IRON MEN'S SPY SYSTEM SCORED

Federal Expert Also Blames Workers for Violent Methods.

OPEN SHOP CAUSED UNION ACTIVITIES

Investigator Sees Peace in Industry Only Through Mutual Agreement.

[By Telegraph to The Tribune.]

Chicago, Aug. 30.—The United States Commission on Industrial Relations made public to-day the last of its reports on labor disputes. The document took up the controversy between the National Erectors' Association and the International Bridge and Structural Iron Workers. Both sides were at fault, the government investigator, Luke Grant, declared, and added that, in his opinion, as long as the open shop was maintained the union would not cease its activities, although he doubted the return of violent methods.

In touching on the campaign of dynamiting conducted by officials of the union, Mr. Grant declared that the explosion that wrecked the plant of "The Los Angeles Times" did not involve the International Bridge and Structural Workers, except that the explosion was perpetrated by an agent who had been made use of by the union in causing other explosions.

"The application of physical force," Mr. Grant declared, "will neither establish nor maintain just relations between employers and employes. Fear of violence and the destruction of property may cause the employer to make terms with a union against his will and business judgment, but he will break from the restraint at the first opportunity."

On the other hand, workmen, when compelled to submit, performed their tasks sullenly, biding the time when they could revolt, the investigator declared.

Both Sides Uncompomising.

In the ironworkers' controversy there was too much of an uncompromising attitude shown on both sides, it was stated. The attitude was first shown by the workers two months after the strike began, when the American Bridge Company offered to meet substantially the demands of the strikers. But then the ironworkers added a new demand, and the offer was withdrawn. Later, when the union realized its mistake, Mr. Grant reported, and was ready to compromise, the American Bridge Company assumed an uncompromising attitude.

The employers wanted the non-union shop, he declared, as a matter of economy. Without hiring union labor they could assign unskilled men to certain jobs which the union demanded be performed by skilled men at high wages. They also wanted to keep the organization out of the fabricating shops. The union ironworker wanted the union recognized as a matter of protection, as even in the busiest times he could count on being employed only nine months in the year, Mr. Grant found.

In giving his conclusions he stated:

"It has been shown that the employers maintained a system of espionage in local unions at a time when they were working under contracts with such unions. That does not indicate that they had signed the agreements in good faith. If they did, why was it necessary to keep paid spies in the local unions? Why was it necessary to seek to influence elections in the unions?

Spy System to Blame.

"That the spy system bred suspicion among the members of the unions and hatred of their employers is certain. If the employers were not bent on weakening or destroying the influence of the union, at the time they openly recognized it by signing contracts, why the employment of spies?

"The employment of spies by the employers was as indefensible as was the resort to dynamite and the destruction of property by the ironworkers, although the one was within the law and the other was not. Pernicious as was the effect of the spy system on the union, it did not justify the resort to violence and the destruction of property in the eyes of the law, but it went a long way toward justifying them in the eyes of the union ironworkers.

"The employers say that the spy system has been discontinued. It probably has, because under present conditions the open shop erectors are not particularly interested in the union. They feel they have won their fight. The union ironworkers cannot accept that view. With from 45 to 50 per cent of the structural steel erection on an open shop basis, it is inevitable that the ironworkers should keep on trying to organize the men in the industry. They feel they must fight to prevent the spread o the open shop policy.

"Under present conditions there cannot be peace in the industry. Fear of the consequences may prevent a recurrence of violence, but it will not remove the cause. Fear of the law will not re-establish amicable relations between the companies and the union. Only the recognition by each side of the rights of the other can accomplish that, and both sides must agree on what those rights are and define them by mutual consent."

HEAR MINORITY GRIEVANCES

Complaints To Be Presented at September Meeting of Ship Trust.

Loucks & Alexander, counsel for minority stockholders of the International Mercantile Marine Company, who are seeking to set aside the receivership and thus avoid paying the assessment of $2.50 a share proposed by the bondholders' reorganization plan, announced yesterday that they had received word from H. G. Phillips, treasurer of the company, that the grievances of the minority will be placed before the directors at a meeting the second Thursday in September.

The same objections to the plan which were placed before the company were also sent to Burlingham, Montgomery & Beecher, attorneys for the receiver, and the reply was sent that these matters were for the court to decide. In the event that their protests do not result satisfactorily the minority interests, it was said, will at once proceed with their previously announced plan of bringing suit against the directors for damages to the amount of $10,000,000.

DROUTH AND RAIN HURT COTTON CROP

Government Report for August Shows Drop in Condition from July Figures.

Washington, Aug. 30.—Drouth, followed by excessive rains in the cotton belt during August, caused deterioration slightly more than the August average to the growing cotton crop. The Department of Agriculture announced to-day the condition as 69.2 per cent of normal, or 6.1 per cent below the July condition.

Unofficial calculations, based on government averages for yield, condition and acreage, place the crop at 11,817,235 equivalent 500-pound bales, against 16,134,930 bales last year.

"The condition of 69.2 estimated today, as compared with 75.3 on July 25, a month ago," Leon M. Estabrook, chief of the Bureau of Crop Estimates, said, "is a trifle more of a decline than is normal. If the figures had been the same in to-day's estimate as on July 25 there would be an actual increase. There is always a decline between the July and August estimates.

"There is an estimated decrease in acreage of 15 per cent, due to the collapse of the market in the abnormal conditions respecting cotton during the last year. The drop in condition percentage from 75 per cent in July to 69 per cent in August is due to the unfavorable weather during the last month and the reduction of about 40 per cent in the amount of fertilizer used in the cotton fields."

Condition of cotton by states is given as follows: Virginia, 85; North Carolina, 76; South Carolina, 71; Georgia, 69; Florida, 70; Alabama, 65; Mississippi, 69; Louisiana, 65; Texas, 67; Arkansas, 72; Tennessee, 82; Missouri, 81; Oklahoma, 71; California, 93.

AMERICAN SHIPPING SHOWS BIG INCREASE

Record Growth Attributed to New Registry Law.

Washington, Aug. 30.—The American flag now floats over more ships in the foreign trade than at any other time since 1863. The United States is pressing close on France and Norway as a maritime nation.

Figures of the Department of Commerce show a record increase in American shipping for the year ended June 30. On that date there were registered in the foreign trade 2,768 ships, totalling 1,813,775 gross tons, an increase of 363 ships and 737,623 tons for the year.

Practically all the increases are due to the new registry law. Assistant Secretary Sweet of the Department of Commerce said to-day:

"This is about triple the increase in registered tonnage for any previous year in American history. Our registered tonnage is now much greater than at any time since 1863, when we had 2,026,114 gross tons in foreign trade. It is many times more efficient, however, as the steam tonnage now amounts to 1,273,067 gross tons, while in 1863 it amounted to only 135,215 tons."

RAINS KILL KANSAS WHEAT

Yield Estimated at 98,690,000 Bushels, Against 138,700,000 Expected.

Topeka, Aug. 30.—J. C. Mohler, secretary of the State Board of Agriculture, estimates the Kansas wheat yield for this year at 98,690,000 bushels, against an estimate of 115,700,000 bushels in July and 138,700,000 in June.

Continued rains that made impossible the harvesting of the Kansas wheat were held responsible for the big loss in the crop.

The wheat yield is estimated at thirteen bushels an acre, with a loss of nearly twenty per cent of the 9,449,000 acres planted last fall. The corn yield is estimated at 149,482,000 bushels, against 87,338,272 bushels in 1914.

ARMY AND NAVY ORDERS: MOVEMENTS OF WARSHIPS

[From The Tribune Bureau.]

Washington, August 30.

ARMY

Col. ROBERT H. LOUGHBOROUGH, retired from duty at Peacock Mil. Col., San Antonio, Sept. 7. Resignations of First Lieut. SAMUEL J. FORT, Med. Res. Corps, and First Lieut. GEORGE L. MORRISON, 5th Cav., accepted.

Sec. Lieut. JOHN A. WARDEN, 12th Cav., on expiration leave, to Philippines.

Chap. HENRY A. BROWN, Corps of Eng., retired, with rank lieutenant-colonel.

Leaves of absence: Captain UPTON BIRNIE, Jr., 20 Field Art., two months 14 days on relief from duty in Philippines. Sec. Lieut. E. FRANCIS RIGGS, 20 Field Art., and First Lieut. CORTLAND PARKER, 20 Field Art., one month 20 days on relief from duty in the Philippines.

NAVY

P. A. Paymaster E. D. STANLEY, detached Milwaukee, to San Diego.

Chief Carp. W. H. SQUIRE, detached Alabama, to navy yard, N. Y.

Chief Carp. H. T. NEWMAN, detached nav. yard, N. Y., Sept. 15, to temporary duty Alabama.

MOVEMENTS.

ARRIVED

Aug. 27—Paul Jones, Perry, Preble and Stewart, at Sitka; Foote, at Washington, N. C.; Chattanooga, at Acapulco.

Aug. 28—Oneida, Lawson and Reid, at Charleston; Kearsarge, at Boston; Dolphin, at Bath; Kentucky and Montana, at Newport; Cleveland, at San Francisco; Chester, at Candle Island; Justin, at San Francisco and Mare Island; Osceola, at Port-au-Prince; Cyclops, San Francisco; Baltimore, Dubuque and Wyoming, at Hampton Roads; Arkansas and Texas, at Cape Charles City; Yankton and Ucras, at Norfolk; Raleigh, at Marathon.

Aug. 29—Culgoa, at Hampton Roads; Annapolis, at San Francisco; Marietta, at Guantanamo; Orion, at Newport News; Nebraska, at Yala Halfa; Dolphin, at North Haven; Kentucky, at New Haven.

SAILED

Aug. 26—Paul Jones, Perry, Preble and Stewart, Seward for Sitka.

Aug. 27—Foote, Newbern for Washington, N. C.; Hector, Guantanamo for Norfolk; Chattanooga, Acapulco for Manzanillo.

Aug. 28—Oneida, Port Royal, S. C., for Charleston; Dolphin, Portsmouth, N. H., for Bath, Me.; Montana, Nepenigon Bay for Newport; Tonopah and D-1, New London for Newport; Kentucky, Newport for cruise; Paducah, San Juan for Guantanamo; Gloucester, Brooklyn for practice cruise; Justin, San Francisco for Mare Island; Osceola, Port-au-Prince for Annapolis; Arkansas and Texas, Hampton Roads for Cape Charles City; Culgoa, Philadelphia for Hampton Roads; Orion, Norfolk for Hampton Roads.

Aug. 29—Stanlipt, Newport for Annapolis; Des Moines, Yala for Halfa; Dolphin, Bath for North Haven, thence to Bar Harbor.

FORECLOSURE SALES.

SUPREME COURT, COUNTY OF NEW York.—Charles Lanier, as sole surviving trustee of the trust created in and by the Sixth Section of the last Will and Testament of Frances Adelaide Lawrance, deceased, for the benefit of Fanny, Lady Vernon, Plaintiff, against Adolph Schlesinger and others, Defendants.—In pursuance of a judgment of foreclosure and sale, duly made and entered in the above-entitled action and bearing date the 25th day of August, 1915, I, the undersigned, the referee in said judgment named, will sell at public auction, at the Exchange Salesroom, No. 14-16 Vesey Street, in the Borough of Manhattan, City of New York, on the 21st day of September, 1915, at 12 o'clock noon on the 21st day of September, 1915, at 12 o'clock noon, on that day, by Joseph P. Day, Auctioneer, 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, of the City of New York, in the County and State of New York, bounded and described as follows: Beginning at a point on the southerly side of 50th Street, distant two hundred and twenty-five feet westerly from the intersection of the southerly side of 50th Street with the westerly side of 10th Avenue, and running thence Westerly, along the southerly side of 50th Street, twenty-five feet; thence southerly, parallel with 10th Avenue, and part of the distance through a party wall, one hundred feet five inches to the centre line of the block; thence easterly, along the centre line of the block, and parallel with 50th Street, twenty-five feet, and thence northerly, parallel with 10th Avenue, one hundred feet five inches to the said southerly side of 50th Street, at the point or place of beginning.

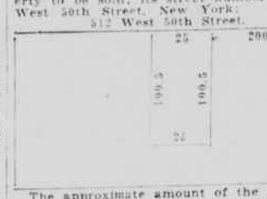
Said premises being now known by the Street Number 512 West 50th Street and lies in the block which is designated as Block No. 1078 in Section 4 on the Land Map of the City of New York.

Dated, New York, August 30th, 1915.

MANTON M. WYVELL, Referee.

ROBERT W. CANDLER, Attorney for Plaintiff, 48 Wall Street, Borough of Manhattan, New York City.

The following is a diagram of the property to be sold; its street number is 512 West 50th Street, New York:



The approximate amount of the lien or charge, to satisfy which the above-described property is to be sold, is $18,081.38 with interest thereon from the 9th day of August, 1915, together with the costs and allowance amounting to $243.35, with interest from August 26th, 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, is $424.40, and interest.

Dated, New York, August 30th, 1915.

MANTON M. WYVELL, Referee.

SUPREME COURT, COUNTY OF NEW York.—Charles Lanier Lawrance, Plaintiff, against Adolph Schlesinger and others, Defendants.—In pursuance of a judgment of foreclosure and sale, duly made and entered in the above-entitled action and bearing date the 25th day of August, 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 21st day of September, 1915, at 12 o'clock noon, on that day, by Joseph P. Day, Auctioneer, 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, of the City of New York, in the County and State of New York, bounded and described as follows: Beginning at a point on the southerly side of 50th Street, distant two hundred and twenty-five feet westerly from the intersection of the southerly side of 50th Street with the westerly side of 10th Avenue, and running thence Westerly, along the southerly side of 50th Street, twenty-five feet; thence southerly, parallel with 10th Avenue, and part of the distance through a party wall, one hundred feet five inches to the centre line of the block; thence easterly, along the centre line of the block, and parallel with 50th Street, twenty-five feet, and thence northerly, parallel with 10th Avenue, and part of the distance through a party wall, one hundred feet five inches, to said Southerly side of 50th Street, at the point or place of beginning.

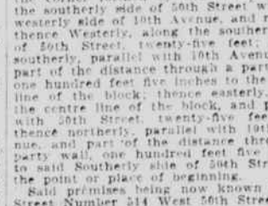
Said premises being now known by the Street Number 514 West 50th Street, and lies in the block which is designated as Block No. 1078 in Section 4 on the Land Map of the City of New York.

Dated, New York, August 30th, 1915.

MANTON M. WYVELL, Referee.

JAY & CANDLER, Attorneys for Plaintiff, 48 Wall Street, Borough of Manhattan, New York City.

The following is a diagram of the property to be sold; its street number is 514 West 50th Street, New York:



The approximate amount of the lien or charge, to satisfy which the above-described property is to be sold, is $18,081.38, with interest thereon from the 9th day of August, 1915, together with costs and allowance amounting to $243.35, with interest from August 26, 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, is $424.40 and interest.

Dated, New York, August 30th, 1915.

MANTON M. WYVELL, Referee.

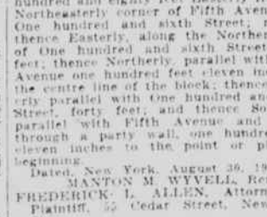
SUPREME COURT, COUNTY OF NEW York.—The Mutual Life Insurance Company of New York, Plaintiff, against Amie T. Renn and others, Defendants.—Action No. 3.—In pursuance of a judgment of foreclosure and sale, duly made and entered in the above-entitled action and bearing date the 24th day of August, 1915, 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 21st day of September, 1915, at 12 o'clock noon on that day, by Joseph P. Day, Auctioneer, the premises directed by said judgment to be sold, and therein described as follows: All that certain lot, piece or parcel of land, situate in the City of New York and bounded and described as follows: Beginning at a point in the Northerly line of One hundred and eighty-five feet distant one hundred and eighty-five feet westerly from the Northwesterly corner of Fifth Avenue and One hundred and sixth Street; running thence Easterly, along the Northerly line of One hundred and sixth Street, forty feet; thence Northerly, parallel with Fifth Avenue one hundred feet eleven inches to the centre line of the block; thence Westerly parallel with One hundred and sixth Street, forty feet, and thence Southerly parallel with Fifth Avenue and partly through a party wall, one hundred feet eleven inches to the point or place of beginning.

Dated, New York, August 30, 1915.

MANTON M. WYVELL, Referee.

FREDERICK L. ALLEN, Attorney for Plaintiff, 55 Cedar Street, New York City.

The following is a diagram of the property to be sold; its street number is 5 East 106th Street:



The approximate amount of the lien or charge, to satisfy which the above-described property is to be sold, is $31,328.89, with interest thereon from the 13th day of August, 1915, together with costs and allowances amounting to $324.35, with interest from August 24, 1915, together with the expenses of the sale.

Dated New York, August 30, 1915.

MANTON M. WYVELL, Referee.

SUMMONS.

SUPREME COURT, NEW YORK COUNTY. —Michael Puchniak, plaintiff, against Ludwiga Puchniak, defendant, action for absolute divorce. Summons.

To the above named defendant—You are hereby summoned to answer the complaint in this action and to serve a copy of your answer on the plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, and in case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Dated, City of New York, July 30, 1915.

JULIUS HAHN,
Plaintiff's Attorney, Office and Postoffice Address, No. 320 Broadway, Borough of Manhattan, City of New York.

To Ludwiga Puchniak:—The foregoing summons is served upon you by publication, pursuant to an order of the Hon. John Ford, a Justice of the Supreme Court, New York County, dated August 6th, 1915, and duly filed, together with the complaint, in the office of the County Clerk of New York County, at the County Court House, in the Borough of Manhattan, City of New York, on the 9th day of August, 1915.

Dated, New York, August 9th, 1915.

JULIUS HAHN,
Attorney for Plaintiff, 320 Broadway, Borough of Manhattan, City of New York.

SURROGATE'S NOTICES.

PHYFE, WILLIAM HENRY P.—IN PURSUANCE of an order of Honorable John P. Cohalan, a Surrogate of the County of New York, notice is hereby given to all persons having claims against William Henry P. Phyfe, late of the County of New York, deceased, to present the same with vouchers thereof to the subscriber, at her place of transacting business, at the office of Frederick S. Woodruff, No. 165 Broadway, in the City of New York, on or before the 12th day of October next.

Dated, New York, the 29th day of March, 1915.

EDITH B. PHYFE,
Administratrix.

FREDERICK S. WOODRUFF, Attorney for Administratrix, 165 Broadway, Borough of Manhattan, New York City.

IN PURSUANCE OF AN ORDER OF HONorable John P. Cohalan, a Surrogate of the County of New York, notice is hereby given to all persons having claims against Elizabeth Fullick, late of the County of New York, deceased, to present the same with vouchers thereof to the subscribers, at their place of transacting business, Room 1306, No. 160 Broadway, Manhattan, in The City of New York, on or before the 16th day of November next.

Dated, New York, the 16th day of May, 1915.

ALEXANDER McCOUGH,
EDWARD G. MAUCER,
Executors.

WILLIAM GOLDSTICKER, Atty. for Executors, 160 Broadway, New York.

SURROGATE'S NOTICES.

IN PURSUANCE of an order of Honorable John P. Cohalan, a Surrogate of the County of New York, notice is hereby given to all persons having claims against Catherine A. Bliss, late of the County of New York, deceased, to present the same with vouchers thereof to the subscribers at their place of transacting business, at the office of their attorneys, Everett, Clarke & Benedict, No. 37 Wall Street, in the Borough of Manhattan, City of New York, on or before the 8th day of October next.

Dated, New York, the 8th day of April, 1915.

WALTER P. BLISS,
GEORGE B. AGNEW,
Executors.

EVERETT, CLARKE & BENEDICT, Attorneys for Executors, 37 Wall Street, Borough of Manhattan, New York City.

NOTICE OF SALE.

NOTICE OF SALE.

In the Matter of the Sale of Trust Property under Deed of Trust of THE UNITED WATER AND LIGHT COMPANY to THE FARMERS' LOAN AND TRUST COMPANY, Trustee, dated April 1st, 1911.

Default having taken place on April 1st, 1914, in the payment of the principal sums due and payable on that day on certain of the Collateral Trust Gold Notes of the United Water and Light Company, dated April 1st, 1911, secured by Deed of Trust of said Company to the undersigned Trustee, dated April 1st, 1911, and such default, having continued for a period of more than three (3) months after said principal sums became due and payable as aforesaid, and after the payment of said defaulted principal sums on some of said notes had been demanded, and still continuing, and the principal sums of all the notes issued and outstanding under said Deed of Trust having been heretofore duly declared due and payable in accordance with the provisions of said Deed of Trust, and the whole amount of the principal of said outstanding notes, to wit: $2,603,500 face value thereof, together with interest thereon at the rate of six per cent per annum in a very large amount, being in default, payable and unpaid, although payment of the same has been duly demanded, NOW, THE FARMERS' LOAN AND TRUST COMPANY, as Trustee under said Deed of Trust and pursuant to the terms and provisions thereof, and having been thereunto duly requested in writing by the holders of more than ninety per cent (90%) in amount of all said notes issued and outstanding, hereby gives notice that it will, on the seventh day of September, 1915, at 12 o'clock noon of that day, sell at public auction to the highest bidder, through Adrian H. Muller & Son, Auctioneers, at the Exchange Salesroom, Nos. 14 and 16 Vesey Street, in the Borough of Manhattan, City and County of New York, State of New York, all and singular the following bonds and coupons held by it as Trustee under said Deed of Trust, and all the estate, right, title and interest, claim, demand, and benefit and equity of redemption, of said United Water & Light Company, its successors and assigns, of, in and to the same, viz:

Parcel 1: Forty-four thousand ($44,000) dollars principal face amount of Arkansas Water Company of Little Rock, Arkansas, Consolidated Sinking Fund Mortgage Gold Bonds, dated February 1st, 1894, due February 1, 1914, $6,000 thereof being by their terms 6% bonds and $38,000 thereof 5% bonds, with all unpaid coupons thereon.

Parcel 2: Two hundred twenty-five thousand ($225,000) dollars principal face amount of Arkansas Water Company Gold Mortgage Bonds, dated February 1, 1910, due February 1, 1950, $151,000 thereof being in their terms 6% bonds, and $74,000 thereof 5% bonds, with all unpaid coupons thereon.

Parcel 3: Four hundred ninety thousand ($490,000) dollars principal face amount of The Birmingham Water Works Company five per cent Forty-Year Gold Mortgage Bonds, dated February 1, 1905, due February 1, 1945, with all unpaid coupons thereon.

Parcel 4: Sixty-six thousand ($66,000) dollars principal face amount of Bellefonte Water Supply Company five per cent Mortgage Gold Bonds, dated June 1, 1910, due June 1, 1950, with all unpaid coupons thereon.

Parcel 5: Sixty-four thousand ($64,000) dollars principal face amount of The Butler Water Company five per cent Gold Mortgage Bonds, dated September 1, 1908, due September 1, 1948, with all unpaid coupons thereon.

Parcel 6: One hundred thirty-seven thousand ($137,000) dollars principal face amount of Clinton Water Works Company five per cent Gold Mortgage Bonds, dated August 1, 1910, due August 1, 1951, with all unpaid coupons thereon.

Parcel 7: Two hundred eighty-three thousand ($283,000) dollars principal face amount of City Water Company of Chattanooga, Tennessee, five per cent Forty-Year Gold Mortgage Bonds, dated May 1, 1911, due May 1, 1951, with all unpaid coupons thereon.

Parcel 8: Six thousand ($6,000) dollars principal face amount of The Connellsville Water Company of Connellsville, Pennsylvania, five per cent Forty-Year Gold Bonds, dated October 2nd, 1909, due October 2nd, 1949, with all unpaid coupons thereon.

Parcel 9: Twenty thousand five hundred ($20,500) dollars principal face amount of The Connellsville Water Company five per cent Gold Mortgage Bonds, dated April 1, 1911, due April 1, 1951, with all unpaid coupons thereon.

Parcel 10: Five thousand ($5,000) dollars principal face amount of The Water Company of East St. Louis, Illinois, Consolidated Sinking Fund Mortgage Gold five per cent bonds, dated January 1, 1894, due January 1, 1914, with all unpaid coupons thereon.

Parcel 11: One hundred twelve thousand ($112,000) dollars principal face amount of City Water Company of East St. Louis and Granite City, East St. Louis, Illinois, five per cent Forty-Year Gold Mortgage Bonds, dated January 2nd, 1905, due January 2nd, 1945, with all unpaid coupons thereon.

Parcel 12: Six thousand ($6,000) dollars principal face amount of Granite City, Madison and Venice Water Company of Granite City, Illinois, five per cent Thirty-Year Gold Bonds, dated March 1, 1901, due March 1, 1931, with all unpaid coupons thereon.

Parcel 13: One hundred two thousand ($102,000) dollars principal face amount of The Huntington Water Company five per cent Gold Mortgage Bonds, dated May 1, 1909, due May 1, 1949, with all unpaid coupons thereon.

Parcel 14: Sixteen thousand ($16,000) dollars principal face amount of Joplin Water Works Company of Joplin, Missouri, five per cent Forty-Year Gold Bonds, dated April 1, 1900, due April 1, 1940, with all unpaid coupons thereon.

Parcel 15: Sixty-nine thousand ($69,000) dollars principal face amount of The Joplin Water Works Company of Joplin, Missouri, five per cent Gold Mortgage Bonds, dated October 1, 1908, due October 1, 1948, with all unpaid coupons thereon.

Parcel 16: One hundred sixty-seven thousand ($167,000) dollars principal face amount of Keokuk Water Works Company five per cent Gold Mortgage Bonds, dated December 15, 1911, due December 15, 1951, with all unpaid coupons thereon.

Parcel 17: Seventeen thousand ($17,000) dollars principal face amount of Kokomo Water Works Company of Kokomo, Indiana, five per cent Thirty-Year Gold Mortgage Bonds, dated August 1, 1902, due August 1, 1932, with all unpaid coupons thereon.

Parcel 18: Ninety-eight thousand ($98,000) dollars principal face amount of Kokomo Water Works Company of Kokomo, Indiana, five per cent Gold Mortgage Bonds, dated July 1, 1910, due July 1, 1950, with all unpaid coupons thereon.

Parcel 19: Thirty-seven thousand ($37,000) dollars principal face amount of Muncie Water Works Company of Muncie, Indiana, five per cent Gold Mortgage Bonds, dated October 1, 1908, due October 1, 1948, with all unpaid coupons thereon.

Parcel 20: One thousand ($1,000) dollars principal face amount of City Water Company of Marinette Gold Mortgage five per cent bonds, dated March 1, 1910, due March 1, 1950, with all unpaid coupons thereon.

Parcel 21: Two thousand ($2,000) dollars principal face amount of The Mt. Vernon Water Works Company five per cent Gold Mortgage Bonds, dated September 2, 1901, due September 2, 1931, with all unpaid coupons thereon.

Parcel 22: Thirty-three thousand ($33,000) dollars principal face amount of The Mt. Vernon Electric Light and Power Company five per cent Gold Mortgage Bonds, dated September 1, 1902, due September 1, 1952, with all unpaid coupons thereon.

Parcel 23: Twenty-four thousand ($24,000) dollars principal face amount of The City of New Castle Water Company of New Castle, Pennsylvania, Forty-Year Gold five per cent bonds, dated December 2, 1901, due December 2, 1941, with all unpaid coupons thereon.

Parcel 24: One hundred sixty-four thousand ($164,000) dollars principal face amount of The City of New Castle Water Company five per cent Forty-Year Gold Mortgage Bonds, dated June 1, 1912, due June 1, 1952, with all unpaid coupons thereon.

Parcel 25: One hundred twenty-five thousand ($125,000) dollars principal face amount of Portsmouth, Berkley and Suffolk Water Company of Portsmouth, Virginia, five per cent Forty-Year Gold Mortgage Bonds, dated November 1, 1904, due November 1, 1944, with all unpaid coupons thereon.

Parcel 26: Sixteen thousand ($16,000) dollars principal face amount of Portsmouth Suburban Water Company of Portsmouth, Virginia, five per cent Forty-Year Gold Mortgage Bonds, dated November 1, 1904, due November 1, 1944, with all unpaid coupons thereon.

Parcel 27: Fifty-three thousand ($53,000) dollars principal face amount of Portsmouth Suburban Water Company of Portsmouth, Virginia, five per cent Mortgage Gold Bonds, dated November 1, 1911, due November 1, 1951, with all unpaid coupons thereon.

Parcel 28: Fifty-nine thousand ($59,000) dollars principal face amount of The Shreveport Water Works Company of Shreveport, Louisiana, five per cent First Mortgage Gold Bonds, dated September 1, 1909, due September 1, 1939, with all unpaid coupons thereon.

Parcel 29: Eighty thousand ($80,000) dollars principal face amount of The Shreveport Water Works Company of Shreveport, Louisiana, five per cent Consolidated Forty-Year Gold Mortgage Bonds, dated June 1, 1903, due June 1, 1943, with all unpaid coupons thereon.

Parcel 30: Ninety-nine thousand ($99,000) dollars principal face amount of The Saint Joseph Water Company of St. Joseph, Missouri, five per cent Forty-Year Gold Bonds, dated April 1, 1901, due April 1, 1941, with all unpaid coupons thereon.

Parcel 31: Two hundred fifty-two thousand ($252,000) dollars principal face amount of The Saint Joseph Water Company of St. Joseph, Missouri, five per cent Gold Mortgage Bonds, dated October 1, 1909, due October 1, 1949, with all unpaid coupons thereon.

Parcel 32: Twenty-three thousand ($23,000) dollars principal face amount of Wichita Water Company of Wichita, Kansas, five per cent Consolidated Forty-Year Gold Mortgage Bonds, dated November 2, 1903, due November 2, 1943, with all unpaid coupons thereon.

Parcel 33: One hundred fifty thousand ($150,000) dollars principal face amount of The Whitehall Water Company five per cent Forty-Year Gold Mortgage Bonds, dated January 2, 1912, due January 1, 1952, with all unpaid coupons thereon.

Parcel 34: Six thousand ($6,000) dollars principal face amount of The Warren Water Company five per cent Gold Mortgage Bonds, dated July 1, 1910, due July 1, 1948, with all unpaid coupons thereon.

Parcel 35: Two hundred five thousand ($205,000) dollars principal face amount of The United Water and Light Company's five per cent First Mortgage Collateral Trust Gold Bonds, dated May 1, 1907, due May 1, 1947, with all unpaid coupons thereon.

The said sale will be made in the following manner and upon the following terms and conditions:

All of said securities so to be sold will first be offered in one lot and as an entirety and thereafter, should any bidder who has qualified in the manner hereinafter provided so request, the said securities shall be offered separately in parcels as above listed. Thereafter any bidder who shall have made a bid either for all of said securities as an entirety or for any particular parcel, shall have the right to increase the amount of his bid, and the undersigned will accept the highest bid or bids which shall produce the largest aggregate proceeds of sale.

No bid shall be received from any bidder for any single parcel who shall not have deposited with the undersigned prior to the time fixed for such sale as a pledge that he will make good his bid in case of its acceptance, an amount equal to five per cent of the principal face amount of the bonds included in said parcel, either in cash or in a check certified by a national or state bank or trust company situate in the Borough of Manhattan, City of New York, and no bid shall be received from any bidder for the entire property who shall not have deposited with the undersigned prior to the time fixed for such sale as a pledge that he will make good his bid or bids, in case of its acceptance, the sum of twenty-five thousand ($25,000) dollars, either in cash or in a check certified as hereinbefore provided. Any bidder depositing the sum of twenty-five thousand ($25,000) dollars as aforesaid shall be entitled to bid on any parcel or combination of parcels separately, and on all the securities as an entirety.

Any deposit received from any unsuccessful bidder will be returned to him when the property shall be struck off.

On acceptance of any bid, the successful bidder shall forthwith enter into an agreement in writing with the undersigned in appropriate form, whereby he shall bind himself to pay the balance of his bid at the office of the undersigned, No. 22 William Street, New York City, within twenty (20) days after such acceptance, or such additional time as the undersigned, upon request, may in writing allow.

Any successful bidder upon payment in full of the purchase price in the manner and within the period herein limited, shall be entitled to receive delivery of the securities which he shall have so purchased, and an instrument of conveyance thereof in accordance with the provisions of said Trust Deed, to which reference is hereby made.

In case any successful bidder shall fail promptly and fully to perform any of the obligations provided in this notice to be performed by him, the sum deposited by such bidder, whether paid in cash or represented by check, shall forthwith be and become absolutely the property of The Farmers' Loan and Trust Company, as Trustee under the said Deed of Trust, not as a penalty imposed upon such bidder, but as liquidated damages suffered by such Trustee; it being expressly agreed by each and every bidder that in such event the damages suffered by such Trustee would be substantial but incapable of measurement.

The purchaser or purchasers shall be entitled to turn in, use and apply, in making payment of the purchase money by or from him or them bidden upon such sale, any of the notes and any of the coupons secured by said Deed of Trust and at the time of said sale matured and unpaid, reckoning such notes or matured coupons for such purposes at a sum equal to and not exceeding that which shall be payable out of the net proceeds of such sale to the holder or holders of such notes and coupons for his or their just share in that character of such net proceeds of sale under due apportionment of and accounting concerning such net proceeds, after provision shall have been made for the payment in cash of the expenses of such sale and the reasonable compensation of the Trustee.

The right is reserved to resell the property or any portion thereof as to which default in payment therefor shall be made upon such notice as the undersigned may determine is sufficient, or without notice, in the event that any purchaser shall fail or omit promptly and fully to perform any of the obligations in this notice, or in the agreement so to be signed by him as aforesaid, by him required to be performed.

The undersigned reserves the right to adjourn such sale either as to all said property or as to any parcel or parcels thereof specified in this notice, and to sell upon such adjourned day, upon such notice as it may in its discretion deem sufficient.

The said sale will be made subject to all the terms and conditions contained in this notice.

Dated July 8th, 1915.

THE FARMERS' LOAN AND TRUST COMPANY, As Trustee under Deed of Trust of United Water & Light Company, dated April 1st, 1910.

By E. S. MARSTON,
President.

G. LLER, ROLSTON & HORAN, Attorneys for said Trustee, 22 Exchange Place, New York, N. Y.

NOTICE OF SALE.

In the Matter of the Sale of Trust Property Under Deed of Trust of THE UNITED WATER AND LIGHT COMPANY to THE FARMERS' LOAN AND TRUST COMPANY, Trustee, dated April 1st, 1910.

Default having taken place on April 1st, 1914, in the payment of the principal sums due and payable on that day on certain of the Collateral Trust Gold Notes of the United Water and Light Company, dated April 1st, 1910, secured by the Deed of Trust of said Company to the undersigned Trustee dated April 1st, 1910, and such default having continued for a period of more than three (3) months after said principal sums became due and payable as aforesaid, and after the payment of said defaulted principal sums on some of said notes had been demanded, and still continuing, and the principal sums of all of the notes issued and outstanding under said Deed of Trust having been heretofore duly declared due and payable in accordance with the provisions of said Deed of Trust, and the whole amount of the principal of said outstanding notes, to wit, $2,719,000 face value thereof, together with interest thereon at the rate of six per cent per annum in a very large amount, being in default, payable and unpaid, although payment of the same has been duly demanded, NOW, THE FARMERS' LOAN AND TRUST COMPANY, as Trustee under said Deed of Trust, and pursuant to the terms and provisions thereof, and having been thereunto duly requested in writing by the holders of more than ninety per cent (90%) in amount of all said notes issued and outstanding, hereby gives notice that it will, on the seventh day of September, 1915, at 12 o'clock noon of that day, sell at public auction to the highest bidder, through Adrian H. Muller & Son, Auctioneers, at the Exchange Salesroom, Nos. 14 and 16 Vesey Street, in the Borough of Manhattan, City and County of New York, State of New York, all and singular the following bonds and coupons held by it as Trustee under said Deed of Trust, and all the estate, right, title and interest, claim, demand, and benefit and equity of redemption, of said United Water and Light Company, its successors and assigns, of, in and to the same, viz:

Parcel 1: Five hundred and one thousand ($501,000) dollars principal face amount of Arkansas Water Company six per cent Gold Mortgage Bonds, dated June 1, 1910, due February 1, 1950, with all unpaid coupons thereon.

Parcel 2: Six hundred and ninety-nine thousand dollars ($699,000) principal face amount of The Birmingham Water Works Company five per cent Forty Year Gold Mortgage Bonds, dated February 1st, 1905, due February 1, 1945, with all unpaid coupons thereon.

Parcel 3: Fifty-four thousand dollars ($54,000) principal face amount of Bellefonte Water Supply Company five per cent Mortgage Gold Bonds, dated June 1, 1910, due June 1, 1950, with all unpaid coupons thereon.

Parcel 4: Eighty-three thousand dollars ($83,000) principal face amount of The Butler Water Company five per cent Gold Mortgage Bonds, dated September 1, 1908, due September 1, 1948, with all unpaid coupons thereon.

Parcel 5: Two hundred and twenty-nine thousand ($