tion to-morrow. They came down to see that no snap judgment was taken and when informed that the house would simply organize and then adjourn until Wednesday, determined to go home and vote. The election will be a close one, and every vote counts. Two years ago, Mayor Hugo, republican, was seated after an appeal to the supreme court, his plurality over Henry Truelson, his present opponent, being only six votes.

SOME TAX FIGURES

A Timely Compilation Made by State Auditor Dunn.

The total assessed valuation of Minnesota for 1901 was $600,980,614.

State Auditor Dunn has issued an abstract of the tax list by counties, showing this amount. The 1900 valuation was $588,016,688, divided as follows: Personal property, $98,803,235; real estate, town and city, $222,574,057; real estate, county, $266,639,396.

The realty valuation of 1900 remained in force last year, but the total was increased by new townsites and new farm acreage being put on the list, the city real estate property being valued in 1901 at $225,800,350, while country realty increased to $267,340,220.

Personal property valuation, which in 1900 amounted to $98,803,235, was increased last year to $107,840,044, exclusive of all exemptions.

The total taxes levied are $16,269,671.55. The state revenue levy of 1.6 mills should bring $961,734.89, and the school and university tax $739,439.76.

Lower Levy Under New Law.

State Auditor Dunn said this morning: Apparently the levy should bring about $1,700,000 to the state. The actual receipts will fall a third short of this. Under our present tax law abatements and delinquent taxes reduce the collections to that extent. If the new law passes, we will get pretty near what is levied, and that is another reason why the levy could then be reduced. I believe that the state levy can be reduced to half a mill under the new law.

A DUAL VIEWPOINT

J. W. Shadewald Thinks Present Grain Tax on Right Basis.

The present system of taxation of grain at terminal elevators is the correct one, according to J. W. Shadewald, who was for several years a deputy assessor in Minneapolis, and who is also well versed in the grain trade. Moreover, in his opinion the proposed tax law would drive the grain business out of Minneapolis and Duluth to other states.

Mr. Shadewald was appointed a special assessor in 1896 to look after logs, lumber and grain, commodities that up to that time had been largely escaping taxation. It was agreed at the assessor's office that there should be assessed on grain stored in Minneapolis elevators $1,750,000. Mr. Shadewald took the matter up with a committee of the grain men and it was agreed that this amount should be placed on the assessor's books under the item of credits, and in order that the assessor should have no trouble in getting this amount, the elevator men made themselves liable for the tax, despite the fact that they did not own the grain. They have kept their agreement to the letter since that date. Speaking of the effect of the proposed law he says:

I believe that the proposed tax bill would drive every terminal elevator company out of business in Minneapolis and Duluth. To illustrate how it would work if the grain were assessed against each individual owner: The elevator men would give the name of the person owning the grain and if the person lived in some other state we would assess his grain full value and the same would be placed on the tax books in Hennepin county. This grain is loaded out of the elevator during the summer months and shipped out of the state. Six months after that the tax becomes due. The treasurer sends notice to the person owing the tax, but we find in nearly every case taxes due on grain against non-residents are never paid and there is no way it can be collected; it remains on the books forever. Under the present system the elevator men pay the tax so assessed against the grain in store thereby causing less expense to the county than in cases where the grain is assessed against non-residents.

It is about two years ago that the state board of equalization undertook to raise the elevators 33 1-3 per cent upon information received that all elevators were assessed at $290,000, when in fact the amount was nearly $3,000,000. I prepared a correct statement and appeared before the state board and when they learned the facts they agreed that if anything the elevators were assessed too high compared with other property and they voted to lower them to place them in line with other property. I can prove that there are elevators now assessed for more than double what it would cost to build them, but the owners keep on paying taxes on the amount levied.

I believe that all manufacturing plants should be favorably considered. I found in all my experience, as assessor, that there is only one class of property that escapes taxation and that is goods owned by foreign corporations that carry goods in public warehouses, such as sugar owned by the trust. I spent considerable time in hunting up this property. I found thousands of barrels in store that they were paying storage charges on and was liable for taxation, but when we placed it on the tax books they employed an attorney to fight the matter in the courts and in every case they were successful in getting rid of paying their tax although they keep large stocks in store and need fire protection and use the streets in carting the same for delivery. I believe that with the system now in force, with good, competent men to list the property, much can be accomplished.

In regard to taxing balances in banks: I wish to say that the grain men have listed their bank balances with me the first day of May. I always insisted on seeing their books as to their balance. I believe that if banks are required to give balance of customer to the assessor it will drive the money out of the banks and cause all kinds of trouble. The country banks will draw their balance from our city banks and the business firms that now make returns on their balances will deposit their money in eastern banks and we will get less than we are getting now.

TAX LAW AND MANUFACTURERS

Industry Should Be Encouraged by Favorable Tax Laws

In the course of a conversation this morning about the proposed new tax law, H. J. Burton, president of the Plymouth Clothing House, which, in addition to being a mercantile house is also a large manufacturing concern, suggested some facts with regard to the bearing of the law upon local manufactures which, at its request, he has agreed to let The Journal use. He said:

Economically considered, I think the pay rolls of this city, or any other city, are the foundation of its present and future prosperity. The manufacturing pay rolls should be increased rather than decreased, and any tax which tends to prevent manufacturing would reduce the value of all real estate.

In our business at The Plymouth Clothing House, we aim to manufacture the goods we sell as much as possible, especially shirts, clothing and furs, and, in our opinion, the proposed tax, imposing a valuation of full value on all materials employed in manufacturing, would make it imperative for us to have our manufacturing done outside of the state.

In New York city, capital employed in manufacturing and commerce is much more lightly taxed than here under the existing laws, and we have been compelled, therefore, to manufacture three-quartrs of our clothing in that city. In our fur manufacturing business, however, which is all done in Minneapolis, we buy our raw skins chiefly in the springtime in order to manufacture through the year. The proposed tax law would increase the valuation on all these skins to such an extent that we do not care to take the chances; so at present we are shipping all our furs direct to New York as fast as we buy them, instead of holding them here for our own manufacturing workroom.

Fur manufacturing employes are necessarily skilled operatives, receiving high salaries. Many have been brought here from other cities, and they make good citizens; but we should have no employment for them in Minneapolis if the proposed tax bill passes.

I do not see how any manufacturing business can be operated under the proposed tax law and compete with similar manufacturing plants in more favored cities. Undoubtedly other manufacturing we do here in Minneapolis would be similarly affected. All manufacturing done in the city that can be done elsewhere would at once escape from the burden of these taxes, and if the tax law cuts down the manufacturing pay rolls, many of the stores will have to retire from business and real estate values decline.

If the money now invested in the Hennepin county courthouse had been used in exempting from taxation all manufacturing enterprises for ten or twenty years, Minneapolis would, in my opinion, have had a much larger population and an increase in real estate valuation enough to offset all personal property.

Rider an "Anti."

S. D. Rider, one of the populist members from Otter Tail county, is opposed to the tax bill from start to finish. He says it is against the interests of the farmers, and that they will hardly know the bill when the legislature gets through with it.

The Stimulus of Pure Blood

That is what is required by every organ of the body, for the proper performance of its functions.

It prevents biliousness, dyspepsia, constipation, kidney complaint, rheumatism, catarrh, nervousness, weakness, faintness, pimples, blotches, and all cutaneous eruptions.

It perfects all the vital processes.

W. P. Keeton, Woodstock, Ala., took Hood's Sarsaparilla to make his blood pure. He writes that he had not felt well but tired for some time. Before he had finished the first bottle of this medicine he felt better and when he had taken the second was like another man—free from that tired feeling and able to do his work.

Hood's Sarsaparilla

Promises to cure and keeps the promise. Accept no substitute, but get Hood's today.

NOYES HOPELESS

Indications That His Attorneys Can Do Nothing for Him.

From The Journal Bureau, Room 45, Post Building, Washington.

Washington, Feb. 3.—The attorneys for Judge Noyes and C. A. S. Frost have about agreed that the supreme court will not entertain a motion for a writ of certiorari in either case and so no application for it will be made. The attorneys say they will probably take a new line of attack, but it is believed here that nothing can be done.

The Washington Post has two columns on the front page to-day, evidently inspired, in which it accuses Judge Noyes of feigning illness in San Francisco and says it has been the regular practice of men convicted on account of Nome matters, beginning with McKenzie, to get sick.

Senator Tillman got busy with the Noyes-Frost cases to-day. He read in the senate an article from to-day's Washington Post attacking Noyes and Frost, and at the end of each paragraph interjected characteristic comment.

The article was strongly anti-Noyes and pointed out that both he and Frost, although convicted and sentenced, were drawing their salaries and a per diem for expenses, and were being protected by an influential coterie of republican politicians in Washington.

"I should like to know who these politicians are," shouted Tillman, and then he said he thought the writer of the article should be summoned before the judiciary committee and made to tell what he knows of the case.

As a result of this publication Noyes' friends in Washington are considerably stirred. Attorney Hanna had a long conference with Attorney General Knox today, who has promised him a full hearing. This hearing will probably be made in connection with an application for pardon for Frost and of the transfer of Noyes to another circuit in Alaska, his friends holding that mere pardon will not exonerate him.

The motive for the publication in the Post is apparent. It was supposed that Noyes and Frost would to-day, in view of the court's intention to adjourn to Feb. 24, apply for a writ of ceertiorari and the anti-Noyes people wanted the article to fall under the eyes of the supreme justices at their breakfast tables this morning, hoping in this way indirectly to call the court's attention to the facts as they allege ethey exist.

The stay of thirty days granted Frost will expire the last of this week, but will probably be extended. Frost is still in Washington. Judge Morrow of the California court of appeals is also here and a part of the Post's article to-day was an interview with him regarding the case, in which he took strong ground against Noyes and Frost.

—W. W. Jermane.

LET THE CHINESE IN

So Cries a Powerful Lobby in Washington.

MANY INTERESTS REPRESENTED

Canadian Pacific and Other Railroad Companies Fighting to Prevent Exclusion.

New York Sun Special Service

Washington, Feb. 3.—The most powerful lobby that has assembled in Washingtin in years is opposing the re-enactment of the Geary Chinese exclusion law. The members of the lobby represent diversified interests, which not only honeycomb this continent, but extend across the Pacific to the Philippines, taking in the Hawaiian islands.

Coloned Parker of Honolulu, who has caused the administration infinite trouble by circulating a story that he was to succeed Sanford B. Dole as governor of Hawaii, devoted most of his time while in Washington to lobbying for the defeat of the re-enactment of the Geary law. Former Senator John M. Thurston of Nebraska, is working early and late, presumably on behalf of the Union Pacific railroad, to have the Geary law shelved. The Candian Pacific is represented by a staff of four lawyers and the general counsel of the Southern Pacific is now on his way to join the colony of lobbyists. The Pacific Mail Steamship company has had a representative for several weeks. Five cotton mills situated in the south have attorneys in almost daily attendance at the meetings of the committee which are considering the Chinese bills.

The Chinese government is represented by John W. Foster and probably by other lawers. Mr. Foster admitted to the house committee on foreign affairs that he had accepted a retainer from Minister Wu Ting-fang. Then, too, several development corporations which are awaiting an opportunity to break into the Philippines with schemes of exploitation which have been temporarily suppressed are eager for free Chinese immigration.

Their Motives.

Colonel Parker wants Chinese in Hawaii to work in the sugar fields. The trans-Pacific and Trans-Continental transportation companies are desirous that the law shall not be re-enacted because they want the revenues that would accrue from carrying hordes of Chinese to ports of the United States. The southern cotton mill owners are using the argument that their trade with the Orient would materially increase if the exclusion barrier was broken down.

A prominent western representative who holds an important place on the house committee on foreign affairs has attended not only all of the meetings of his own committee, but of the senate committee on immigration. His experienced eye instantly comprehended the personnel of the Chinese lobby. He quietly warned the California representatives who are in Washington of the character of the forces which they are required to combat. The California men held a secret meeting last night and carefully went over the situation. They think they understand now the reason why there has been such slow progress in arriving at a conclusion about the merits of pending bills.

Samuel Gompers, president of the American Federation of Labor, appeared before the committee on foreign affairs to-day as the representative of the allied labor forces of the country and made a plea for the enactment of the pending exclusion bill. Mr. Gompers, who understands the nature of the influences that have been delaying action, impressed upon the majority members of the committee the urgent necessity for passing a Chinese exclusion bill before May 1.

THE WAGES OF SIN

If Is Death in the Case of the Biddles.

BROTHERS DIE THE SAME NIGHT

Coroner Finds That Ed Died From His Own Hand and Jack From Officers' Bullets.

Butler, Pa., Feb. 3.—John Biddle, who was considered the more likely of the brothers to escape death, succumbed first and died Saturday evening. His brother Ed died at 11 o'clock the same night. Mrs. Soffel, who developed symptoms of pneumonia, has a chance for life, and unless some unforeseen complication sets in will recover. As long as he was able, Jack was extremely talkative and at times boastful. But as soon as the shadow of death began to fall upon him, and he recognized it, he became repentant. Said he:

I know that my time here is short, and you can say for me that I am a Christian and will die a sincere believer in God, and hope I will have strength enough to say so at the last. I know I have taken part in many wrong deeds, but I have never killed any man and was never implicated with any one who did. I wish I could see Mrs. Kahney. I would tell her the truth about the killing of her husband. This life has been pretty tough to me, and the end cannot come too quick, and I don't care how.

Revealed by a Love Letter.

A lost love letter from Ed Biddle to Mrs. Soffel, found in the snow near the scene of their capture, reveals the long careful plot for their escape from the Allepheny county jail. The letter clearly shows the hazardous undertakings of the infatuated woman to secure the escape of the Biddles. Since Dec. 2, 1901, they had been making preparations to escape.

The epistle tells how Mrs. Soffel carried the saws to the cells of the Biddles. It manifests the infatuation of Mrs. Soffel for the murderer and burglar. It clearly shows the wonderful influence Ed Biddle had over Mrs. Soffel. Mrs. Soffel fell in love with Ed Biddle in November. The burglar soon realized his power over her. It was not long until he started to write love letters to her. His affection was reciprocated. Mrs. Soffel consented to lend them her aid in escaping. Between Dec. 14 and 16 they had completed all arrangements to escape from the jail. Then they learned of the governor's respite. After this Ed Biddle almost persuaded Mrs. Soffel to fly gwith him and his brother.

Disguised as Nuns.

Wearing the garb of nuns of the Roman Catholic church, under the protecting wing of which the condemned murderers had found spiritual rest, the Biddles and Mrs. Soffel had resolved to make their escape. It was Mrs. Soffel's plan and the arrangement was that as soon as the trio had reached a place of temporary safety, they were to don the black robes and veils as traveling Sisters of Mercy and make for some remote mining place in Canada where they were to live together. Mrs. Soffel's dead lover had told her that he intended to give up his former nefarious trade and work in the mines with Jack. This plan was made known to Dr. McCurdy Bricker at the Butler hospital by Mrs. Soffel and was confirmed by Jack Biddle. The thought that, though the means was dear, she had assisted her lover to escape the scaffold, seemed to soothe Mrs. Soffel's mind and wounds. She remarked that she had accomplished her purpose and was ready to meet her fate.

Coroner's Verdict—Brutal Detective

The coroner's jury decided that Ed Biddle came to his death by a revolver shot fired from a 32 caliber revolver by himself and that Jack Biddle met his death from a gunshot wound inflicted by the officers in the discharge of their lawful duty. The evidence bears out the statements that the Biddles intended to kill themselves rather than be taken alive and that Ed succeeded in his attempt, while Jack failed, though his life was forfeited.

The testimony given by Deputy Sheriff Hoon reflected severely on McGovern, one of the Pittsburg detectives. Deputy Hoon said that he approached the Biddles with McGovern, who was armed with a Winchester rifle, and who struck Jack Biddle, who lay face downward on the ground, with the butt of the weapon and then stepped back and fired a shot into him. He was about to shoot Ed Biddle when the deputy interfered. The deputy claimed the detective acted in an inhumane and brutal manner and tried to kill the men when they lay defenseless in the snow.

BODIES REACH PITTSBURG

Curious People Injured in a Rush at the Station.

Pittsburg, Feb. 3.—The remains of Edward and John Biddle arrived this morning and were taken to the Pittsburg morgue. When the train drew in there was a rough scramble to get to the platform of the depot, during which several people were bruised by being crushed against the side of the stairway. The bodies will be turned over to the brother, Harry Biddle, who will see that they receive interment in the South Side cemetery. The funeral will be conducted as privately as possible.

If Mrs. Coffel lives, in addition to answering the charge of aiding prisoners to escape, she will be confronted by charges of furnishing the Biddles with firearms and aiding in the felonious assault upon the jail guards and the officers who effected the capture in Butler. Mrs. Soffel is taking steps to defend herself and has written to a prominent Pittsburg attorney to engage his services. Her father is quite well-to-do, and as her parents are relenting she hopes to receive aid from them.

The prison board is satisfied Mrs. Soffel had assistance within the prison walls and before the Biddle incident is finally closed it is probable there will be an almost entirely new force of attaches at the jail.

The county authorities do not believe Ed. Biddle's dying statement implicating Jennie Seibers in the Kahney murder and it is not likely any action will be taken by them.

Concerning Jennie Siebers.

Milwaukee, Feb. 3.—Jennie Siebers returned to Milwaukee last June, after having given evidence at Pittsburg in support of the claim of Dorman, who was awaiting sentence, placing all of the blame for the murder of Kahney upon the Biddle boys. She claimed not to have been at the scene of the murder, and there was no evidence to show that she was, and this is the first time that there has been even an intimation that she was a participant in the burglary and subsequent murder. She disappeared from Milwaukee last December. The Milwaukee police have located her at Woodruff, Wis. The story told by Edward Biddle implicating the girl is not believed.

KNOWN IN ST. CLOUD

Miss Minnie Clark Murdered in a New York Resort.

PARENTS LIVE IN BENTON COUNTY

She and Heilpern, the Convicted Embezzler of Minneapolis Were Intimate.

Special to The Journal.

St. Cloud, Minn., Feb. 3.—Mrs. Minnie Clark, said to have been murdered in a notorious resort in New York city, is well known in this section, having lived here for years and attended schools in this vicinity in her younger days. She was a daughter of E. F. Hall, an ex-representative in the legislature from Benton county, and grand daughter of Rev. Mr. Hall, who was for many years an Indian missionary in northern Minnesota.

The dead woman has a daughter, May by name, now living with Mrs. Hall in Minden, Benton county. This daughter was rescued from a life of vice by the Gerry society of New York some time ago and sent back to Minnesota. She is known as May Dolan, and her father is a Great Northern railway man living in Minneapolis.

Mrs. Clark was at one time a favorite of Louis Heilpurn, who served a term in the penitentiary for extensive peculations committed in Minneapolis. She has been discarded by her people for many years. They are well-to-do and have always been highly respected in Benton and Stearns counties. The woman had lived a fast life for several years.

DETAILS OF DEATH

Mrs. Clark's Throat Was Cut—Two Arrests Made.

New York, Feb. 3.—Investigation by the police to-day confirms the belief that the woman found dead in a Chrystie street house last night, with her throat cut, was murdered and a knife placed in her hand afterward to give the appearance of suicide.

The woman's identity was established as that of Minnie Clark, 33 years old, who came here some time ago with her 17-year-old daughter, May, and her husband, William Clark, from St. Cloud, Minn.

A year ago the husband became insane and was confined in an asylum.

A neighbor heard a quarrel going on in the house Saturday and other circumstances which have come to light make the police more strongly inclined to the murder theory.

Last night two detectives entered the house in search of smallpox suspects and unexpectedly discovered what they affirm to have been a brutal murder.

On a bed in a poorly furnished room lay the body of a once handsome woman, on whose face were the marks of dissipation. Her throat had been cut and in her hand was a knife.

Despite the latter fact, the detectives assert that the nature of the wounds was such that it would have been almost impossible for the woman to have inflicted them herself.

In a box on a dresser were found several letters. One of these said that Harry A. Macomber was a steady young man. It was signed by R. L. Foster of the Danversport Rubber company of Danversport, Mass.

The janitor of the house said that when the woman first came there she was accompanied by a man. She wrote their names on a slip of paper as "Macomber and wife."

The police say several similar murders have been committed in the house.

Two Arrests Made.

Two arrests have been made in connection with the death of the woman and the police are positive a murder was committed. The man wanted by the police is the man last seen with the woman, Harry Macomber, driver of a mail wagon. He cannot be found and has been missing since Saturday morning. He had been living recently with the woman, whose real name, it was learned to-day, was Minnie Clark. She was a daughter of an Episcopal clergyman of Minnesota who had spent his life as a missionary among the Indians of the northwest. She came to this city from St. Cloud, Minn., several years ago with her husband and her 17-year-old daughter, May.

Clark was a conductor on the Manhattan elevated railway.

Her husband's misfortune seemed to make Mrs. Clark desperate and she began drinking heavily and soon became a familiar figure along the Bowery. Before sinking to this level, she sent her daughter back to St. Cloud. Mrs. Clark, who was 33 years old, subsequently made the acquaintance of William Bauer, 22 years old, a bartender, and lived with him at various times. She then took up her home with Harry Macomber. Bauer, who was arrested told the police that he saw the woman early Friday evening with Macomber at No. 15, Bowery.

Otto Meyer, a butcher, was the second man to be taken into custody. He says he met Macomber and Mrs. Clark soon after 1 o'clock Saturday morning. Coroner's Physician Higgins performed an autopsy to-day and announced that death was due to asphyxiation caused by internal hemorrhages.

JUROR GOES INSANE

Tanke Murder Trial Comes to a Sudden End.

CASE MAY GO TO ANOTHER COUNTY

Mind of Juror Anton Kachel Hopelessly Wrecked—Attorneys in a Delemma.

Special to The Journal.

St. Peter, Minn., Feb. 3.—The Tanke trial was suddenly stopped this morning and at this time the affairs in the celebrated murder case are pretty much in the air. This is due to the unfortunate condition of one of the jurors, Anton Kachel, who was taken violently insane yesterday. He was examined by experts on insanity and pronounced to be hopelessly insane. They stated he would not recover and that should he possibly recover it would be a long time in the future.

Confronted with this dilemma the court and attorneys for the state and defense conferred at the opening of court and by consent of the attorneys Kachel was discharged from the jury. It was then proposed by the state that the case proceed with eleven jurors. Mr. Peck of the defense would not consent to this. It was then suggested that a juror be drawn to take the place of Mr. Kachel, but the defense again objected on the ground that there was no statute to warrant such a proceeding.

The court then took a recess until afternoon to permit the attornews to look up the matter. It is said the defense will move to have the case go to another county on a change of venue, in which event it would probably go to Le Sueur county. County Attorney Davis and Judge Webber were interviewed by a Journal reporter, but they said that no decision would or could be reached until court met again.

Kachel, the insane man, is about thirty years of age and was summoned from Lake Prairie. He is a fine-looking young fellow and was regarded as one of the best men on the jury. There has been insanity in the family. A sister has been in the insane asylum and a brother committed suicide. The occurrence is very unfortunate and is apt to complicate the situation.

The cost of the trial up to to-day has been in the neighborhood of $1,500 to $2,000. If it must be started over again it will entail a much larger sum.

VESSELS GO ASHORE

Havoc Caused by the Atlantic Coast Storm.

LARGE STEAMER HIGH AND DRY

New York and Pennsylvania Snowed Under and Railroad Traffic Knocked Out.

New York, Feb. 3.—The strong gale from the west-northwest, which began early last evening and extends all along the north Atlantic coast, continued through the night and this morning. The maximum velocity of the wind was sixty-five miles an hour. All the near-by marine stations reported the sea rough, and from different points along the coast there came news of wrecks and of vessels ashore. The tugs John E. Berwind and E. S. Atwood, which were sent to the stranded steamer Cavour at Long Beach yesterday were unable to return to port and both sank about eleven miles east of the Sandy Hook lightship. The crews were rescued by the German steamer Barcelona.

Fire Island reported a ship ashore at Point Lookout and a barge in distress near the Forge River life saving station. The barge was anchored about two miles off shore and was rolling badly. Atlantic City reported that the four-masted schooner Edith L. Allen went ashore during the night on the Brigantine shoals near where the Claverdale grounded yesterday.

Fire Island also reported that the beach five miles east of the Bellport life saving station was covered with wreckage and it was believed that a coal barge had been lost.

It is probable that it will be necessary to remove the Cleverdale's cargo before she can be floated. The Claverdale was bound from China and Japan for New York with a cargo valued at $2,500,000, consisting of 4,000 tons of tea and 3,000 tons of general cargo. The crew of twenty-five men remains aboard. Thousands of people are viewing the unusual spectacle of a great steamship lying almost out of the water.

In northern New York and portions of Pennsylvania a fierce wind prevails, with heavy snow, and trains are all late.

AGNOSTICISM MILITANT

Kansas City Man Aspires to Robert G. Ingersoll's Mantle.

Kansas City, Mo., Feb. 3.—Kansas City is to be the center of agnosticism of the world and Rev. J. K. Roberts, pastor of the church of This World, of this city, is to be its head and assume the mantle of Colonel Robert G. Ingersoll, if the plans of the trustees of the organization here are successful. The trustees have decided to expand the local church so that agnostics all over the world will be included in its membership and Dr. Roberts is to be sent to every part of the United States to deliver lectures and organize churches. Dr. Roberts, it is stated, will have an unlimited amount of money behind him and have full power to organize churches everywhere. Dr. Roberts, who was a close personal friend of Colonel Ingersoll, has been at the head of the church of This World for the past five years.

Get a Pair

Of Storm Overshoes at the Home Trade tomorrow, the prices will be sensationally low for one day, TUESDAY only.

Child's Storm Overshoes, our regular price 45c, tomorrow.......... 25c

Misses' Storm Overshoes, our regular price 55c, tomorrow.......... 29c

Ladies' Storm Overshoes, heel or spring heel, our regular price 69c, tomorrow.......... 39c

Men's Storm Overshoes, our regular price 95c, tomorrow.......... 48c

All are new, fresh goods, modern shapes.

Home Trade Shoe Store
219-223 Nicollet

SULTANA ALMOST READY.

Duluth, Minn., Feb. 3.—The first of the new ships to be built at Superior for the Duluth Steamship company will be named the Sultana, and she will be a modern lake steamer. The launching will take place within ten days, and the vessel will be christened by Dorothy, the little daughter of Alderman and Mrs. W. S. Moore of Duluth.

NOTICE OF SALE.

THE UNITED STATES FLOUR MILLING COMPANY.

NOTICE IS HEREBY GIVEN that by virtue of a writ of fieri facias issued out of the Chancery Court of the State of New Jersey, in a cause wherein CENTRAL TRUST COMPANY OF NEW YORK is complainant, and THE UNITED STATES FLOUR MILLING COMPANY and others are defendants, in pursuance of a final decree in said cause made on the 31st day of May, 1901, and in pursuance of a decree of the Circuit Court of the United States for the Western District of Wisconsin, made and entered on the 8th day of June, 1901, in a cause wherein the Central Trust Company of New York is complainant, and The United States Flour Milling Company and others are defendants, and in pursuance of a decree of the Circuit Court of the United States for the Eastern District of Wisconsin in a cause wherein the Central Trust Company of New York is complainant and The United States Flour Milling Company and others are defendants, and in pursuance of a decree of the Circuit Court of the United States for the District of Minnesota in a cause wherein the Central Trust Company of New York is complainant and The United States Flour Milling Company and others are defendants, and in pursuance of a decree of the Circuit Court of the United States for the Northern District of New York in a cause wherein the Central Trust Company of New York is complainant and The United States Flour Milling Company and others are defendants, and in pursuance of a decree of the Circuit Court of the United States for the Southern District of New York in a cause wherein the Central Trust Company of New York is complainant and The United States Flour Milling Company and others are defendants, and in pursuance of a decree of the Circuit Court of the United States for the Western District of New York in a cause wherein the Central Trust Company of New York is complainant and The United States Flour Milling Company and others are defendants, I the subscriber, Special Master designated in and by said writ and decrees, will on the fourteenth day of February, 1902, or the day to which I may adjourn the sale, at one o'clock in the afternoon of said day, at the City of Jersey City, in the State of New Jersey, at the Chancery Chambers, No. 15 Exchange Place, in the said City of Jersey City, sell at public vendue or auction to the highest bidder or bidders all the property, rights and interests covered by the certain mortgage of the said United States Flour Milling Company mentioned in the said writ and decrees, and made and executed to the Central Trust Company of New York, as trustee, dated the 1st day of May, 1899, and given to secure an issue of bonds of the aggregate amount of $15,000,000, of which there have been actually issued and are now outstanding bonds to the aggregate amount of $7,504,000, of principal par value, which said property, rights and interest are described in said writ and decrees as follows, to wit:

(1) One thousand and four of the first mortgage bonds of the Hecker-Jones-Jewell Milling Company for one thousand dollars each, dated August 27th, 1892, secured by a Trust Deed or Mortgage of the same date to the Franklin Trust Company, with all unmatured coupons annexed; also twenty-nine thousand and ninety-five shares of the preferred capital stock of the Hecker-Jones-Jewell Milling Company, also nineteen thousand eight hundred and fifty-two shares of the common capital stock of the Hecker-Jones-Jewell Milling Company.

(2) All of the several pieces and parcels of land lying, being and situated in the County of St. Louis and State of Minnesota, described as follows, to wit: All of blocks numbered two (2), four (4) and six (6) in Munger & Peck's Rearrangement of Lot one (1) in the First Subdivision of Rice's Point, according to the plat thereof as the same appears of record in the office of the Register of Deeds of said St. Louis County, including all of the following lots as designated upon the original plat of Rice's Point, as the same appears of record in the office of said Register of Deeds, to wit: Lots numbered eighty-two (82), eighty-four (84), eight-six (86), eighty-eight (88), ninety (90), ninety-two (92), ninety-four (94), ninety-six (96), ninety-eight (98), and one hundred (100) in Block No. one hundred and thirty-nine (139); Lots numbered eighty-one (81), eighty-three (83), eighty-five (85), eighty-seven (87), eighty-nine (89), ninety-one (91), ninety-three (93), ninety-five (95), ninety-seven (97), and ninety-nine (99) in Block one hundred and forty-two (142); Lots numbered eighty-two (82), eighty-four (84), eighty-six (86), eighty-eight (88), ninety (90), ninety-two (92), ninety-four (94), ninety-six (96), ninety-eight (98) and one hundred (100) in Block No. one hundred and sixty-two (162); Lots numbered eighty-one (81), eighty-three (83), eighty-five (85), eighty-seven (87), eighty-nine (89), ninety-one (91), ninety-three (93), ninety-five (95), ninety-seven (97) and ninety-nine (99) in Block one hundred and sixty-five (165); Lots eighty-two (82), eighty-four (84), eighty-six (86), eighty-eight (88), ninety (90), ninety-two (92), ninety-four (94), ninety-six (96), ninety-eight (98) and one hundred (100) in Block number one hundred and seventy-two (172); and Lots numbered eighty-one (81), eighty-three (83), eighty-five (85), eighty-seven (87), eighty-nine (89), ninety-one (91), ninety-three (93), ninety-five (95), ninety-seven (97) and ninety-nine (99) in Block No. one hundred and seventy-five (175); and also, all of the land or land covered with water embraced in any of the streets, avenues and alleys, designated upon said original plat of Rice's Point adjacent to any of the lands and premises in this decree described, together with all the riparian rights and privileges in any manner incident or appurtenant to said premises, or any thereof, including all rights of improvements, occupation and reclamation; also all of the improvements upon said premises hereinbefore described.

(3) All of the pieces or parcels of land lying, being and situate in the County of Douglas and State of Wisconsin, described as follows, to wit: All of lots two (2), three (3), four (4) and five (5), and so much of lot one (1) as lies south of a line drawn parallel to and one hundred and forty-five (145) feet distant northerly from the southerly line of said lot, all in Block two (2) in the Townsite of West Superior, Eighth Division, according to the plat thereof as the same is on file and of record in the office of the Register of Deeds of said Douglas County, together with all of the riparian rights and privileges appurtenant or incident thereto, and all improvements thereon, the same being now within and part of the City of Superior, in said county and formerly part of Lot two (2), in Section ten (10), in Township Forty-nine (49), North of Range fourteen (14) West in said county.

(4) All that tract, piece or parcel of land lying, being and situate in West Superior, in the County of Douglas and State of Wisconsin, known and described as follows, to wit:

All that part of lot numbered 1 in block numbered 2, in the Townsite of West Superior, Eighth Division, which is bounded as follows: Southerly by a line parallel with and 145 feet distant northerly from the south line of said Lot 1; easterly by the westerly line of Hughitt Slip; northerly by the established dock line in Howard's Pocket, and westerly by the east line of Lot "A" of the aforesaid Eighth Division, according to the plats thereof on file and of record in the office of the Register of Deeds in and for said County of Douglas, said property being a part of Lot 2 of Section 10, Township 49 North of Range 14 West.

(5) All those tracts, pieces or parcels of land lying and being in the County of Douglas and State of Wisconsin, described as follows, to wit:

Lots numbered 1, 2 and 3, in block numbered 3, in the Townsite of West Superior, Eighth Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County of Douglas. Subject, however, to the right of way heretofore granted by said grantor (Land & River Improvement Company) to the Lake Superior Terminal & Transfer Railway Company.

(6) All of the pieces and parcels of land lying, being and situated in the County of Douglas and State of Wisconsin, described as follows, to wit:

All of lots numbered three (3), five (5), seven (7), nine (9), eleven (11), thirteen (13), fifteen (15), seventeen (17), nineteen (19), twenty-one (21), twenty-three (23) and twenty-five (25) on Toledo Pier in the Townsite of Superior, according to the plat thereof as the same is on file and appears of record in the office of the Register of Deeds of said Douglas County; together with so much of the land formerly embraced in Bay Street, adjacent to said Block twenty-five (25), as designated upon said plat, as has heretofore accrued to said lot twenty-five (25) by virtue of the vacation of that part of said Bay Street lying between Nettleton Avenue and Toledo Pier, as designated upon said plat together with all of the improvements on said premises and with the riparian rights and privileges appurtenant to or incident to said lands, including railroad connections and rights of access by water and rail and the free use of all railroad tracks between said lots and the dock line in Superior Bay: subject to the rights reserved to the Superior Consolidated Land Company, its successors and assigns to construct and forever maintain and operate a railroad track or tracks along and upon said Toledo Pier, adjacent to said lots for the accommodation of property owners on either side thereof, as set forth in a certain deed from the Superior Consolidated Land Company to the William Listman Milling Company, bearing date August 26th, 1893, and recorded in the office of the Register of Deeds of said Douglas County in Book 44 of Deeds, on page 185.

(7) All of the several pieces and parcels of land, lying, being and situated in the County of Douglas and State of Wisconsin, described as follows, to wit: All of lots numbered eight (8), ten (10), twelve (12), fourteen (14), sixteen (16), eighteen (18), twenty (20), twenty-two (22), twenty-four (24), and twenty-six (26) on Quebec Pier, and all of lots numbered three hundred and seven (307), three hundred and nine (309), three hundred and eleven (311), three hundred and thirteen (313), three hundred and fifteen (315), three hundred and seventeen (317) and three hundred and nineteen (319) on West Bay Street, all in the Townsite of Superior, according to the plat thereof as the same is on file and of record in the office of the Register of Deeds of said Douglas County; also all of the land formerly embraced in said Bay Street between Nettleton Avenue and Quebec Pier, as designated upon said plat, which portion of said street has heretofore been vacated and accrued to the adjacent lots, and including all of the riparian rights and privileges appurtenant or in any manner incident to said property, and any and all thereof, and including all of the improvements on said premises; also all of the land and land covered with water and the right of occupancy, improvement and reclamation thereof, lying and being in front of said above-described lands and extending therefrom out to the established dock line in the Bay of Superior: including also an easement over so much of lots five (5) and nine (9) on said Quebec Pier and over so much of Quebec Pier as designated upon said plat, appurtenant to lots eleven (11), thirteen (13) and fifteen (15) on said pier, as shall be necessary to construct, maintain and operate railway tracks for mill and elevator purposes, in order to give the mills and elevators erected, or which may be erected thereon, railway connections with railroads now or which may hereafter be established adjacent to or in the vicinity of said premises.

(8) All of the several pieces and parcels of land lying, being and situated in the County of Douglas and State of Wisconsin, described as follows, to wit: All of Lots numbered three hundred twenty-one (321) three hundred twenty-three (323), three hundred twenty-five (325), three hundred twenty-seven (327), three hundred twenty-nine (329), three hundred thirty-one (331) and three hundred thirty-three (333) on West Bay Street, in the Townsite of Superior, according to the plat thereof as the same is of record in the office of the Register of Deeds of said Douglas County; together with so much of the land formerly embraced in said Bay Street, extending from Nettleton Avenue to Toledo Pier, accruing to said lots by reason of the vacation thereof, said portion of said street having heretofore been vacated, including all of the land or land covered with water lying and being in front of said several lots hereinbefore described, and extending therefrom out to the established dock line in the Bay of Superior, with the right of improvement, occupancy and reclamation thereof, together with all riparian rights and privileges in any manner incident or appurtenant to any of said premises, including all of the improvements upon said premises; also the right of use in common with other owners of the railroad tracks heretofore or which may hereafter be constructed along or upon the lands fronting upon the easterly side of Toledo Pier, together with the right to have railway tracks and railway connections maintained in order to give said property hereby conveyed access by rail to the railroads now constructed, or which may hereafter be constructed along or in the vicinity of the southerly end of said Toledo Pier, including all of the rights reserved and insured to the Anchor Mill Company under and by virtue of a deed of conveyance from the Superior Consolidated Land Company to the Anchor Mill Company, bearing date the 28th day of August, 1893, and recorded in the office of the Register of Deeds of said Douglas County, Wisconsin, on the 29th day of August, 1893, in Book 44 of Deeds, on page 181.

(9) All those tracts or parcels of land, with the buildings thereon, lying and being in the County of Hennepin, State of Minnesota, described as follows, to wit:

Lots numbers fifty-six (56), fifty-nine (59), seventy-two (72) and eighty-eight (88) in Auditor's Subdivision Number thirty-nine (39), according to the plat thereof on file and of record in the office of the Register of Deeds in and for the County of Hennepin aforesaid.

Also all the mill powers of water, water rights and privileges granted and conveyed to the party of the first part (United States Flour Milling Company) appurtenant to and used in connection with the said described premises, subject to the reservations and exceptions in respect thereto contained in deeds of said premises to the said party of the first part.

(10) All that certain piece or parcel of land situate, lying and being in the City of Milwaukee, State of Wisconsin, being part of Lot No. 6, Section 33, in the Fifth Ward of the City of Milwaukee, bounded as follows:

Commencing in the centre line of Washington Street extending three hundred and twelve (312) feet East of the West line of Lot Number 6; running thence East on the centre line of Washington Street extended one hundred and sixty (160) feet to a point; thence South, parallel with the West line of said Lot Number 6, one hundred and eighty-eight (188) feet to a point on the North dock line of Canal; thence West, along said dock line of Canal, one hundred and sixty (160) feet, thence North, parallel with the West line of said Lot Number 6, one hundred and eighty-eight (188) feet to the point or place of beginning; together with all rights of ingress and egress to enter in and upon, to pass in and out, over and through the waters and channels of said Canal or slip from the Milwaukee River to said premises as appertain and are appurtenant thereto. Subject to the right of way over the North thirty-eight (38) feet of the west one hundred and twenty (120) feet of the above described premises reserved to Christopher H. Starke and Frederick Bues, by deed recorded in Volume 159 of Deeds, page 623, and subject to the right of way granted to the Chicago and Northwestern Railway Company by deed recorded in Volume 162 of Deeds on page 587.

(11) The following described real estate, situate in the County of Milwaukee and State of Wisconsin, to wit: Lots numbers three (3) and four (4) in Block sixty-seven (67), in the Fifth Ward of the City of Milwaukee, according to the plat thereof on file in the office of the Register of Deeds in and for Milwaukee County, together with any lands adjoining to which the party of the first part may have any title or rights of way.

(12) All that certain piece or parcel of land, situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 140, and bounded and described as follows:

Beginning at a point in the westerly line of Oak Street, at the southeasterly corner of a lot heretofore conveyed by Miles P. Squire and wife to John Maurer; thence running westerly, at right angles, to a point midway between Oak and Ellicott Streets; thence southerly, and parallel with Oak Street, fifty and thirty-two hundredths (50.32) feet, to the south line of Outer Lot No. 140; thence easterly, at right angles to said last-mentioned line to Oak Street, and thence northerly, and along said line of Oak Street, fifty and thirty-two hundredths (50.32) feet to the place of beginning.

Also all that tract of land, situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 139, and more particularly bounded and described as follows:

Beginning at the point of intersection of the easterly line of Ellicott Street with the south line of Outer Lot No. 139; running thence northerly on said easterly line of Ellicott Street ninety-seven and 25-100 (97.25) feet; thence at right angles, easterly and parallel with the said south line of said Outer Lot No. 139, one hundred and fifty (150) feet; thence south at right angles to the last-mentioned line and parallel with Ellicott Street, fifty-seven and 25-100 (57.25) feet; thence easterly, at right angles to Ellicott street and parallel with the said south line of said Outer Lot No. 139 about one hundred and fifty (150) feet, to the west line of Oak Street; thence southerly, along the west line of Oak Street, forty (40) feet, to the said south line of said Outer Lot No. 139; thence west along the last-mentioned line, three hundred (300) feet, to the said easterly line of Ellicott Street, at the place of beginning.

Also, that other parcel of land, situate in said City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 138, and bounded as follows:

Beginning at a point in the north line of said Outer Lot No. 138, where the same is intersected by the west line of lands now or formerly owned by John G. Seeger; running thence southerly and along said west line of said Seeger's lands ten (10) feet and six (6) inches; thence easterly at right angles to said last-mentioned line and parallel with Genesee Street, about twelve (12) feet and six (6) inches to the north line of said Outer Lot No. 138, and thence westerly and along the north line of said Outer Lot No. 138, sixteen (16) feet and three (3) inches to the place of beginning; the last parcel being the same premises conveyed by John G. Seeger and wife to George Urban and others, by deed dated March 12, 1884, and recorded in Erie County Clerk's office, in Liber 467 of Deeds, page 168, and is subject to the reservation or easement reserved therein.

(13) All that tract or parcel of land situated in the City of Syracuse, in the County of Onondaga and State of New York, known and distinguished as Block Number One Hundred and Ninety-six (196) according to a map made by B. F. Green and used in the partition of lands between John Townsend, Augustus James and the heirs of Gaiah Townsend, in 1853, and filed in the Clerk's office of Onondaga County. Said Block is bounded southerly by Water Street, westerly by West Street, northerly by the Erie Canal, and easterly by the Onondaga Creek with the flouring mill and other buildings thereon and the mill privilege appurtenant thereto.

(14) All that tract or parcel of land situate in the Town of Lysander in the County of Onondaga, State of New York, and more particularly known and distinguished as being part of Lot Number Five of Block Number twenty-two in the Village of Baldwinsville, in the County aforesaid, and described as follows, viz.: The Red Mill premises or site, together with all the water power and privileges thereto belonging or in any wise appertaining as the same were conveyed by Horace White and Clara D. White to the firm of Sharp & Colz, deed recorded in the office of the Clerk of Onondaga County in Book 113 of Deeds, page 239, &c., the 9th day of November, A. D., 1853. Excepting and reserving from the premises above referred to so much and such part thereof as may be included in the Scythe Factory premises and buildings and appurtenances lying south of the two rod street or alley, running from Bridge Street to the old Red Mill site and extending on that line easterly to the westerly line or parts of the old red mill race, and thence by a right line south to the Seneca River, the south line of said two rod street or alley is to be assumed as the same was located under a lease of the Scythe Factory premises to Eton Desio, agent for the Otsego Fork Mills, dated November 12, 1864; together with all buildings, warehouses, structures, elevators, wharves, erections, docks, bulkheads, cribs, piers, tracks and track privileges now upon or in front of or in any manner appertaining to or connected with the said above severally described parcels of land, and all fixtures and machinery used in or about the said premises.

Also all rights and interests in and to lands under water contained within the aforesaid severally-described premises and in front thereof.

Also all rights of wharfage, cranage, dockage, pierage and riparian rights and privileges of every kind and character whatsoever, which are or may be appurtenant or appertaining to the said premises or any part thereof or to which the party of the first part may or shall be for any reason entitled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, incomes, rents, issues and profits thereof. And also all the estates, rights, titles, interests, properties, possessions, claims and demands of every kind and nature whatsoever as well in law as in equity of the party of the first part (United States Flour Milling Company), of, in and to the same and any and every part thereof, with the appurtenances, and also all and singular the corporate rights, privileges and franchises of the party of the first part.

Also all the machinery, tools, manufacturing apparatus and appliances, franchises, trade-marks, whether registered or not, patents, patent rights, copyrights, brands and good-will of the business carried on by the party of the first part, that shall belong or appertain thereto respectively.

The said property will be sold without valuation, appraisement, redemption or extension, and will be offered for sale both in parcels and as an entirety.

The lots or parcels above described will be first separately offered for sale in the order in which the same are hereinbefore respectively numbered. No bid will be received from any one offering to bid for any of said parcels who shall not before the time of sale deposit with the Special Master as a pledge that he will make good his bid in case of acceptance the sum hereinafter set opposite the numbers of the respective parcels to be offered for sale, in money or by certified check upon any National Bank or Trust Company in the City of New York or the par value of bonds secured by said first mortgage or deed of trust dated May 1st, 1899, of the amount set opposite the numbers of the respective parcels to be offered for sale as aforesaid, viz.:

Distinctive number of parcel to be offered for sale.	Deposit in money or by certified check.		Deposit in bonds.
(1)	$100,000.	or	$450,000.
(2)	20,000.	or	108,000.
(3)	5,000.	or	23,000.
(4)	7,000.	or	30,000.
(5)	8,000.	or	38,000.
(6)	8,000.	or	38,000.
(7)	10,000.	or	63,000.
(8)	5,000.	or	23,000.
(9)	20,000.	or	90,000.
(10)	8,000.	or	38,000.
(11)	5,000.	or	23,000.
(12)	8,000.	or	38,000.
(13)	5,000.	or	23,000.
(14)	1,500.	or	5,000.

After all of the said separate lots shall have been offered for sale and the highest bids received therefor noted by the undersigned as Special Master, I will then immediately offer the said parcels for sale together as an entirety. No bid will be received for the said property when offered as an entirety in one lot or parcel from anyone offering to bid therefor who shall not, before the time of sale, deposit with me, as a pledge that he will make good his bid in case of acceptance, the sum of $200,000 in money or by certified check upon any national bank or trust company in the City of New York, or $930,000 par value of the bonds secured by the said First mortgage or deed of trust of May 1, 1899.

If the highest bid for all such property when offered together as a single lot or parcel shall exceed the aggregate of the said highest bids received and noted for said property when offered in separate parcels as aforesaid, then all of such property shall be struck off and sold together as a single lot or parcel to the person making the highest bid therefor; but if the highest bid received for such property when offered together as a single lot or parcel shall not exceed the aggregate sum of the several highest bids received and noted for such property when offered in separate lots or parcels as aforesaid, then the several separate lots offered for sale shall be struck off and sold to the bidders who made the highest bids therefor respectively.

Upon the acceptance of any bid either for the separate parcels offered for sale, or the premises, property and franchises offered as an entirety, before striking down to the purchaser or purchasers the premises, property and franchises so offered for sale, the purchaser or purchasers thereof shall pay to the undersigned as Special Master ten per cent, of the amount of the purchase price bid by him, either in money or by certified check upon any national bank or trust company in the City of New York, or thirty per cent, thereof in the par value of the bonds secured by said mortgage or deed of trust of May 1, 1899. The deposit received from each and every successful bidder shall be retained by the Special Master and applied by him on account of the percentage of the purchase price hereby required to be paid in cash, certified check or bonds by such successful bidder or bidders. The deposit received from any unsuccessful bidder shall be returned to him when the property shall be stricken down.

In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the undersigned as Special Master, or after such acceptance shall fail to comply with any order of court relating to the payment thereof or the consummation of the purchase, then the sums in cash or bonds deposited by such purchaser or purchasers shall be forfeited as a penalty for such failure, and shall be applied to the expense of the resale, and toward making good any deficiency or loss in case the property shall be sold at a price less than that brought at the former sale; if the Court shall not confirm the sale for which a deposit shall have been made, such deposit shall be returned to the bidder. The complainant The Central Trust Company of New York, as trustee, or any holder or holders of any of the said bonds or any party to the said suits, may bid and purchase at any such sale. Upon confirmation of any sale by the court, the purchaser shall make such further payment or payments in cash on account of his bid as the court from time to time 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, as provided in said decrees, any bonds or coupons payable out of the proceeds of sale upon the distribution thereof, and such purchaser shall be credited therefor on account of his bid with such sums as would be payable on such bonds and coupons out of the purchase price, if the whole amount thereof had been paid in cash. The court reserves the right to resell any parcel of the property upon such notice as the court shall direct, in case the purchaser thereof shall fail or omit to make any payment on account of any unpaid balance of the purchase price within thirty days after the entry of an order requiring such payment. The purchaser of the parcel second above described and numbered (2) shall as a part of the consideration and in addition to the sum bid for such parcel, take the same and receive the deed therefor upon the express condition that he shall pay, satisfy and discharge the amount of the lien of the Barnett & Record Company under and by virtue of certain mechanic's liens, if such liens shall be adjudged prior to this mortgage by the Circuit Court of the United States for the District of Minnesota in the said action therein pending between the Central Trust Company of New York as complainant and the United States Flour Milling Company, the said Barnett & Record Company and others as defendants, and payable out of the proceeds resulting from the sale of the said mortgaged premises in priority to the amount due upon the bonds and coupons secured by said mortgage of May 1, 1899; and the court reserves the right to retake and resell the said parcel in the event of failure of the purchasers to comply with such conditions.

For further particulars, and for a specific description of the property to be sold, reference is hereby made to the said decrees on file with the Clerks of the courts above mentioned. Copies of said decrees may be seen upon due application at the office of either the undersigned Special Master or solicitors.

Dated, December 24th, 1901.

JOSEPH CROSS,
Special Master.

BUTLER, NOTMAN, JOLINE & MYNDERSE,
54 Wall Street, Manhattan,
New York City, N. Y.;
LINDABURY, DEPUE & FAULKS,
776 Broad Street,
Newark, N. J.;
MILLER, NOYES, MILLER & WAHL,
102 Wisconsin Street,
Milwaukee, Wis.;
KELLOGG & SEVERANCE,
Merchants' National Bank Building,
St. Paul Minn.,
Solicitors and of Counsel for Complainant Central Trust Company of New York.