NOTICE OF FORECLOSURE SALE.—NORFOLK and Western Railroad.

Notice is hereby given that, pursuant to the decree of foreclosure and sale made and entered by the Circuit Court of the United States for the Eastern District of Virginia, on June 26, 1896, in a certain consolidated cause in equity, pending in said Court, entitled the Fidelity Insurance, Trust and Safe Deposit Company, and The Mercantile Trust Company Complainants, against the Norfolk and Western Railroad Company Defendant, and certain decrees ancillary thereto in causes pending between the said parties in the Circuit Courts of the United States for the following districts, entered: On June 26th, 1896, in the Western District of Virginia; on June 27th, 1896, in the District of West Virginia, and in the Southern District of Ohio, Western Division; and on July 1st, 1896, in the Eastern District of Pennsylvania,

We, G. E. Bowden and Charles Sharp, as Special Masters, will sell at public auction to the highest bidder or bidders, at the passenger station upon the railroad of the Norfolk and Western Railroad Company, at Norfolk, Virginia, on **Tuesday, the fifteenth day of September, 1896,** at 10.30 o'clock in the forenoon, the railroads, properties, rights, privileges and franchises mentioned in the said decrees and described as follows:

A. The main line of the Norfolk and Western Railroad Company, extending from Norfolk, in the State of Virginia, to the State line at Bristol-Goodson (now Bristol), a distance of about 408 miles, and the City Point Branch, extending from Petersburg to City Point, and the Saltville Branch, formerly the works, property and franchises of the Atlantic, Mississippi and Ohio Railroad Company, together with various other short branches and spurs from said Main Line, including the Norfolk Branch, the Money Point Branch, the Gilmerton Branch, the Lynchburg Belt Line, the Durham Division Connection, Roanoke Belt Line, Kingston Branch and Radford Branches, the aggregate mileage of said Main Line and Branches being about 441.26 miles.

B. The New River Division of the Norfolk and Western Railroad Company, extending from Radford, Virginia, to Kyle, West Virginia, with branches to coal mines comprising the Flat Top Extension thereof, and including the following branches and spurs: The New River Connection Branch, the Pocahontas Branch, the Bluestone Extension Branch, the Simmons Creek Branch, the Flipping Creek Branch, the Mill Creek Branch and the Elkhorn Branches, in all about 302.85 miles; also the Cripple Creek Extension of the New River Division, commencing at the North Carolina Junction at or near Pulaski and extending to a point at or near Speedwell Furnace, in Wythe County (completed only to Ivanhoe), with the Reed Island Branch, the Periwinkle Branch, the Ogleby Branch, the spurs to Betty Baker Mines, the Hematite Branch, the Indian Camp Branch and the Speedwell Extension; the aggregate mileage completed of said New River Division with its extensions and branches, being about 152.93 miles.

C. The Norfolk Terminal Division of the Norfolk and Western Railroad Company, consisting of a line of railroad formerly of the Norfolk Terminal Company, extending from a point of connection with the main line of the Norfolk and Western Railroad Company, in the city of Norfolk, Virginia, to the coal pier at Lambert's Point, in the County of Norfolk, a distance of 5.3 miles, with the Knitting Mill Branch of about one mile, together with the coal pier and land connected therewith at Lambert's Point and the warehouses and grain elevator, formerly the property of the Norfolk Terminal Company, and together with a tract of land, with all the water rights of every description appurtenant thereto, lying north of the railroad and of the coal pier, containing 117.1 acres, more or less, and a tract of land, with

Assessment Insurance

Would be a good thing—if there were no easier, clearer, safer, surer, and better methods. But, that little "if" implies what would require this whole paper to minutely explain.

Owing to increased death rate the American Legion of Honor has called for double assessments for months of August and September.

At the recent meeting of the Royal Arcanum in Savannah the committee reported that an increased death rate required a change which would afford an assurance of the order's perpetuity.

Twenty to twenty-five years is the average life of assessment companies. Some die sooner and others hang along consumptive like a few years longer.

A policy in the Ætna is as solid as the granite hills of Vermont and as sure as the loyalty of Virginians to the old Commonwealth. And we pay dividends that are dividends. Salt this down in your memory.

HART. He is still writing insurance that is insurance. 506 Terry Building.

Big Tom Branch and Spurs aggregating about 116.18 miles.

E. The Ohio Extension of the Norfolk and Western Railroad Company, the same being the line of railroad commencing at a point in McDowell County, West Virginia, at or near the present end of the track of the Elkhorn Extension of the Norfolk and Western Railroad at or near Kyle, and running thence to a point at or near the confluence of Burke Creek and Elkhorn Fork of the Big Sandy River in McDowell County, and running thence through McDowell County, West Virginia; Pike County, Kentucky, and Logan (now Mingo and Wayne Counties, West Virginia, to a point on the Ohio River in Wayne County, West Virginia, between Twelve Pole Creek and the Big Sandy River; thence crossing the Ohio River and running thence in the State of Ohio to a point at or near Coal Grove (formerly known as Petersburg), in Lawrence County, Ohio, being a distance of about 100.66 miles, together with branches, including the North Fork of Elkhorn Branch and Spurs, Dans Branch, Wells Branch, Dingess Branch and Kenova Belt Line, making an aggregate mileage of about 207.07 miles, as the same was constructed or in course of construction on October 29, 1889, or as the same was thereafter constructed, together with all leasehold and other right, title, interest and estate, franchises and rights which the said Norfolk and Western Railroad Company acquired from the West Virginia and Ironton Railroad Company, which company was after said last-mentioned date consolidated and merged with and into said Norfolk and Western Railroad Company.

F. The North Carolina Extension of the Norfolk and Western Railroad Company, as the same was constructed or partly constructed on October 29, 1889, or as the same was thereafter constructed, extending from a point on the Cripple Creek Extension of the New River Division of the Norfolk and Western Railroad Company, near Ivanhoe, in the County of Wythe, in the State of Virginia; running thence through Wythe, Carroll and Grayson Counties, in Virginia, to a point on the State line of Virginia and North Carolina, completed however only to a point at or near Gossan, together with branches aggregating about 18.03 miles.

G. All short lines or branches or extensions tributary to the Main Line, New River Division, Clinch Valley Division, Norfolk Terminal Division, Ohio Extension, North Carolina Extension, and other parts of the line or system of the said Norfolk and Western Railroad Company acquired by construction or otherwise, with any of the bonds of the Norfolk and Western Railroad Company issued under its Mortgage or Deed of Trust, known as the One Hundred Year Mortgage, dated October 29, 1889, or their proceeds.

H. Also, all railroads, railways, ways, rights of way, roadbed and grade, and all station, depot and shop grounds, yards and other grounds used and to be used in the operation of the said lines of railroad, and all rails, tracks, sidings, switches, bridges, fences, turn-tables, water-tanks, viaducts, culverts, main passenger and other depots, station houses, freight houses, machine shops, docks and all other structures, buildings and fixtures whatsoever acquired for the use and operation thereof; and together with all the rolling stock, machinery, tools, implements, fuel and materials of the said Norfolk and Western Railroad Company, owned or acquired for constructing, maintaining, operating, replacing, improving or repairing the said lines of railroad and their appurtenances or any part thereof; and all the real and personal estate owned on October 29, 1889, or thereafter acquired and used for the operation thereof, including

All the right, title and interest of the Norfolk and Western Railroad Company in and to 188 locomotives, 71 passenger car equipment, 8,013 freight car equipment, the rolling stock included in and covered by the deed of trust or mortgage of said railroad company dated June 1st, 1889, to The Girard Life Insurance, Annuity and Trust Company of Philadelphia, Trustee, and in the contracts, leases, &c., therein referred to, said mortgage securing an issue of bonds of said railroad company, of which there were outstanding and unpaid on February 6th, 1896, $4,114,000.

All the right, title and interest of said railroad company in and to 25 locomotives, 6 passenger car equipment, 1,421 freight car equipment, the rolling stock included in and covered by the deed of trust or mortgage of said railroad company, dated December 30, 1891, to The Girard Life Insurance, Annuity and Trust Company of Philadelphia, Trustee, and an agreement supplementary thereto, dated September 28, 1892, to secure an issue of bonds of said railroad company, of which there were outstanding and unpaid on February 6, 1895, $697,000.

All the right, title and interest of said railroad company in and to 5 locomotives, the rolling stock described in and included in a certain contract of lease dated May 4, 1892, between Burnham, Williams & Company and said railroad company.

All the right, title and interest of said railroad company in and to 10 locomotives, the rolling stock described in and included in a certain contract of lease dated September 22, 1892, between Burnham, Williams & Company and said railroad company.

All the right, title and interest of said railroad company in and to 21 locomotives, the rolling stock described in and included in a certain contract of lease dated June 6, 1893, between Burnham, Williams & Company and said railroad company.

All the right, title and interest of said railroad company in and to 50 passenger car equipment and 1,400 freight car equipment, the rolling stock described in and included in a certain contract of sale dated January 22, 1892, between Pullman's Palace Car Company and said railroad company.

All the right, title and interest of said railroad company in and to 2,000 freight car equipment, the rolling stock described in and included in a certain contract of sale dated December 22, 1892, between Pullman's Palace Car Company and said railroad company.

All the right, title and interest of said railroad company in and to 51 locomotives, 20 passenger car equipment and 818 freight car equipment, the rolling stock described in and included in a certain indenture of lease dated January 3, 1893, between The Fidelity Insurance, Trust and Safe Deposit Company, Trustee, and said railroad company.

All the right, title and interest of said railroad company in and to 74 freight car equipment, the rolling stock described in and included in a certain contract of lease dated January 25, 1894, between the Railroad Equipment Company and said railroad company.

All the right, title and interest of said railroad company in and to 500 box cars, the rolling stock described in and included in a certain contract dated October 31, 1894, between the Central Car Trust Company and said railroad company.

Also all estate, right, title and interest of the said railroad company in and to any and all locomotives, cars and other rolling stock and railroad equipment held subject to any other equipment leases, car-trust contracts or contracts of conditional sale, and all the interest and claim of said railroad company under the above-mentioned or any other equipment leases, car-trust contracts and contracts of conditional sale and under said deeds of trust or mortgages.

And also all rolling stock and railroad equipment acquired by The Mercantile Trust Company, with the proceeds of the thirty thousand shares of preferred capital stock, under the fifth article of the said One Hundred Year Mortgage or deed of trust of the defendant Norfolk and Western Railroad Company, dated October 29, 1889.

Together with all the corporate rights, privileges and franchises of the said Norfolk and Western Railroad Company possessed on October 29, 1889, or thereafter acquired, relating to the said railroads, and the construction, maintenance, use and enjoyment of said lines of railroad or other property.

And all the streets, ways, passages, waters, water-courses, easements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto any of the hereinbefore-mentioned premises and estates belonging or appertaining, and the reversions and remainders, rents, issues and profits thereof, including all property acquired by the Receivers in said causes by use of such rents, issues and profits, and all the estate, right, title, interest, rents, property, claim and demand of every nature and kind whatsoever of the said Norfolk and Western Railroad Company owned and possessed on said last-mentioned date or thereafter acquired in or to the same or any part or parcel thereof.

J. Also two certain steam-tugs, called respectively the "N. & W. 1" and the "N. & W. 2," and six certain coal barges, called respectively the "N. & W. 1," the "N. & W. 2," the "N. & W. 3," the "N. & W. 4," the "N. & W. 5," and the "N. & W. 6," and three certain harbor barges, called respectively "No. 21," "No. 22" and "No. 23."

K. Also all bonds and shares of stock held by The Mercantile Trust Company as trustee under said One Hundred Year Mortgage, including the following, viz.: 220 Clinch Valley division first mortgage bonds of the Norfolk and Western Railroad Company of $1,000 each, aggregating $220,000; and 1,051 shares of the common stock of the Norfolk and Western Railroad Company.

Subject, however, as to certain portions of the above-described railroads and appurtenances and appurtenant to the following mortgages, deeds of trust and liens so far as they attach to such portions, appurtenances and equipment, viz.:

A certain Mortgage of the Norfolk and Petersburg Railroad Company dated September 11, 1868, called the "Norfolk and Petersburg 2nd mortgage," under which there are outstanding or unpaid bonds to the amount of $496,000.

A certain Mortgage of the Southside Railroad Company dated October 19th, 1868, called "Southside Railroad Consolidated Mortgage," under which there are outstanding or unpaid bonds to the amount of $1,012,300.

A certain Enlarged Mortgage of the Virginia and Tennessee Railroad Company dated July 5, 1855, under which there are outstanding or unpaid bonds to the amount of $1,000,000.

A certain lien to secure six per cent. preferred stock of the Virginia and Tennessee Railroad Company, of which there is outstanding $1,000,000.

A certain fourth mortgage of the Virginia and Tennessee Railroad Company, under which there are outstanding or unpaid bonds to the amount of $1,000,000.

A certain mortgage of the Norfolk and Western Railroad Company, dated May 4th, 1881, called its "general mortgage," executed to the Fidelity Insurance, Trust and Safe Deposit Company, trustee, to secure an issue of bonds of which there are outstanding or unpaid bonds to the amount of $7,283,000.

7. A certain mortgage of the Norfolk and Western Railroad Company, dated May 12th, 1882, called its "New River Division First Mortgage," executed to the Fidelity Insurance, Trust and Safe Deposit Company, trustee, to secure an issue of bonds the authorized amount of which was limited, by an agreement dated December 21st, 1883, to $2,000,000, and under which mortgage there are outstanding and unpaid bonds to the amount of $2,000,000.

8. A certain mortgage of the Norfolk and Western Railroad Company, dated December 21st, 1883, called its "Improvement and Extension Mortgage," executed to the Fidelity Insurance, Trust and Safe Deposit Company, trustee, to secure an issue of bonds the authorized amount of which was limited, by an agreement dated October 29th, 1889, to $5,000,000, and under which mortgage there are outstanding and unpaid bonds to the amount of $5,000,000.

9. A certain mortgage of the Norfolk and Western Railroad Company, dated October 29th, 1884, called its "Adjustment Mortgage," executed to the Fidelity Insurance, Trust and Safe Deposit Company, trustee, to secure an issue of bonds of which there are outstanding or unpaid bonds to the amount of $1,500,000.

10. A certain mortgage of the Norfolk and Western Railroad Company, dated June 1st, 1887, called its "Clinch Valley Division Mortgage," executed to the Fidelity Insurance, Trust and Safe Deposit Company, trustee, to secure an issue of bonds of which there are outstanding or unpaid bonds to the amount of $2,720,000.

And subject also to the performance by the purchaser, or his successors or assigns, of all pending contracts in respect of said railroads, properties and franchises lawfully made by the Receivers of the Norfolk and Western Railroad Company before such sale thereof.

As provided by said decrees, said railroads, properties and franchises will be offered for sale as an entirety, subject to the aforesaid mortgages.

The purchaser of said railroads, properties and franchises, his successors or assigns, upon payment of the purchase price bid therefor, or upon making such provision as the Court shall approve for the payment thereof, shall receive conveyance of and be let into possession of the premises conveyed, including all net income and other property received by the Receivers of said railroads in the management or operation of the mortgaged premises embraced in the conveyance to such purchaser, or pertaining thereto; and the purchaser of said railroads, properties and franchises, his successors or assigns, shall also receive conveyance of any and all property of the said railroad company appurtenant to said premises or acquired for use in connection with or for the purposes of said railroads and properties, including all rolling stock and engines acquired by said Receivers with the proceeds of their certificates or notes to be paid under the provisions of said decrees by the purchaser, his successors or assigns.

The said sale will be made subject, and reference is hereby made, to the terms, conditions, reservations and obligations in said several decrees respectively contained, including those in respect of (a) the said Receivers, (b) the certificates or notes of the said Receivers, (c) claims against the said Receivers, (d) claims against the said Railroad Company for unpaid indebtedness or liabilities contracted or incurred by it in the operation of the railroads and properties sold which may be adjudged prior in lien or superior in equity to said One Hundred Year Mortgage.

The Special Masters, as directed by the decrees, will receive no bid from any one offering to bid for the railroads, properties and franchises above described who shall not, as a pledge that he will make good his bid, in case of its acceptance, first have deposited with the Special Masters the sum of $100,000 in money, or by certified check upon any National Bank or Trust Company in the City of New York, or $300,000 par value of the bonds secured by said One Hundred Year Mortgage.

Upon acceptance of any bid the purchaser shall forthwith deposit with said Special Masters the sum of $250,000 in cash, or by certified check upon any National Bank or Trust Company in the City of New York, or $750,000 par value of the bonds secured by said One Hundred Year 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, shall be received on account of the amount so required on the acceptance of his bid.

The Special Masters will receive a certificate of The Mercantile Trust Company, in the City of New York, that it holds One Hundred Year Mortgage Bonds to an amount therein specified, subject to the order of the party therein named, and transferred by such party to the order of said Special Masters, in lieu of such bonds with like force and effect as though the bonds therein named had been delivered to such Special Masters.

In case any bidder shall fail to make the deposit by said decrees required upon acceptance of his bid, the Special Masters will forthwith again offer the property for sale without further notice or advertisement.

In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the Special Masters, or after such acceptance shall fail to comply with any order of the Court relating to the payment thereof or the consummation of the purchase, then the sums in cash or bonds deposited by such purchaser will be forfeited as a penalty for such failure, and will be applied toward the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a price less than that bid at the prior sale. If the Court shall not confirm the sale the deposit shall be returned to the bidder. The deposit received from any unsuccessful bidder will be returned to him when the property shall be struck down.

Upon confirmation of the 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 may satisfy and make good any part of his bid not required to be paid in cash by turning in to be canceled or credited, as in said decrees provided, any of said One Hundred Year Mortgage bonds or coupons; 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 said railroads, properties and franchises 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.

For the purpose of enforcing the provisions of the decree, jurisdiction of the cause is retained by the Court, which retains the right to retake and resell said property in case such purchaser, or his successors or assigns, shall fail to comply with any order of the Court in respect to the payment of any such prior indebtedness or liabilities within thirty days after service of a copy of such order.

The Special Masters will accept no bid of less than the sum of three million dollars. For further particulars reference is made to the above-mentioned decrees of said Courts.

Dated July 27th, 1896.

G. E. BOWDEN,
CHARLES SHARP,
Special Masters.

ALEXANDER & GREEN,
Solicitors for Complainant The Mercantile Trust Company, No. 120 Broadway, New York, N. Y.

NOTICE OF FORECLOSURE SALE.—NORFOLK and Western Railroad, Maryland and Washington Division.

Notice is hereby given that, pursuant to the decree of foreclosure and sale made and entered by the Circuit Court of the United States for the Western District of Virginia on June 26th, 1896, in a certain consolidated cause in equity pending in said Court, entitled The Fidelity Insurance, Trust and Safe Deposit Company and The Mercantile Trust Company complainants, against the Norfolk and Western Railroad Company defendant, and certain decrees ancillary thereto, in causes pending between the said parties in the Circuit Courts of the United States for the following districts, entered: on June 27th, 1896, in the District of West Virginia, and on June 29th, 1896, in the District of Maryland,

We, G. E. Bowden and Charles Sharp, as Special Masters, will sell at public auction to the highest bidder or bidders, at the passenger station upon the railroad of the Norfolk and Western Railroad Company, at Roanoke, Virginia, on **Wednesday, the 16th day of September, 1896,** at ten o'clock in the forenoon, the railroads, properties, rights, privileges and franchises mentioned in the said decree and described as follows:

All and singular the railroad of the Norfolk and Western Railroad Company (formerly of the Shenandoah Valley Railway Company, and previously of the Shenandoah Valley Railroad Company), beginning at a point at or near Hagerstown, in Washington County, in the State of Maryland, and extending thence through Washington County, in the State of Maryland, to a point on the Potomac River, at or near Shepherdstown, in the State of West Virginia; thence through Jefferson County, in the State of West Virginia, and through the Counties of Clarke, Warren, Page, Rockingham and Augusta, in the State of Virginia, to a point of intersection with the Chesapeake and Ohio Railroad at Basic, at or near Waynesboro, and crossing said railroad and extending through the Counties of Augusta, Rockbridge, Botetourt and Roanoke, in said State, to a point of intersection with the line of the Norfolk and Western Railroad at Roanoke, running from Norfolk westerly, together with certain branches from the railroad above described, including the Rorer Iron Company Branch, the Roanoke Stockyards Branch, the Crozer Iron Company Branch, the Nace Ore Branch, the Chesapeake and Ohio Connection at Loch Laird, the Peltier Mine Branch, the Mine Bank Branch, the Stuart's Draft Branch, the Lipscomb Branch, the Chesapeake and Ohio Connection at Basic, the Crimora Branch, the Shenandoah Ore Branch, the Virginia Midland Connection, the Carson Lime Kiln Branch and the Baltimore and Ohio Connection, making together about 257.29 miles of single-track railroad, together with all branches, siding and other appurtenances of the said line of railroad, with the tolls, incomes, rents, issues and profits thereof, and all the real estate, rights of way, easements, fixtures, rolling stock, machinery, tools and equipments, and all other personal property thereto belonging or appertaining to the said railroad; and also the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Norfolk and Western Railroad Company in or to the said railroad, property, franchises, rights, powers and privileges, and to every part and parcel thereof; and also all and singular all the railroad and other property, real, personal and mixed, and all chartered rights, powers, privileges and franchises formerly belonging to the Washington and Western Railroad Company; and also all and singular all other property appurtenant to or used in connection with the line of railroads acquired by the said Norfolk and Western Railroad Company from the Shenandoah Valley Railway Company; and all extensions of the said line of railroads, and all short branches thereof and improvements thereon acquired by the Norfolk and Western Railroad Company after December 15, 1890, by construction, purchase or otherwise, with the proceeds of any of the bonds issued under the mortgage or deed of trust of the Norfolk and Western Railroad Company, known as its Maryland and Washington Division Mortgage, dated December 15, 1890.

Also, all railroads, railways, ways, rights of way, roadbed and grade, and all station, depot and shop grounds, yards and other grounds used and to be used in the operation of the said lines of railroad above mentioned or described, and all rails, tracks, sidings, switches, bridges, fences, turntables, water tanks, viaducts, culverts, main passenger and other depots, station houses, freight houses, machine shops, docks and all other structures, buildings and fixtures whatsoever acquired for the use and operation thereof; and together with all the rolling stock, machinery, tools, implements, fuel and materials of the said Norfolk and Western Railroad Company, owned or acquired for constructing, maintaining, operating, replacing, improving or repairing the said lines of railroad and their appurtenances, or any part thereof; and all the real and personal estate owned at said last mentioned date or thereafter acquired and used for the operation thereof.

Together with all the corporate rights, privileges and franchises of the said Norfolk and Western Railroad Company possessed on December 15, 1890, or thereafter acquired, relating to the said railroads and branches, including said Washington and Western Railroad, and the construction, maintenance, use and enjoyment of the said lines of railroad and property.

And all the streets, ways, passages, waters, water-courses, easements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto any of the hereinbefore mentioned premises and estates belonging or appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand of every nature and kind whatsoever of the said Norfolk and Western Railroad Company owned and possessed on said last-mentioned date, or thereafter acquired by it in or to the same, and every part and parcel thereof.

Subject to the performance by the purchaser, or his successors or assigns, of all pending contracts in respect of said railroads, properties and franchises lawfully made by the Receivers of the Norfolk and Western Railroad Company before such sale thereof.

As provided by said decrees, said railroads, properties and franchises will be offered for sale as an entirety.

The purchaser of said railroads, properties and franchises, his successors or assigns, upon payment of the purchase price bid therefor, or upon making such provision as the Court shall approve for the payment thereof, shall receive conveyance of and be let into possession of the premises conveyed, including all net income and other property received by the Receivers of said Railroad Company in the management or operation of the mortgaged premises embraced in the conveyance to such purchaser, or pertaining thereto; and the purchaser of said railroads, properties and franchises, his successors or assigns, shall also receive conveyance of any and all property of the said Railroad Company appurtenant to said premises or acquired for use in connection with or for the purposes of said railroads and properties, except rolling stock acquired with the proceeds of Receivers' certificates or notes.

The said sale will be made subject, and reference is hereby made, to the terms, conditions, reservations and obligations in said several decrees respectively contained, including those in respect of (a) the said Receivers, (b) claims against the said Receivers, (c) claims against the said Railroad Company for unpaid indebtedness or liability contracted or incurred by said Railroad Company in the operation of the railroads and properties sold which may be adjudged prior in lien or superior in equity to said Maryland and Washington Division Mortgage.

The Special Masters, as directed by the decrees, will receive no bid from any one offering to bid for the railroads, properties and franchises above described who shall not, as a pledge that he will make good his bid, in case of its acceptance, first have deposited with the Special Masters the sum of $100,000 in money, or by certified check upon any National Bank or Trust Company in the City of New York, or $200,000 par value of the bonds secured by said Maryland and Washington Division Mortgage.

Upon acceptance of any bid the purchaser shall forthwith deposit with said Special Masters the sum of $250,000 in cash, or by certified check upon any National Bank or Trust Company in the City of New York, or $500,000 par value of the bonds secured by said Maryland and Washington Division 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 on the acceptance of his bid.

The Special Masters will receive a certificate of The Mercantile Trust Company, in the City of New York, that it holds Maryland and Washington Division Mortgage bonds to an amount therein specified, subject to the order of the party therein named, and transferred by such party to the order of said Special Masters, in lieu of such bonds with like force and effect as though the bonds therein named had been delivered to such Special Masters.

In case any bidder shall fail to make the deposit by said decrees required upon acceptance of his bid, the Special Masters will forthwith again offer the property for sale without further notice or advertisement.

In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the Special Masters, or after such acceptance shall fail to comply with any order of the Court relating to the payment thereof or the consummation of the purchase, then the sums in cash or bonds deposited by such purchaser will be forfeited as a penalty for such failure, and will be applied toward the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a price less than that bid at the prior sale. If the Court shall not confirm the sale the deposit shall be returned to the bidder. The deposit received from any unsuccessful bidder shall be returned to him when the property shall be struck down.

Upon confirmation of the 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 may satisfy and make good any part of his bid not required to be paid in cash by turning in to be canceled or credited, as in said decrees provided, any of said Maryland and Washington Division Mortgage bonds or coupons; 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 said railroads, properties and franchises 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.

For the purpose of enforcing the provisions of the decree, jurisdiction of the cause is retained by the Court, which retains the right to retake and resell said property in case such purchaser, or his successors or assigns, shall fail to comply with any order of the Court in respect to the payment of any such prior indebtedness or liabilities within thirty days after service of a copy of such order.

The Special Masters will accept no bid of less than the sum of one million five hundred thousand dollars. For further particulars reference is made to the above mentioned decrees of said Courts.

Dated July 27th, 1896.

G. E. BOWDEN,
CHARLES SHARP,
Special Masters.

ALEXANDER & GREEN,
Solicitors for Complainant The Mercantile Trust Company, No. 120 Broadway, New York, N. Y.

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All kinds of Soft drinks.
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A call will convince you.
Respectfully,

ANTONIE ISH-NET,

7 16 1m 111 Salem Ave. S. W.

I am now receiving my cream from Blacksburg Virginia Polytechnic Institute Creamery, which is far superior to what I have been using, and can furnish pure ice cream at one dollar per gallon, with one pound mixed cake. Give me a trial order, and I am convinced you will take no other. J. J. Catogni.

Solid comfort. That lawn swing at Yost-Forrer's.

A HOUSEHOLD REMEDY.

And it never fails to cure Rheumatism, Catarrh, Pimples, Blotches and all diseases arising from impure blood, is Botanic Blood Balm, (B. B. B.) Thousands endorse it as the best remedy ever offered to mankind. The thousands of cures performed by this remedy are almost miraculous. Try it. Only $1.00 per large bottle. For sale by druggists. See advertisement elsewhere.

All 5c Cigars—Roig, Major's Seal, Shenandoah Club, Little Duke, Kossuth, Vanetas, World's Favorite, Saboroso—six for 25c. Massie's Pharmacy.

THE TIMES' PRIZE PIANO.

Roanoke, Va., May 11, 1896.

To The Times:—We desire to say that the Jewett Upright Piano, which the Times has purchased from us and placed on exhibition at our warerooms, is in every respect one of the finest and best pianos on the American market for the price. The retail price of this piano is fixed at $400 by the Jewett Piano Company.

We further desire to say that the Hobbie Piano Co. hereby offers to the winner of this instrument $400 cash for the same provided he or she purchases a Piano from us at any time between now and when the final decision is made.

This offer is made to prevent any one holding off the purchase of an instrument until this Piano is awarded. Very truly

Hobbie Piano Co.

THE TIMES PIANO CONTEST

I guess the number of votes at the Presidential election to be .....

AUGUST 11 .....

☞ Coupons must be turned in not later than one week from the date printed thereon.

Address Your Envelopes This Way:

AUGUST 11
THE TIMES,
ROANOKE, VA.
.... Coupons.

N. & W. R. R. Norfolk & Western R. R.

Schedule in Effect April 19, 1896.

WESTBOUND LEAVE ROANOKE DAILY.

8:00 a. m. (Washington and Chattanooga limited) for Bristol, intermediate stations and the South and West. Pullman sleepers to New Orleans and Memphis. Connects at Radford for Bluefield and Pocahontas.

4:25 p. m., the Chicago Express for Radford, Bluefield, Pocahontas, Kenova, Cincinnati, Indianapolis, St. Louis, Kansas City, Columbus and Chicago. Pullman Buffet Sleeper Roanoke to Columbus. Also for Pulaski, Wytheville, Bristol, Knoxville, Chattanooga and intermediate points.

TRAINS ARRIVE AT ROANOKE.

From Norfolk 7:35 a. m.; 4:15 p. m.
From Hagerstown 7:40 a. m.; 4:05 p. m.
From Winston 4:00 p. m.
From Bristol and the West 12:05 noon; 9:50 p. m.

NORTH AND EASTBOUND, LEAVE ROANOKE DAILY.

12:15 noon for Petersburg, Richmond and Norfolk.
12:15 noon for Washington, Hagerstown, Philadelphia and New York.
10:10 p. m. for Richmond and Norfolk. Pullman sleepers Roanoke to Norfolk and Lynchburg to Richmond.
10:05 p. m. (Washington and Chattanooga limited) for Washington, Hagerstown, Philadelphia and New York. Pullman sleepers to Washington via. Shenandoah Junction and Baltimore and Ohio railroad.

Durham Division—Leave Lynchburg (Union station) daily 2:50 p. m. for South Boston and Durham and intermediate stations.

Winston-Salem Division—Leave Roanoke (Union station) daily 12:25 noon and 8:00 a. m. daily, except Sunday (Campbell street station) for Rocky Mount, Martinsville, Winston-Salem and intermediate stations.

For all additional information apply at ticket office or to W. B. Bevill, General Passenger Agent, Roanoke, Va.

M. F. Bragg, Traveling Passenger Agent.

ROANOKE STREET RAILWAY SCHEDULE

IN EFFECT APRIL 1, 1896.

Crystal Sp'ngs via B.B Park		Franklin Road.		West End.		C Spring via Wal't St & M Mt	
Leave Union Depot.	L've Crystal Spring.	Leave Terry Building.	Lv Highland Avenue.	Leave Union Depot.	Leave H St. and Boulev'd	Leave Union Depot.	L've Crystal Spring
A M	A M	A M	A M	A M	A M	A M	P M
7 40	8 00	7 30	7 40	7 40	8 00	6 40	7 00
8 20	8 40	8 10	8 20	8 20	8 40	7 20	7 40
9 00	9 20	8 50	9 00	9 00	9 20	8 00	8 20
9 40	10 00	9 30	9 40	9 40	10 00	8 40	9 00
10 20	10 40	10 10	10 20	10 20	10 40	9 20	9 40
11 00	11 20	10 50	11 00	11 00	11 20	10 00	10 20
11 40	12 00	11 30	11 40	11 40	12 00	10 40	11 00
12 20	P M	P M	P M	P M	P M	11 20	11 40
P M	12 40	12 10	12 20	12 20	12 40	12 00	P M
1 00	1 20	12 50	1 00	1 00	1 20	P M	12 20
1 40	2 00	1 30	1 40	1 40	2 00	12 40	1 00
2 20	2 40	2 10	2 20	2 20	2 40	1 20	1 40
3 00	3 20	2 50	3 00	3 00	3 20	2 00	2 20
3 40	4 00	3 30	3 40	3 40	4 00	2 40	3 00
4 20	4 40	4 10	4 20	4 20	4 40	3 20	3 40
5 00	5 20	4 50	5 00	5 00	5 20	4 00	4 20
5 40	6 00	5 30	5 40	5 40	6 00	4 40	5 00
6 20	6 40	6 10	6 20	6 20	6 40	5 20	5 40
7 00	7 20	6 50	7 00	7 00	7 20	6 00	6 20
7 40	8 00	7 30	7 40	7 40	8 00	6 40	7 00
8 20	8 40	8 10	8 20	8 20	8 40	7 20	7 40
9 00	9 20	8 50	9 00	9 00	9 20	8 00	8 20
9 40	10 00	9 30	9 40	9 40	10 00	8 40	9 00
						9 20	9 40
						10 00	10 20
						10 40	11 00
						11 20	11 40

Salem.		East Roanoke.		Norwich.		Vinton.	
Leave Terry Building.	Leave Salem.	Leave Terry Building.	Leave Lynchburg Avenue.	Leave Union Depot.	Leave Norwich.	Leave Terry Building.	Leave Vinton.
A M	A M	A M	A M	A M	A M	A M	A M
5 40	6 20	7 10	7 20	6 00	6 15	6 00	6 15
7 00	7 40	7 50	8 00	6 30	6 45	6 30	6 45
8 20	9 00	8 30	8 40	7 20	7 40	7 20	7 40
9 40	10 20	9 10	9 20	8 00	8 20	8 00	8 20
11 00	11 40	9 50	10 00	8 40	9 00	8 40	9 00
P M	P M	10 30	10 40	9 20	9 40	9 20	9 40
12 20	1 00	11 10	11 20	10 00	10 20	10 00	10 20
1 40	2 20	11 50	12 00	10 40	11 00	10 40	11 00
3 00	3 40	P M	P M	11 20	11 40	11 20	11 40
4 20	5 00	12 30	12 40	12 00	P M	12 00	P M
5 40	6 20	1 10	1 20	P M	12 20	P M	12 20
7 00	7 40	1 50	2 00	12 40	1 00	12 40	1