8 MORE CAPTAINS SOON.

POLICE BOARD LIKELY TO AGREE ON CANDIDATES.

Seven More Captaincies Will Be Vacant When Inspectors Are Appointed, but the Board Is Still at Odds Over Brooks and McCullagh—Copeland's Coming Trial

It is expected that the Police Commissioners will at their meeting to-day take some action which will result in the appointment of several new Captains within a few days. It is understood that they will make up the percentages attained by the candidates in the written examination last week and give them their merit marks. The Commissioners, it is said, will have no trouble in agreeing upon the candidates for Captaincies. There are places at present for eight new Captains.

At Headquarters the talk is that the following acting Captains will be promoted: Hogan of Eldridge street, Grant of East Sixty-seventh street, Titus of Macdougal street, Young of Elizabeth street, Walsh of West Twentieth street, Brown of West Thirty-seventh street, Groo of Mercer street, Vredenburgh of West Sixty-eighth street, and Stalnkamp of East Fifty-first street.

When the inspectors are appointed there will be seven more new Captains to be made. Acting Captains Ryan of Oak street, Sermann of Charles street, Albertson of Mulberry street, and McKirvey of Fifth street are mentioned among those who may get a gold shield. The examination for Inspectorships takes place on Saturday. It is generally believed that there will again be a disagreement among the Commissioners over the selections of the Captains for appointment to Inspectorships.

Commissioner Parker, so far as is known, is still opposed to Brooks and McCullagh, while the other Commissioners favor them. Among the Captains in the race for Inspectorships are Donald Grant of Old slip, Smith of East Twenty-second street, Chapman of West Thirtieth street, Sheehan of West Forty-seventh street, Dean of East Eighty-eighth street, Haughey of East 126th street, Kirchner of the West 152d street station, Allaire of the Central Office, and Acting Inspectors O'Keeffe, Thompson, Harley, Brooks, and McCullagh.

The trial of Capt. Copeland of the Union Market station, for failing to enforce the Excise law in his precinct, will begin before Commissioner Roosevelt to-morrow afternoon. The charges against Capt. Copeland grew out of an excise arrest made on Sunday, May 3, in a saloon kept by William Fagin, brother of Police Sergeant Fagin, at 283 Avenue B. Policeman Rathgeber of President Roosevelt's office got the evidence. Mr. Roosevelt himself saw the saloon in question open and doing business.

Roundsman Knuninger and Patrolman James J. Donnelly of Capt. Copeland's command will also be put on trial for failing to enforce the Excise law in Copeland's precinct.

The off police platoons of six precincts reported at the Eighth Regiment armory yesterday for pistol inspection. Under a resolution of the Police Board the standard revolver for use in the department is a Colt's 32-calibre, the former standard revolver was a Smith & Wesson 38-calibre. The Commissioners decided that the men who were armed with the Smith & Wesson revolver would not be required to change their firearms, but that all members of the department having other patterns would have to provide themselves with the Colt's revolver. A general order was issued to this effect last week.

MRS. DEVLIN'S SKULL FRACTURED.

William Ellis Accused of Striking Her Two Blows with a Bed Slat.

William Ellis, a peddler of 115 Berry street, Williamsburgh, went to a rear house at 115 North Fifth street, where the widow Sarah Devlin, 44 years old, lives, last night to see her. He was met by Charles Morris, the landlord, who told him that Mrs. Devlin didn't care for his company. Ellis tried to get past, but Morris pushed him away. He got a large stone, and in the mean time Mrs. Devlin appeared armed with a bed slat. She told Ellis to go away, but he threw the stone at Morris. The latter dodged.

Then Ellis asked Mrs. Devlin what she meant by treating him so meanly. She turned to go into her house and he seized her arm and threw her down. When she tried to defend herself with the bed slat, it is said he took it away and struck her two blows on her head. She lay motionless and Ellis ran away.

At the Eastern District Hospital it was found that she had a compound fracture of the skull. Ellis was arrested by Coroner Nason went to the hospital to take the widow's statement, but she was unconscious.

CARPET CLEANING T. M. STEWART, 326 7th Av., NEAR 29TH ST. Telephone, 352 38th st. SEND FOR CIRCULAR. ESTABLISHED 1852.

Public Notices.

POST OFFICE NOTICE.

(Should be read DAILY by all interested as changes may occur at any time.)

Foreign mails for the week ending June 27 will close (PROMPTLY in mail-rooms at this office as follows:

TRANSATLANTIC MAILS.

WEDNESDAY.—At 7 A. M. (supplementary 9 A. M.) for EUROPE, per steamship St. Louis,* via Southampton; at 9 A. M. (supplementary 10:30 A. M.) for EUROPE, per steamship Britannic,* via Queenstown; at 10 A. M. for BELGIUM direct, per steamship Friesland, via Antwerp (letters must be directed "per Friesland"); at 11 A. M. for CAPE COLONY and NATAL, per steamship Wilcannia (letters must be directed "per Wilcannia").

THURSDAY.—At 8 A. M. (supplementary 9:30 A. M.) for EUROPE, per steamship Fr. Bismarck,* via Plymouth, Cherbourg, and Hamburg.

SATURDAY.—At 5:30 A. M. for GREAT BRITAIN, IRELAND, BELGIUM, NETHERLANDS, AUSTRIA, and NORWAY (Bergen), per steamship Umbria,* via Queenstown (letters for other parts of Europe must be directed "per Umbria"); at 6:30 A. M. for GERMANY, DENMARK, SWEDEN, NORWAY (Christiania), and RUSSIA, per steamship Aller,* via Southampton and Bremen (letters for other parts of Europe must be directed "per Aller"); at 7 A. M. for NETHERLANDS direct, per steamship Amsterdam, via Rotterdam (letters must be directed "per Amsterdam"); at 8 A. M. for GENOA direct, per steamship Werra (letters must be directed "per Werra"); at 9 A. M. for ITALY, SWITZERLAND, ITALY, SPAIN, PORTUGAL, TURKEY, EGYPT, and BRITISH INDIA, per steamship La Bretagne,* via Havre; at 10 A. M. for SCOTLAND direct, per steamship Anchoria, via Glasgow (letters must be directed "per Anchoria").

*PRINTED MATTER, &c.—German steamers sailing on Tuesdays, Thursdays, and Saturdays take Printed Matter, &c., for Germany and Specially Addressed Printed Matter, &c., for other parts of Europe. White Star steamers on Wednesday take Specially Addressed Printed Matter, &c., for Europe. Cunard steamers on Saturday take Printed Matter, &c., for Great Britain and Ireland, and Specially Addressed Printed Matter, &c., for other parts of Europe. American and French line steamers take Printed Matter, &c., for all countries for which they are advertised to carry mail.

After the closing of the Supplementary Transatlantic Mails named above, additional supplementary mails are opened on the piers of the American, English, French, and German steamers, and remain open until within ten minutes of the hour of sailing of steamer.

MAILS FOR SOUTH AND CENTRAL AMERICA, WEST INDIES, ETC.

WEDNESDAY.—At 10 A. M. for COSTA RICA, per steamship Sama, via Port Limon; at 11 A. M. for NEWFOUNDLAND, per steamship Portia; at 11 A. M. (supplementary 11:30 A. M.) for VENEZUELA and CURACOA, also SAVANILLA and CARTHAGENA, via Curacoa, per steamship Philadelphia; at 1 P. M. for CUBA, per steamship Seneca, via Havana; at 9 P. M. for PORT ANTONIO, per steamer from Boston.

THURSDAY.—At 12:30 A. M. for PORT ANTONIO, per steamer from Baltimore.

FRIDAY.—At 11 A. M. for BLUEFIELDS, per steamer from New Orleans.

SATURDAY.—At 9:30 A. M. (supplementary 10 A. M.) for ST. THOMAS, ST. CROIX, LEEWARD, and WINDWARD ISLANDS, MARTINIQUE and BARBADOES, per steamship Mallory (letters for Grenada, Trinidad, and Tobago must be directed "per Madiana"); at 10 A. M. (supplementary 10:30 A. M.) for FORTUNE ISLAND, JAMAICA, SAVANILLA, and CARTHAGENA, per steamship Alene; at 10:30 A. M. for CAMPECHE, CHIAPAS, TABASCO, TUXPAM, and YUCATAN, per steamship Yumuri (letters for other parts of Mexico and for Cuba must be directed "per Yumuri"); at 11 A. M. for ST. THOMAS, and MARACAIBO, per steamship Curacoa; at 8:30 P. M. for ST. PIERRE-MIQUELON, per steamer from North Sydney.

Mails for Newfoundland, by rail to Halifax, and thence by steamer, close at this office daily at 8:30 P. M. Mails for St. Pierre-Miquelon, by rail to Boston, and thence by steamer, close at this office daily at 8:30 P. M. Mails for Cuba close at this office daily at 7:00 A. M., for forwarding by steamers sailing Mondays and Thursdays from Port Tampa, Fla. Mails for Mexico, overland, unless specially addressed for despatch by steamer, close at this office daily at 7:00 A. M. Registered mail closes at 6 P. M. previous day.

TRANS-PACIFIC MAILS.

Mails for Australia (except West Australia), Hawaii and Fiji Islands (specially addressed only), per steamship Mariposa (from Valparaiso), close here daily after June 26 and up to July 3 at 6:30 P. M. Mails for the Society Islands, per ship Tropic Bird (from San Francisco), close here daily up to June 24 at 6:30 P. M. Mail for China, Japan and Hawaii, per steamship Gaelic (from San Francisco), close here daily up to June 26 at 6:30 P. M. Mails for China and Japan, per steamship Braemar (from Tacoma), close here daily up to July 14 at 6:30 P. M. Mails for Hawaii, per steamship Australia (from San Francisco), close here daily up to July 5 at 6:30 P. M. Mails for China and Japan (specially addressed only), per steamship Empress of China (from Vancouver), close here daily up to July 14 at 6:30 P. M. Mails for Australia (except those for West Australia, which are forwarded via Europe), New Zealand, Hawaii, Fiji, and Samoan Islands, per steamship Mariposa (from San Francisco), close here daily up to July 18, at 7:30 A. M., 11 A. M., and 6:30 P. M. (on arrival at New York of steamship Umbria with British mails for Australia).

Trans-Pacific mails are forwarded to port of sailing daily and the schedule of closing is arranged on the presumption of their uninterrupted overland transit.

Registered mail closes at 6 P. M. previous day.

CHARLES W. DAYTON, Postmaster.

Post Office, New York, N. Y., June 23, 1896.

Legal Notices.

THE PHILADELPHIA & READING COMPANIES.

Notice of Foreclosure Sale.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

IN EQUITY.

April Sessions, 1895.—No. 9.

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES,

Complainant,

vs.

THE PHILADELPHIA AND READING RAILROAD COMPANY, THE PHILADELPHIA AND READING COAL AND IRON COMPANY AND OTHERS,

Defendants.

Whereas, By a decree of the Circuit Court of the United States for the Eastern District of Pennsylvania, made and entered on the 1st day of May, 1895, in the above entitled cause, it was, among other things, provided that, in default of the payment by the defendant The Philadelphia and Reading Railroad Company, or by any one claiming under it, or by any one for its account, or of payment by the defendant The Philadelphia and Reading Coal and Iron Company, or by any one claiming under it, or by any one for its account, of the amount by said decree adjudged, within twenty days after the entry of said decree, the properties, premises and franchises by said decree adjudged to have become subject to a mortgage or deed of trust bearing date the 3d day of January, 1888, made to the complainant in said cause by the said The Philadelphia and Reading Railroad Company and The Philadelphia and Reading Coal and Iron Company, and known as the General Mortgage, be sold as in said decree directed on a day and at an hour to be fixed by said complainant, the Trustee under said General Mortgage, and

Whereas, More than twenty days have elapsed since the entry of said decree, and default has been made in the payment by said decree directed,

Now, therefore, The Pennsylvania Company for Insurances on Lives and Granting Annuities, the Trustee named in said General Mortgage of The Philadelphia and Reading Railroad Company and The Philadelphia and Reading Coal and Iron Company, dated January 3d, 1888, under and in pursuance of said decree and in the exercise of the powers and duties conferred and imposed upon it by said General Mortgage, will sell at the old Station on Callowhill Street, between Thirteenth Street and Broad Street, in the City of Philadelphia, in the State of Pennsylvania (that being on the premises to be sold), on Wednesday, the 23d day of September, 1896, at twelve o'clock noon of that day, to the highest and best bidder or bidders,

All and singular the mortgaged and pledged property by said decree adjudged to be subject to said General Mortgage, and therein directed to be sold, and briefly described as follows:

AS THE FIRST PARCEL,

The following property of The Philadelphia and Reading Railroad Company:

I.

The following lines of railroads and other property of said Railroad Company, to wit:

The Main Line, the Lebanon Valley Branch, the Lebanon and Tremont Branch, the Mahanoy and Shamokin Branch, the Mt. Carbon Branch, the Schuylkill and Susquehanna Branch, the Port Kennedy Branch, the West Reading Branch, the Moselem Branch.

The leasehold interest in the Philadelphia, Germantown and Norristown Railroad.

The leasehold interest in the Chestnut Hill Railroad.

The leasehold interest in the Plymouth Railroad.

The leasehold interest in the Colebrookdale Railroad.

The leasehold interest in the East Pennsylvania Railroad.

The leasehold interest in the East Mahanoy Railroad Company and the Little Schuylkill Navigation Railroad and Coal Company.

The leasehold interest in the Schuylkill Valley Navigation and Railroad Company.

The leasehold interest in the Mill Creek and Mine Hill Navigation and Railroad Company.

The leasehold interest in the Mt. Carbon and Port Carbon Railroad.

The leasehold interest in the Mine Hill and Schuylkill Haven Railroad.

The leasehold interest in the canal and navigation works of the President, managers and company of the Schuylkill Navigation Company.

The leasehold interest in the canal and navigation works of the Susquehanna Canal Company.

The leasehold interest in the railroad of the Catawissa Railroad Company.

The leasehold interest in the railroad of the Pickering Valley Railroad Company.

The leasehold interest in the railroad known as the Philadelphia and Chester Branch.

The leasehold interest in the main line of the railroad of the North Pennsylvania Railroad Company, and the branches thereof known as the Delaware River Branch and the Doylestown Branch.

The leasehold interest in the railroad of the Delaware and Bound Brook Railroad Company, together with the branch known as the Trenton Branch.

The leasehold interest in the Schuylkill and Lehigh Railroad.

The leasehold interest in the Shamokin, Sunbury and Lewisburg Railroad.

And all real estate of said Railroad Company wherever situated, owned by it at the date of the execution of said General Mortgage or by it thereafter in any manner acquired, or held for its benefit or in trust for it, all other railroads then owned or thereafter constructed or acquired by purchase, merger, or in any manner whatever by said Railroad Company, all other leaseholds, contracts and other rights at any time after the execution of said General Mortgage acquired by lease, assignment, or in any manner whatsoever by said Railroad Company; all branches, extensions, sidings and turnouts of all the said railroads and each of them, all advances made by said Railroad Company in the operation by it of the leased railroads forming part of the mortgaged property so far as the same are repayable and all right and claim to the repayment thereof; all links, rights of way, rails, bridges, walls, fences, workshops, machinery, stations, offices, depots, depot grounds, engine houses, buildings, improvements, tenements, hereditaments and appurtenances, locomotives, tenders, passenger cars, baggage cars, freight cars, coal cars, and all other engines, cars, carriages and rolling stock, tools, implements and furniture and all steam boilers, slips, docks and canal boats owned by said Railroad Company at the date of the execution of said General Mortgage and by it thereafter at any time acquired; and singular the tolls, rents, revenues, issues, profits and income of the Railroad Company derived from said railroads, canals and other properties, all corporate and other rights, privileges, appurtenances and franchises of said Railroad Company, or connected with or relating to said mortgaged premises then owned by it or thereafter acquired; all the streets, ways, alleys, passages, waters, watercourses, easements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto any of said mortgaged premises and estates belonging or appertaining; and all the estate, right, title, interest, property, claim and demand of every nature and kind whatsoever of the Railroad Company, as well at law as in equity or in and to the same, and every part and parcel thereof.

Excepting, however, therefrom any property heretofore sold or conveyed by said Railroad Company under the powers reserved in said General Mortgage.

II.

One hundred and sixty thousand (160,000) shares of the par value of $50 each in the capital stock of The Philadelphia and Reading Coal and Iron Company.

III.

All shares and bonds of lines leased or controlled by The Philadelphia and Reading Railroad Company deposited with the undersigned as Trustee under the said General Mortgage of The Philadelphia and Reading Railroad Company and The Philadelphia and Reading Coal and Iron Company, dated January 3, 1888, for the purpose of securing the payment of the bonds issued under the said General Mortgage, bonds have, and under the terms of said General Mortgage, been issued, including the following:

(1) $18,030,047 of the Mortgage Loans of the Schuylkill Navigation Company, commonly known as Loans of 1872-1897.

(2) $93,417 of the Mortgage Loans of the Schuylkill Navigation Company, commonly known as Loans of 1882-1907.

(3) $1,000 of the Loans of the Schuylkill Navigation Company, commonly known as the Loans of 1897.

(4) $13,500 of the loan of the Schuylkill Navigation Company, commonly known as the Improvement Loan.

(5) $71,500 of the Boat and Car Loans of the Schuylkill Navigation Company.

(6) $64,000 in the Preferred Stock of the Schuylkill Navigation Company.

(7) $26,500 in the Common Stock of the Schuylkill Navigation Company.

(8) The following securities and stocks of the Susquehanna Canal Company:

First mortgage preferred	$227,000 00
First mortgage priority	99,810 58
Third mortgage six per cent	1,316,376 52
Fourth mortgage seven per cent	288,000 00
Stock	1,920,273 84

(9) $239,500 in the First Mortgage Loan of the Pickering Valley Railroad Company.

(10) $504,000 in the First Mortgage Bonds of the Colebrookdale Railroad Company.

(11) The following securities of the Catawissa Railroad Company:

10 per cent. Chattel Mortgage Bonds, 1868. $98,450

1888. 24,500

5 per cent. Chattel Mortgage Bonds, 1880. 24,500

7 per cent. Bonds, 1917. 62,000

AS THE SECOND PARCEL,

The following property of The Philadelphia and Reading Coal and Iron Company:

I.

The following coal lands, coal leases, iron ore lands, furnace properties and other real estate:

COAL LANDS.

No. 1. Trevorton estate. 2. Associate lands. 3. Zimmerman and Reiter tracts. 4. John Boyd tract. 5. Shamokin and Bear Valley tracts. 6. M. F. Leveroni tract. 7. William M. Rockefeller tract. 8. Big Mountain lands. 9. Weitherill, Gray Clover and Boody tracts. 10. Preston Miller survey. 11. Bittenbender lands. 12. George Schall tract. 13. McIntyre lands. 14. William Shoed tract. 15. Hefenstein lands. 16. Locust Mountain Summit Improvement Company lands. 17. Samuel Morgan tract. 18. Mount Carmel Coal and Iron Company lands. 19. Mount Carmel and Locust Mountain Coal Company lands. 20. Locust Dale estate. 21. Ashland estate. 22. Fountain Springs tract. 23. Neuhard's farm tract. 24. Locust Mountain tract. 25. William Jones tract. 26. Philadelphia and Mahanoy lands. 27. James McNeal tract. 28. Taggart tract. 29. Seifert tract. 30. Shaefer tract. 31. Kear and Patterson lands. 32. Ely and Richie tract. 33. Andrew Love tract. 34. Summit lands. 35. Tamaqua lands. 36. Coal Bluff tract. 37. Neal and Allen tract. 38. Gutterman or Tuscarora tract. 39. Gilmworth tract. 40. Eagle Hill tract. 41. Mary Patterson tract. 42. Valley Furnace lands. 43. Lewis tracts. 44. Ravensdale tract. 45. Dilkanna tract. 46. Lee lands. 47. Repp and Keim tracts. 48. Repp's heirs' tract. 49. Saw Mill tract. 50. St. Clair tract. 51. Silmaker tract. 52. Flowery Field tract. 53. West Flowery Field tract. 54. Mount Laffee tract. 55. Oak Hill tract. 56. Duncan lands. 57. Houston or Russel tract. 58. Cait tract. 59. Samuel Heffner tract. 60. Minerville tract. 61. Minerville Coal Reserve. 62. Carey and Hart tract. 63. Jenny Laine tract. 64. Diamond tract. 65. Gette and Wagner lands. 66. Manhattan lands. 67. Catharine Groh tract. 68. Hammer and Hoy tract. 69. Pinkem's Park tract. 70. Hunter and Lanson tract. 71. Llewellyn lands. 72. Salem tracts. 73. Little Klauser tract. 74. Reed tract. 75. Harmon and Meyer tract. 76. Little Schall tract. 77. Big Schall tract. 78. Gunkel and Trenham tracts. 79. Farquhar lands. 80. Green lands. 81. Swatara lands. 82. Schuylkill and Dauphin Improvement and Railroad Company lands. 83. Tower Mecomsey et al. lands. 84. Francis Spatzer tract. 85. One-eighth of Joseph S. Silver tract. 86. Henry Houtz tract. 87. Alexander Klinger tract. 88. Philip Kuntzleman tract. 89. Sports and Delano lands. 90. Leonard Illig tract. 91. Peter Levengood tract. 92. Munson and Williams lands. 93. Keffer tract. 94. Fishing Creek tract (north). 95. Fishing Creek tract (south). 96. Michael Seltzer tract. 97. Schuylkill and Susquehanna lands. 98. Peter Kessler tract.

COAL LEASES.

99. Lease from the Preston Coal and Improvement Company. 100. Lease from the Delaware Coal Company. 101. Lease from the Mammoth Vein Coal and Iron Company. 102. Lease from the Tremont Coal Company. 103. Lease of Green tract. 104. Lease of Henry Miller and Sarah Moore tracts. 105. Lease of Conrad Mertz tract. 106. Lease of Hepburn tract. 107. Lease of one-fourth of Bernard Hubley tract. 108. Lease of part of Andrew Little tract. 109. Lease of one-eighth of the Alexander Nunzer tract. 110. Lease of one-half of Kimmer, Moyer and Spaetzer tracts. 111. Lease of Nancy Kimmer tract. 112. Lease of Flowery Field Saw Mill and Ellmaker tracts and Lee lands. 113. Lease of West Bear Ridge Colliery. 114. Lease of East Bear Ridge Colliery. 115. Lease of Henry Clay Colliery. 116. Lease of Derrings Colliery. 117. Lease of Big Ridge Colliery. 118. Lease of Girard, Mammoth, and Cooper Collieries. 119. Lease of Tuscarora and North Ashland Colliery. 120. Lease of Raymond and Conner Collieries. 121. Lease of Girard Colliery.

IRON ORE LANDS.

122. Putnam Valley, N. Y., lands. 123. Putnam County, N. Y., ore lands. 124. Nelson County, Va., iron ore lands. 125. Nelson and Amherst Counties, Va., iron ore lands. 126. Alleghany County, Va., iron ore lands. 127. Scrabbletown, Pa., land. 128. Big Pond, Pa., estate. 129. Rolling Spring lease, Pa. 130. Helm and Vanasdlen lands.

FURNACE PROPERTIES.

131. Bechtelsville. 132. Swedeland. 133. Mary Furnace. 134. Kutztown. 135. Pottstown. 136. St. Clair. 137. Ringgold. 138. Monocacy. 139. Port Carbon Furnace and Rolling Mill. 140. Powhatan Furnace, Va.

OTHER REAL ESTATE.

141. Office building and lot, Pottsville. 142. Acre lot, Branch Township. 143. Tower City lands. 144. Lot of ground, Chestnut street, Reading. 145. Reading Iron Works, Brooklyn, N. Y. 147. Twenty-ninth Street Depot, Beachwood, New York City. 148. New Bedford Depot, Mass. 149. Newburyport Depot, Mass. 150. Salem Depot, Mass. 151. Mahanoy City Pottsville shops. 152. Bellefonte lots. 153. Surface—Town of Locust Dale. 154. Surface—Ashland. 155. Hegins Township lot. 156. Port Carbon lots. 157. Perkiomen County lands. 158. Lot at Preston. 159. Various Schuylkill County lands. 160. Cameron Township lands.

And all other real estate of said Coal and Iron Company, wherever situate, owned by it at the date of the execution of said General Mortgage, or by it thereafter in any manner acquired or held for its benefit or in trust for it; all railroads and all branches, extensions, sidings, and turnouts of any railroad then belonging to said Coal and Iron Company or thereafter constructed or in any manner acquired by it; all lands, coal leases, iron ore leases, mines, collieries, breakers, engines, workshops, machinery, stations, buildings, improvements, tenements, and hereditaments then owned by it or by its benefit or in trust for it; all rights, franchises, leases, all locomotives, tenders, coal cars, carriages, and all other engines, cars, rolling stock, tools, implements, horses, mules, and materials; all rights, franchises and other rights, privileges, appurtenances and franchises of said Coal and Iron Company or connected with or relating to the said lands, coal or iron mines, railroads or other properties or any of them, owned by said Coal and Iron Company at the date of the execution of said General Mortgage, or by it at any time thereafter constructed or acquired; all and singular the tolls, rents, revenues, issues, profits, and income of the Coal and Iron Company derived from said railroad, canal, coal or iron mines and other property; and all streets, ways, alleys, passages, waters, water courses, easements, rights, liberties, privileges, hereditaments and appurtenances whatever unto any of the said mortgaged premises and estates belonging or appertaining; and all the estate, right, title, interest, property, claim and demand of every nature and kind whatsoever of the Coal and Iron Company, as well at law as in equity or in and to the same, and every part and parcel thereof.

Excepting therefrom any property heretofore conveyed and transferred under the powers reserved in said General Mortgage.

II.

The following shares of the capital stock of other corporations owned by said Coal and Iron Company, but subject to a re-pledge thereof by it to The Philadelphia and Reading Railroad Company under a mortgage dated July 1, 1874, viz.:

Name of Company.	No. of Shares.
Preston Coal and Improvement Company	50,683
Fulton Coal Company	60,337
Locust Dale Improvement Company	50,727
Tremont Coal Company	118,354
Mammoth Vein Coal and Iron Company	50,727
Delaware Coal Company	4,716

All property, real and personal, of every character and description, which or any beneficial interest in which, has been acquired by the Receivers of the Philadelphia and Reading Railroad Company and of the Philadelphia and Reading Coal and Iron Company in the course of the operation and management of either of said two parcels or parts thereof, or any beneficial interest in which, they are or may become entitled will the said in connection with such parcels respectively, including all income, proceeds of income, bills and accounts receivable, and all other property, received by said Receivers in the management or operation of such parcel or parts thereof, or any and all property appurtenant to such parcel, or portion of it thereto and acquired for use in connection with or for the purposes of such parcel or the business of said Railroad Company or of said Coal and Iron Company in connection therewith and vested in or standing in the name of the said Receivers, or to which said Receivers may be entitled or shall have acquired title, at the time of delivery to the purchaser of such parcel, all equipment and all coal in possession of said Receivers at the time of the delivery of such parcel to be delivered as part of and in connection with the parcel in respect of which it shall have been acquired or received by the Receivers.

For a fuller and more detailed description of the property, subject to said General Mortgage, reference is made to said decree and to said General Mortgage.

The entire mortgaged and pledged property of every description of said The Philadelphia and Reading Railroad Company, including all property and credits acquired by the Receivers from the operation thereof, and the entire mortgaged and pledged property of every description of the said The Philadelphia and Reading Coal and Iron Company, including all property and credits acquired by the Receivers from the operation thereof, and the entire property pledged by said Reorganization Trustees, is hereby specifically and respectively in each case as a whole, and as the First Parcel, the Second Parcel, and the Third Parcel respectively hereinbefore described.

Subject, however, to the right of a majority in interest of the General Mortgage bonds outstanding by requisition in writing to be delivered to the undersigned Trustee, to direct a separate such sale, to direct such Trustee to sell and properties in such parcels as they may deem best.

No bid will be received in respect of the mortgaged property, or of any parcel thereof separately offered, from any one offering to bid, who shall not first deposit as pledge that he will make good his bid, in lawful money or certified checks or checks on a national bank or banks in the City of Philadelphia or the City of New York, the sum of $500,000 in money, or in certified checks or checks on a national bank or banks in the City of Philadelphia or the City of New York, or $100,000 par value of the bonds secured by said General Mortgage with all unpaid coupons attached. The deposit so required from any unsuccessful bidder will be returned to him on the property so bid for being struck down, and the deposit received from any successful bidder will be held by the undersigned Trustee subject to further order of said court to be applied on account of the purchase price of the property for which such bid was made.

On the acceptance of any bid, the purchaser must forthwith deposit with the undersigned Trustee the sum of $500,000 in money, or in certified checks or checks on a national bank or banks, or trust company or trust companies, in the City of Philadelphia or the City of New York; or $1,000,000 par value of the bonds secured by said General Mortgage; but any cash or bonds which may have been previously deposited by the successful bidder as a pledge that he would make good his bid will be received on account of the amount so required of him on the acceptance of his bid.

In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the Trustee, or shall fail, after such acceptance, to comply with any order of said court relating to the property hereof, or the consummation of the purchase, then the sums in cash or bonds deposited by such purchaser or purchasers will be forfeited as a penalty for such failure, and will be applied towards the payment of the expense of a resale, and towards making good any deficiency or loss in case such property shall be sold at a price less than that bid at the prior sale.

If the Court shall not confirm the sale for which a deposit shall have been made, such deposit will be returned to the bidder.

Upon confirmation of any sale by said court, the purchaser must make further payment or payments in cash, on account of his bid, as from time to time the Court may direct. The purchaser of any parcel may satisfy and make good any part of his bid not required to be paid in cash by turning in to be cancelled or credited any of the bonds and matured and unpaid interest secured by said General Mortgage, but held by such purchaser, counting such bonds and interest for that purpose at the sum which shall be payable to the holder thereof out of the net proceeds of such sale of such parcel as his just share of such net proceeds after allowing for the proportion of the payment which may be required in cash; and, if such share of such net proceeds shall be less than the amount then due upon such bonds, such purchaser may make such settlement by receipting on such bonds the amount to be credited thereon. In case the purchaser thereof shall omit to make any payments on account of the unpaid balance of the purchase price within thirty days after the entry of an order requiring such payment, the Court may resell any parcel upon such notice as it may direct.

The purchaser or purchasers of the property of said The Philadelphia and Reading Railroad Company subject to said General Mortgage must, as part consideration, and in addition to the sum bid for such property, take the same and receive the deed or deeds therefor, subject to the express condition that, to the extent that the assets or the proceeds of assets in the hands of the Receivers in the above entitled cause shall be insufficient, such purchaser, or his successors or assigns, shall pay, satisfy, and discharge any unpaid compensation which shall be allowed by the court to said Receivers, and any indebtedness, obligation or liabilities which shall have been contracted or incurred by said Receivers, before they shall have delivered possession of the property sold, whether or not evidenced by certificates; and also any indebtedness or liability contracted or incurred by said The Philadelphia and Reading Railroad Company and The Philadelphia and Reading Coal and Iron Company, or either of them, in the operation of the mortgaged property, prior to the appointment of said Receivers, which is prior in lien or superior in equity to said General Mortgage, and which shall not be paid or satisfied out of the income of the property in the hands of said Receivers, or out of the assets or out of the proceeds of the assets in their hands, upon the Court adjudging the same to be a charge upon the property held for its benefit or in trust for it, or superior in equity to said General Mortgage and directing payment thereof.

All payments for any such purpose made by the purchaser or purchasers, upon the final accounting and discharge of the Receivers will be treated as advances and subject to final adjusting on such accounting.

For the purpose of enforcing such payment in accordance with said decree the Court retains jurisdiction of said cause, and reserves the right to resell such parcel of said property in case the purchaser or purchasers, his or their successors or assigns, shall fail to comply with any order of the Court for the payment of such part of the debtedness or liability within thirty days after the service of the copy of such order.

The purchaser or purchasers of any parcel constituting part of the franchises, rights or property must take the same subject to the performance by him or them, or his or their successors and assigns, of all pending contracts thereofore lawfully made by the Receivers in respect thereof.

For further particulars reference is hereby made to the above-mentioned decree.

Dated Philadelphia, June 1, 1896.

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by HENRY N. PAUL, President.

JOHN G. JOHNSON, FREDERICK W. WHITRIDGE, GEORGE L. RIVES, } Solicitors.

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