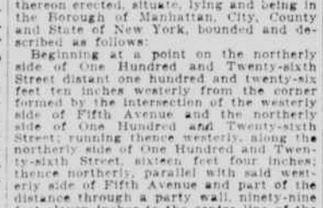
Said premises being subject to state of facts that an accurate survey may show.

Dated New York, August 16th, 1915.

GERARD B. TOWNSEND,
Referee.

A. HENRY MOSLE,
Attorney for Plaintiff,
Office and Post Office address, 30 Broad Street, Borough of Manhattan, City of New York.

The following is a diagram of the property to be sold; its street number is 7 West 126th Street:



The approximate amount of the lien or charge, to satisfy which the above described property is to be sold, is nine thousand five hundred twenty dollars ($9,520), with interest thereon from the 23d day of June, 1915, together with the costs and allowance amounting to four hundred seventy-three and 20-100 dollars ($473.20), with interest from June 23d, 1915, together with the expenses of the sale. The approximate amount of the taxes, assessments and water rates or other liens, which are to be allowed to the purchaser out of the purchase money, or paid by the referee, are one hundred eighty-six and 82-100 dollars ($186.82) and interest.

Dated New York, August 16th, 1915.

GERARD B. TOWNSEND,
Referee.

MASTER'S SALE.

CINCINNATI, INDIANAPOLIS AND WESTERN RAILWAY COMPANY.
NOTICE OF SALE
FIRST AND REFUNDING MORTGAGE FORECLOSURE.

NOTICE IS HEREBY GIVEN that pursuant to a decree of foreclosure and sale made and entered by the District Court of the United States for the Western District of Ohio, Southern Division, on June 29, 1915, in a certain cause in equity pending in said court entitled, "The Equitable Trust Company of New York and Elias J. Jacoby, as Trustees, Complainants, against Cincinnati, Indianapolis and Western Railway Company, The Cincinnati, Hamilton & Dayton Railway Company, and Judson Harmon and Rufus B. Smith, as Receivers of The Cincinnati, Hamilton & Dayton Railway Company, Defendants," and certain decrees ancillary thereto entered in causes likewise entitled in the District Courts of the United States for the following districts and on the following dates, viz:

July 13, 1915—District of Indiana;

July 14, 1915—Eastern District of Illinois;

July 17, 1915—Southern District of Illinois, Southern Division,

I, Noble C. Butler, as Special Master, will sell at public auction to the highest bidder or bidders at the freight house of said Cincinnati, Indianapolis and Western Railway Company on the property of said Railway Company at the southwest corner of West and Georgia streets in the City of Indianapolis, County of Marion, State of Indiana and District of Indiana, on September 9, 1915, at twelve o'clock noon, all the railroads, property, rights, franchises, privileges, immunities and the appurtenances to the same belonging, rolling stock, contracts, choses in action, property, premises and rights of every kind and description covered by and embraced in the First and Refunding Mortgage of Cincinnati, Indianapolis & Western Railway Company, dated December 1, 1902, to North American Trust Company and Elias J. Jacoby, as Trustees, under which said mortgage The Equitable Trust Company of New York and Elias J. Jacoby are now Trustees, on the same are described and defined in the above mentioned foreclosure decree.

A brief description of the property to be sold at said sale is as follows:

I. ALL and singular the line of railroad of the defendant Cincinnati, Indianapolis & Western Railway Company beginning at the junction with the tracks of The Cincinnati, Hamilton and Dayton Railway Company in the city of Hamilton in the County of Butler and State of Ohio and extending through the said County of Butler, and through the counties of Union, Fayette, Clinton, Shelby, Hancock, Marion, Hendricks, Putnam, Parke, and Vermillion in the State of Indiana, and through the counties of Edgar, Douglas, Piatt, Macon, Christian and Sangamon in the State of Illinois, to the City of Springfield, in the said County of Sangamon; together with all and singular the branch line of railroad extending from Sidell in the County of Vermillion in the State of Illinois through the counties of Vermillion, Edgar, Coles, Clark, Cumberland, Jasper and Richland, to Olney in said County of Richland.

II. Also, all lines of railroad, terminals, extensions and branches, together with all lands, equipment, property, rights and franchises appertaining thereunto or with the use or operation thereof, and all roadbed, superstructures, rights of way, rails, tracks, side-tracks, bridges, viaducts, buildings, depots, stations, warehouses, carhouses, engine houses, freight houses, coal houses, wood houses, machine shops, turntables, water stations, docks, telegraph lines and telegraph poles used in connection with said railroad and now belonging to said Railway Company, and all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, materials, furniture, franchises, choses in action, contracts and agreements and other property forming part of said railroad and now belonging to said Railway Company, and whether or not any of the same is herein specifically mentioned or described.

III. Also, all leaseholds, leases, rights under leases or contracts, trackage agreements or operating agreements, and all rents, issues, profits, tolls and other income of the Railway Company, and all rights, privileges, franchises and properties, real, personal, of the said defendant Cincinnati, Indianapolis & Western Railway Company.

IV. Also, all the right, title and interest of Cincinnati, Indianapolis & Western Railway Company in and to certain parcels of real property either owned by it, or in which it has or asserts an interest, and which have been acquired from time to time, and which said parcels of real property are described in paragraphs IV. and V. of the description of the Mortgaged Property in said foreclosure decree entered by the District Court of the United States for the Southern District of Ohio, Western Division.

V. Also, the rolling stock and equipment described in paragraph VI. and the contracts and leases described in paragraphs VII and VIII of the description of the Mortgaged Property in said foreclosure decree.

For a more detailed description of the property to be sold intending purchasers are referred to the above mentioned foreclosure decrees.

As provided by the above mentioned foreclosure decrees, the above mentioned railroads, property, rights, franchises, privileges, immunities and the appurtenances thereunto belonging, rolling stock, contracts, choses in action, property, premises and rights of every kind and description will be sold in one parcel and as an entirety.

The Special Master has the power and right to adjourn said sale from time to time by announcement at the time and place appointed for said sale as aforesaid, or for such adjourned sale or sales, and may without further notice proceed with the sale on any day to which the same may be so adjourned.

The sale will be made without appraisement.

The property will be sold subject to the lien of any and all taxes, assessments and water rates levied or assessed against the mortgaged property or any part thereof, and subject to any other statutory liens against the mortgaged property or any part thereof which are or may be chargeable upon said property or any part thereof prior to the lien of the said First and Refunding Mortgage, and also subject to the lien of the First Mortgage and supplements thereto of the Indiana, Decatur & Western Railway Company, which lien is prior to the lien of said First and Refunding Mortgage upon any of the railways and property covered by said First and Refunding Mortgage. The property will be sold free and clear of any and all debts, claims and charges other than those above specified, and any and all such debts, claims and charges which may hereafter be adjudged to be prior or superior to said First and Refunding Mortgage shall be payable out of the proceeds of the sale of the said property, all questions relating to the priority or superiority of any and all such debts, claims and charges being reserved for future determination, except in so far as the same have been determined by order of the above named Court in this cause dated May 27, 1915.

The Special Master will accept no bid for less than $2,100,000, and he will receive no bid from any one offering to bid who shall not deposit, at least twenty-four hours before the time appointed for such sale, with the Special Master, as a pledge that he will make good his bid in case it is accepted, the sum of $25,000 in cash or by certified cheque on some National Bank or Trust Company of the City of New York acceptable to the Special Master, or in lieu thereof $50,000, face amount, of said First and Refunding Mortgage Gold Bonds with coupons attached as aforesaid. The deposit received from any unsuccessful bidder will be returned to him when the property shall be struck off. The deposits received from the successful bidder will be applied on account of the purchase price. In lieu of any deposit of First and Refunding Mortgage Gold Bonds, as aforesaid, the Special Master may accept the certificate of The Equitable Trust Company of New York that it holds, subject to his order, the amount specified in said certificate of said bonds in bearer form and accompanied by the coupons therein stated. Any owner or holder of any of the said First and Refunding Mortgage Gold Bonds may bid and purchase at said sale. The right is reserved to the Court to reject any or all bids received and to confirm and direct the consummation of any sale in accordance with the provisions of said decree.

In case any bidder shall fail to make the additional deposit, either in cash or by cheque or in said bonds hereinbefore required, or after such acceptance shall fail to comply, within the period of twenty days, with any order of the Court relating to the payment thereof on the completion of the purchase, the sums deposited by such accepted bidder as hereinbefore provided, whether in cash or by cheque or by First and Refunding Mortgage Gold Bonds, will be forfeited as a penalty for such failure and will be applied towards the 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 on any such resale, and to such other purposes as the Court may direct. If the Court shall not confirm the sale, the deposits made by the accepted bidder shall forthwith be returned to such bidder.

The purchaser must, on confirmation of the sale by the Court, make such further payment or payments in cash on acount of the purchase price as the Court may from time to time direct. So much of the purchase price as may not be required by the Court to be paid in cash may either be paid in cash or the purchaser may satisfy and make good such residue of his bid, in whole or in part, by turning over to be cancelled or credited as hereinafter provided, First and Refunding Mortgage Gold Bonds and the coupons thereunto appertaining which matured July 1, 1914. The purchaser will be credited on account of the purchase price for First and Refunding Mortgage Gold Bonds and coupons turned in as aforesaid, with such sums as would be paid in cash upon such First and Refunding Mortgage Gold Bonds and coupons, respectively, out of the proceeds of the purchase sale if the whole amount of the purchase price had been paid in cash.

The right is reserved to the Court to retake and resell the property upon such notice as it may direct, at the risk and cost of the purchaser, in case the purchaser shall fail or omit to make any payment on account of the purchase price within twenty days after the entry of the order requiring such payment.

The purchaser or his successors and assigns will not be required to see to the application of the purchase money and will have the right to enter his or their appearance in the District Court of the United States for the Southern District of Ohio, Western Division, and to become a party to the cause.

The purchaser and his successors or assigns, as well as all parties and claimants, will have the right to contest any and all claims, demands and allowances in said cause or the preference or priority thereof, and may appeal from any and all decisions and may appeal from any and all decisions relating to such claim, demand or allowance.

The purchaser and his successors or assigns will have the right, for the period of thirty days after the delivery of the deed or instruments of transfer from the Special Master, to elect whether or not to assume or adopt any lease or contract made by the said defendant Cincinnati, Indianapolis & Western Railway Company or its predecessors in interest, and such purchaser, his successors or assigns, will be held not to have adopted or assumed any such lease or contract in respect of which he or they shall have filed a written election not to assume or adopt the same with the Clerk of the above named Court within such period of thirty days. The purchaser and his successors or assigns will have the right to elect not to take any part of the said property by written notice to the Special Master given at any time prior to the execution and delivery of the deeds or instruments of transfer from the Special Master. No such election by the purchaser, his successor or assigns, will diminish or affect the purchase price to be paid by the purchaser. The deed or instruments of transfer to be given by the Special Master, by the defendants herein and by the complainants, will expressly except therefrom any and all property, which the purchaser, his successors or assigns shall so elect not to take.

For a more detailed statement of the terms and conditions under which said sale will be made, reference is hereby made to the above mentioned decree, the original of which will be on file in the office of the Clerk of the District Court of the United States for the Southern District of Ohio, Western Division, and copies of which may be obtained from the solicitors for complainants, Murray, Prentice & Howland, No. 37 Wall Street, New York, or from Paxton, Warrington & Seasongood, Gwynne Building, Cincinnati, Ohio.

Dated August 9, 1915.

NOBLE C. BUTLER,
Special Master.

NOTICE OF FORECLOSURE SALE.

In the District Court of the United States for the Southern District of Ohio, Western Division. CENTRAL TRUST COMPANY OF NEW YORK and AUGUSTUS L. MASON, as Trustees, Complainants, against CINCINNATI, INDIANAPOLIS & WESTERN RAILWAY COMPANY, THE EQUITABLE TRUST COMPANY OF NEW YORK and ELIAS J. JACOBY, as Trustees, THE CINCINNATI, HAMILTON & DAYTON RAILWAY COMPANY and JUDSON HARMON and RUFUS B. SMITH, as Receivers of The Cincinnati, Hamilton & Dayton Railway Company, Defendants.—NOTICE is hereby given that in pursuance of a decree of the District Court of the United States for the Southern District of Ohio, Western Division, entered June 29, 1915, in the above entitled suit, the undersigned Special Master will offer for sale, without valuation, appraisement, redemption or extension, at the Freight House of said Cincinnati, Indianapolis and Western Railway Company on the property of said Railway Company at the South West Corner of West and Georgia Streets, in the City of Indianapolis, County of Marion, State of Indiana, and District of Indiana, on the 9th day of September, 1915, at twelve o'clock noon, the property of the said defendant Cincinnati, Indianapolis & Western Railway Company described as follows:

I. All and singular the line of railroad of the defendant Cincinnati, Indianapolis and Western Railway Company extending from the central office of Capitol Avenue at Indianapolis, with the tracks of the Indianapolis Union Railway Company in the City of Indianapolis in the County of Marion, State of Indiana, westerly through the counties of Marion, Hendricks, Putnam, Parke and Vermillion in the State of Indiana and the counties of Edgar, Douglas, Piatt, Macon, Christian and Sangamon in the State of Illinois to a point at or near Springfield in said County of Sangamon; together with all and singular the branch line of railroad of said defendant Railway Company extending from a point at or near Sidell in the County of Vermillion, State of Illinois, southerly through the counties of Vermillion, Edgar, Coles, Clark, Cumberland, Jasper and Richland in the State of Illinois to a point at or near Olney in said County of Richland.

II. Also, all the real estate owned by said defendant Cincinnati, Indianapolis and Western Railway Company situated west of said centre line of Capitol Avenue, Indianapolis, as above described, and all branches, extensions, sidings and turnouts, rights of way, rails, bridges, tracks, wharves, fences, viaducts, culverts, houses, workshops, machinery, stations, offices, depots, depot grounds, engine houses, buildings, improvements, tenements and hereditaments now used in connection with said railroad, situated west of said centre line of Capitol Avenue, Indianapolis, and all rolling stock, locomotives, tenders, cars and equipment (excluding C. H. & D. locomotives and cars), machinery, tools and implements, supplies and materials, franchises, choses in action, leases, contracts and agreements, and other property, real and personal, forming part of or appertaining to said railroad as described in the above paragraph I of this description belonging to the said Railway Company, and whether or not any of the same is herein specifically mentioned or described.

III. Also, all streets, alleys, passages, waters, watercourses, easements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto any of the above described property belonging or appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof, and all the estate, right, title and interest, claim and demand of every kind and nature whatsoever of the said defendant Cincinnati, Indianapolis and Western Railway Company, as well at law as in equity, of, in and to the same and every part and parcel thereof.

IV. All the right, title and interest of the defendant Cincinnati, Indianapolis & Western Railway Company in and to the following described property:

1. All that certain lot, piece or parcel of land situated in the County of Sangamon, State of Illinois, granted and conveyed by Edwin A. Wilson, trustee, and others to Frank C. Roby, by deed dated December 21, 1901, and recorded in Book 113 of Deeds, page 456, in the County of Sangamon, State of Illinois.

2. All that certain lot, piece or parcel of land situated in the County of Sangamon, State of Illinois, conveyed by Mary Louisa Moran to Frank C. Roby, by deed dated December 5, 1901, and recorded in Book 114 of Deeds, page 337, in the County of Sangamon, State of Illinois.

3. All that certain lot, piece or parcel of land situated in the County of Sangamon, State of Illinois, conveyed by Jesse W. Burn to Frank C. Roby, by deed dated December 2, 1901, and recorded in Book 114 of Deeds, page 330, in the County of Sangamon, State of Illinois.

4. All that certain lot, piece or parcel of land situated in the County of Sangamon, State of Illinois, conveyed by Nicholas Geibel, Sr., and Maria Geibel, his wife, to Frank C. Roby, by deed dated November 22, 1901, and recorded in Book 113 of Deeds, page 457, in the County of Sangamon, State of Illinois.

5. All that certain lot, piece or parcel of land situate in the County of Sangamon, State of Illinois, conveyed by William O. Converse and Ellen L. Converse, his wife, and Albert L. Converse and Hendrina Converse, his wife, to Frank C. Roby, by deed dated February 19, 1902, and recorded in Book 113 of Deeds, page 194, in the County of Sangamon, in the State of Illinois.

6. All that certain right of way and lot, piece or parcel of land situated in the County of Macon, State of Illinois, and being the right of way of the Indiana, Decatur & Western Railway Co. La Fayette Hamilton, and also that part of said Hamilton's land lying south and east of said right of way in Section 9, Township 15, n. r. 2 East of the third principal meridian in Macon County, Illinois, being the same right of way and premises referred to in a certain contract dated June 19, 1901, between Charles D. Hamilton and others and Frank C. Roby.

7. All those certain lots, pieces or parcels of land, and tracts, situated in the County of Marion, State of Indiana, conveyed by Marshall Pugh and Enoch Pugh to the Cincinnati, Indianapolis & Western Railway Company, by deed dated 30 Nov. 1913, and recorded in Land Record No. 58, page 152, Marion County, Indiana.

8. All that certain lot, piece or parcel of land situated in Parke County, State of Indiana, conveyed by James Morgan and Turzah A. Morgan, his wife, to the Indiana, Decatur & Western Railway Company, by deed dated October 2, 1896, and recorded in Record 59, page 100, Parke County, Indiana.

9. All that certain lot, piece or parcel of land situate in Hillsdale, Vermillion County, State of Indiana, conveyed by Anna Van Sickle to the Cincinnati, Indianapolis & Western Railway Company, by deed dated February 1, 1911, and recorded in Record 53, page 476, Vermillion County, Indiana.

10. All that certain lot, piece or parcel of land situated in Edgar County, State of Illinois conveyed by Theodore Schanz to the Indiana & Decatur & Western Railway Company by deed dated March 13, 1899, and recorded in Book 94, page 166, Edgar County, Illinois.

11. All that certain lot, piece or parcel of land situated in the County of Sangamon, State of Illinois, conveyed by Benajah B. English and Sarah C. English, his wife, to the Springfield & Decatur Railway Company, by deed dated August 25, 1902, and recorded in Book 128 of Deeds, page 271, Sangamon County, Illinois.

12. All that certain lot, piece or parcel of land situated in the County of Edgar, State of Illinois, conveyed by Harry G. Epps and Cora L. Epps, his wife, and Oscar Jones and Vallie Jones, his wife to the Indiana, Decatur & Western Railway Company, by deed dated December 11, 1901, (not recorded).

13. All that certain lot, piece or parcel of land, situated in the County of Edgar, State of Illinois, conveyed by George W. Hughes to the Indiana, Decatur & Western Railway Company, by deed dated June 19, 1899, and recorded in Book 112, page 43, Edgar County, Illinois.

14. All that certain lot, piece or parcel of land situated in Tuscola, County of Douglas, State of Illinois, conveyed by Chicago & Eastern Illinois R. R. Co. to the Cincinnati, Indianapolis & Western Railway Company, by deed dated June 23, 1904, and recorded in Book 65 of Deeds, page 201, Douglas County, Illinois.

15. All that certain lot, piece or parcel of land situated in the County of Piatt, State of Illinois, conveyed by Willis C. Pierson to the Indiana, Decatur & Western Railway Company, by deed dated June 13, 1898, and recorded in Book 79, page 6, Piatt County, Illinois.

16. All that certain lot, piece or parcel of land situated in the County of Macon, State of Illinois, conveyed by Louisa Jokisch, Bertha P. Zimmerman, Edwin W. Jokisch and Celia M. Jokisch, his wife, Olivia Zimmerman and G. H. Zimmerman, her husband, Paulina M. Steeter and Charles W. Steeter, her husband, and Lydia E. Steeter, to the Springfield & Decatur R. R. Company, by deed dated May 24, 1902, and recorded in Book 277 of Deeds, page 316, Macon County, Illinois, and in Book 123 of Deeds, page 57, Sangamon County, Illinois.

17. All that certain lot, piece or parcel of land situated in the County of Macon, State of Illinois, conveyed by John Black and Sarah Black to The Springfield & Decatur Railway Co. by deed dated August 4, 1902, and recorded in Book 277, page 484, Macon County, Illinois.

V. 3 locomotives; 15 passenger, passenger and baggage, mail and baggage, and baggage coaches; 1346 freight cars, and 12 miscellaneous cars.

VI. All trackage, crossing and other contracts more particularly mentioned and described in said decree.

Said property will be offered for sale in one block or parcel.

The said property will be sold subject to the lien of any and all taxes, assessments and water rates levied or assessed against the mortgaged property or any part thereof, and subject to any other statutory liens against the said property or any part thereof which are or may be chargeable upon said property or any part thereof prior to the lien of the mortgage and deed of trust dated November 1, 1895, executed and delivered by The Indiana, Decatur and Western Railway Company to Central Trust Company of New York and Augustus L. Mason, as trustees, and the supplements thereto. The said property will however be sold free and clear of any and all debts, claims and charges other than those specified, and any and all such debts, claims and charges shall be adjudged to be prior or superior to the said mortgage and deed of trust and suplements thereto shall be payable out of the proceeds of sale of the said property, all questions relating to the priority or superiority of any and all such debts, claims and charges being reserved for future determination, except in so far as the same have been determined by order of the above-named court in this cause dated May 27, 1915.

The undersigned will receive no bid from any one offering to bid who shall not deposit, at least twenty-four hours before the time appointed for such sale, with the undersigned as a pledge that he will make good his bid in case of its acceptance, the sum of $25,000 cash or by certified check on some national bank or trust company of the City of New York acceptable to the undersigned, made or endorsed payable to the order of the undersigned as Special Master, or in lieu thereof $50,000 face amount of the First Mortgage Five Per Cent. Gold Bonds of The Indiana, Decatur and Western Railway Company issued under said mortgage and deed of trust, dated November 1, 1895, and its supplements, between The Indiana, Decatur and Western Railway Company, and Central Trust Company of New York and Augustus L. Mason, as Trustees, if in bearer form and accompanied by the coupon due July 1, 1914, and all subsequent coupons. Such deposit, however, may be made partly in cash or certified check, and partly in bonds, but in the above relative proportions. The undersigned will accept no bids for the property for less than the sum of $1,400,000. He will accept the highest and best bid received (equal to or exceeding the said sum of $1,400,000) when offered as aforesaid and will knock down the property sold to such bidder, subject to confirmation of the sale by the Court. On the acceptance of any bid by the undersigned, the bidder whose bid shall have been accepted must forthwith deposit with the undersigned, in addition to the cash or bonds deposited in order to qualify him to bid, the additional sum of $75,000 in cash or by certified check on some national bank or trust company of the City of New York acceptable to the undersigned, made or endorsed payable to the order of the undersigned, as Special Master, or in lieu thereof $150,000 face amount of the said First Mortgage Five Per Cent. Gold Bonds of the Indiana, Decatur and Western Railway Company, if in bearer form and accompanied by the coupon due July 1, 1914, and all subsequent coupons. Such additional deposit, however, may be made partly in cash or certified check, and partly in bonds, but in the above relative proportions. The deposit received from any unsuccessful bidder will be returned to him when the property shall be struck off. The deposits received from the successful bidder will be applied on account of the purchase price. In lieu of any deposit of First Mortgage Five Per Cent. Gold Bonds as aforesaid with the undersigned, he may accept the certificate of Central Trust Company of New York that it holds, subject to his order and direction, the amount specified in said certificate of said Bonds in bearer form and accompanied by the coupons therein stated. Any owner or holder of any of the First Mortgage Five Per Cent. Gold Bonds issued under said mortgages and deed of trust may bid and purchase at said sale. The right is reserved to the Court to reject any or all bids received and to confirm and direct the consummation of any sale in accordance with the provisions of said decree.

In case any bidder shall fail to make the additional deposit, either in cash or by check or in said bonds hereinbefore required, or after such acceptance shall fail to comply, within the period of twenty days, with any order of the Court relating to the payment thereof on the completion of the purchase, the sums deposited by such accepted bidder as hereinbefore provided, whether in cash or by check or by First Mortgage Five Per Cent. Gold Bonds, will be forfeited as a penalty for such failure and will be applied towards the 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 on any such re-sale and to such other purposes as the Court may direct. If the Court shall not confirm the sale the deposits made by the accepted bidder will forthwith be returned to such bidder. The purchaser must, on confirmation of the sale by the Court, make such further payment or payments in cash on account of the purchase price as the Court may from time to time direct. So much of the purchase price as may not be required by the Court to be paid in cash may either be paid in cash or the purchaser may satisfy and make good such residue of his bid, in whole or in part, by turning over to be cancelled or credited, as hereinafter provided, First Mortgage Five Per Cent. Gold Bonds of The Indiana, Decatur and Western Railway Company, secured by the said mortgage and deed of trust dated November 1, 1895, and the coupons thereunto appertaining which matured July 1, 1914. The said purchaser will be credited on account of the purchase price for First Mortgage Five Per Cent. Gold Bonds and coupons turned in as aforesaid with such sums as would be paid in cash upon such First Mortgage Five Per Cent. Gold Bonds and coupons respectively out of the proceeds of sale, if the whole amount of the purchase price had been paid in cash. The right is reserved to the Court to re-take and re-sell the property upon such notice as it may direct, at the risk and cost of the purchaser in case the purchaser shall fail or omit to make any payment on account of the purchase price within twenty days after the entry of the