

IN THE DISTRICT COURT FOR THE TERRITORY OF ALASKA, DIVISION NO. ONE, AT JUNEAU.

Case No. 1029-A. LEWIS PORTER HAMMOND, as successor Trustee, to Central Trust & Savings Company, PLAINTIFF.

THE LAST CHANCE GOLD MINING COMPANY OF ALASKA, a corporation; THE JUALPA COMPANY, a corporation; WYOMING VALLEY TRUST COMPANY, a corporation; and JOHN CLARK HILE, alias J. CLARK HILE, DEFENDANTS.

NOTICE OF SALE. Notice is hereby given that under and by virtue of Frie Faclas, or Execution, issued out of the District Court for the District of Alaska, Division Number One, which said execution is in words and figures as follows to-wit:

IN THE DISTRICT COURT FOR THE TERRITORY OF ALASKA, DIVISION NO. ONE, AT JUNEAU. Case No. 1029-A. LEWIS PORTER HAMMOND, as successor Trustee, to Central Trust & Savings Company, PLAINTIFF.

THE LAST CHANCE GOLD MINING COMPANY OF ALASKA, a corporation; THE JUALPA COMPANY, a corporation; WYOMING VALLEY TRUST COMPANY, a corporation; and JOHN CLARK HILE, alias J. CLARK HILE, DEFENDANTS.

THE PRESIDENT OF THE UNITED STATES.

To any Marshal of the District of Alaska, or to his deputy, GREETING. WHEREAS, on March 23rd, 1914, by consideration of the above-entitled Court, the Wyoming Valley Trust Company, a corporation, Defendant, recovered judgment against The Last Chance Gold Mining Company of Alaska, a corporation, Plaintiff, for the sum of Sixteen Thousand Eight Hundred and Ninety Dollars (\$16,890.00); and Lewis Porter Hammond, Plaintiff, recovered judgment against The Jualpa Company, a corporation, Defendant, for the sum of One Hundred and Sixty-two Thousand Dollars (\$162,000.00); and a Decree duly entered in said Court, and by which certain property described in said Decree for the purpose of satisfying the aforesaid judgments, which said Decree is in words and figures, as follows, to-wit:

IN THE DISTRICT COURT FOR THE TERRITORY OF ALASKA, DIVISION NO. ONE, AT JUNEAU.

Case No. 1029-A. LEWIS PORTER HAMMOND, as successor Trustee, to Central Trust & Savings Company, PLAINTIFF.

THE LAST CHANCE GOLD MINING COMPANY OF ALASKA, a corporation; THE JUALPA COMPANY, a corporation; WYOMING VALLEY TRUST COMPANY, a corporation; and JOHN CLARK HILE, alias J. CLARK HILE, DEFENDANTS.

DECREE.

This matter having previously come on before this court on the 21st day of March, 1914, and the above-entitled cause having been tried and the decision rendered in favor of Lewis Porter Hammond, as Trustee, and upon the answer and cross-complaint of the Wyoming Valley Trust Company, as Trustee, herein, and upon the answers of the remaining defendants in the above-entitled action: That the plaintiff, Lewis Porter Hammond, appearing by his attorney Z. R. Cheney, Esq., and the defendant and cross-complainant, Wyoming Valley Trust Company, being represented by their attorneys, Messrs. Shackelford & Bayless; and the defendant, John Clark Hile, alias J. Clark Hile, The Jualpa Company, and The Last Chance Gold Mining Company of Alaska, being represented by their attorneys, Messrs. Winn & Burton, and the testimony upon behalf of the Wyoming Valley Trust Company, defendant and cross-complainant, and defendant and cross-complainant, Lewis Porter Hammond, as trustee, having been heard, and the remaining defendants in said action having offered no testimony herein, and the court being fully advised in the premises, having on the 23rd day of March, 1914, rendered its findings of fact and conclusions of law as herein.

NOW, THEREFORE, it is by the court ORDERED, ADJUDGED and DECREED that all and singular the allegations of the bill of complaint of Lewis Porter Hammond, as trustee herein, and all and singular the allegations in the bill of cross-complaint of the Wyoming Valley Trust Company, as Trustee, herein, are true.

It is further ORDERED, ADJUDGED and DECREED that the defendant and cross-complainant, Wyoming Valley Trust Company, have and recover of the Last Chance Gold Mining Company of Alaska the sum of \$8,900.00, being the principal sum due upon the total 89 bonds issued under said mortgage deed of trust, dated July 1, 1901, from the said The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, together with the sum of \$5,497.00 interest now due thereon, together with the sum of \$1,000.00 attorney's fees, together with the sum of \$500.00 expenses and compensation of the Wyoming Valley Trust Company, the trustee under said mortgage deed of trust, making a total sum of \$15,897.00, together with all accruing costs thereof; and.

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, together with accruing costs upon the following described property, to-wit:

FIRST: All that certain placer mining claim and premises designated by the ex-officio Surveyor General as lots Nos. 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, and 162, known as The Last Chance Placer Mining Claim and embracing a portion of the public domain in the Harris mining district in Alaska in the District of Lands subject to sale at Sitka, in which said Placer Mining Claim and premises were duly patented by the United States of America, by letters patent bearing date the 22nd day of June, A. D. 1892, unto William Nelson, Leontischer and John W. Allen, which letters patent are recorded at Juneau in book 12, of Deeds on pages 423, 424, and 425 as by reference thereto will more fully and at large appear.

SECOND: All that certain Placer Claim known as the Eureka Hill Claim, situated on Gold Creek near Juneau, Alaska, and being recorded in book 2, page 111, Juneau Recording District, in Taku Mill Site, Gulch as re-

corded in book 2, page 133; also that Placer Claim formerly owned by E. A. Evans, which said claim is recorded in book 2, page 132, of the records at Juneau; also the water right of Woods Gulch as conveyed to Eureka Hill Placer Claim as recorded in book 2, page 181, of the records aforesaid; also the Pilgrim Placer Claim as recorded in book number 6 of Placers on page 5, all of which five premises were conveyed to the said The Last Chance Gold Mining Company by W. H. Hile by deed dated June 2, 1899, and recorded at Juneau in book 15 of deeds at page 430, as by reference thereto will more fully and at large appear.

THIRD: All that certain Placer Claim lying along the waters of Gold Creek, above Pilgrim Placer Claim, being known and designated as the Schubert Placer Claim.

FOURTH: All that certain Placer Claim lying North of the Last Chance Mining Claim being known and designated as the Last Chance Claim.

FIFTH: All that certain Placer Claim lying North of the Western end of the Last Chance Basin, being known and designated as the Mathilda Placer Claim.

SIXTH: All that certain Placer Claim immediately West of the Last Chance Basin known as the Sherlock Placer Claim, through which is located the present tunnel of the said The Last Chance Mining Company.

SEVENTH: All that certain Placer Claim known and designated as the Teitowas Placer Claim, lying on the western side of the Gold Creek, immediately West of the Sherlock Placer Claim, and through which is also constructed the present tunnel of the Last Chance Gold Mining Company.

EIGHTH: All the water-rights, ditches, flumes, tunnels, works, shutes, dams, dam sites and other appurtenances whatsoever connected with, belonging to and appertaining to the premises above more fully and specifically described, it being the intention that this indenture shall cover the entire properties above described along the appurtenances thereunto belonging so fully and completely as the same are now owned and enjoyed by the party of the first part hereto.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff, Lewis Porter Hammond, as trustee, herein, under the mortgage deed of trust dated May 1, 1905, is the holder of 87 bonds issued under the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, and has become the holder of the proceeds of the mortgage deed of trust from The Jualpa Company, as trustee, of which said Central Trust & Savings Company, the said Lewis Porter Hammond is successor trustee; and further:

That the said Lewis Porter Hammond, as trustee, may bid upon the property described in this paragraph with the said 87 bonds, and satisfy the principal and interest thereon hereinafter provided for, after paying the costs and expenses of said sale and accruing costs, after satisfying the amounts herein decreed to be due to the said Wyoming Valley Trust Company, as trustee, for attorney's fees, costs, expenses and compensation of the plaintiff, Lewis Porter Hammond, and after paying to the said Company the sum of \$100.00 principal and \$73.00 interest, due upon each of the two remaining bonds not held by him.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff herein, Lewis Porter Hammond, as trustee, have and recover of and from The Jualpa Company, the sum of \$100,000.00 principal due under the said mortgage deed upon the 1000 bonds issued thereunder, together with the sum of \$100,000.00 interest now due thereon, together with the sum of \$100,000.00 attorney's fees, together with the sum of \$5,000.00 expenses and compensation of the said trustee under said mortgage deed of trust, making a total sum of \$300,000.00 together with all accruing costs and interest thereon; and.

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from the said The Jualpa Company to the Central Trust & Savings Company, as trustee, of which the plaintiff, Lewis Porter Hammond, is successor as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, together with accruing costs upon the following described property, to-wit:

FIRST: All that certain placer Placer Claim known as the Gilbert Placer Claim situated on Gold Creek, Juneau Recording District, District of Alaska, more particularly bounded and described in the certificate of location thereof, of record in the office of the Recorder of Juneau Recording District in book 5 of placers on page 185.

SECOND: All that certain Lode Mining Claim known and designated as the Nip and Tuck Lode Mining Claim, situated in Juneau Recording District, District of Alaska, and particularly bounded and described in the certificate of location thereof, of record in the office of the recorder of said Juneau Recording District in book 11 of Lodes on page 121.

THIRD: All that certain Lode Mining Claim known as the Margate Lode Claim, situated in Silver Bow Basin, Juneau Recording District, District of Alaska, and particularly bounded and described in the certificate of location thereof, of record in the office of the Recorder of Juneau Recording District in book 13 of Lodes on page 115.

FIFTH: All that certain Lode Mining Claim known and designated as the Lode Claim, situated in Silver Bow Basin, Juneau Recording District, District of Alaska, and particularly bounded and described in the certificate of location thereof, of record in the office of the Recorder of Juneau Recording District in book 13 of Lodes on page 114.

SIXTH: All that certain Lode Mining Claim known and designated as the Charlotte Lode Claim, situated in Silver Bow Basin, Juneau Recording District, District of Alaska, and particularly bounded and described in the certificate of location thereof, of record in the office of the Recorder of Juneau Recording District in book 13 of Lodes on page 112.

SEVENTH: All that certain Placer Mining Claim, situated near Silver Bow Basin in Juneau Recording District, District of Alaska, known as designated as the Lurvey Placer Mine, situated in the U. S. Land Office as registered in Patent number 19625, certificate number 21, and of record in the office of said Recorder of Juneau Re-

corded in book 12 of deeds, on pages 421, 422, and 423, together with that certain water right and ditch belonging and appertaining to said Lurvey Placer Mining Claim, known as the Lurvey Ditch and Water Right, with all pipe lines appliances and apparatus thereunto belonging or in any way appertaining.

EIGHTH: All that certain tunnel and Tunnel Claim situated in Juneau Recording District, District of Alaska, as bounded and described in the certificate of location, of record in book 5 of Placers on Page 269 in the office of the Recorder of said Juneau Recording District, together with the flume, lumber and material within said tunnel with appurtenances in any way appertaining thereto.

NINTH: All that certain right of way for flume or water ditch of ten thousand inches known and designated as the Last Chance Water Right, number 1, in and to the waters of Gold Creek, Juneau Recording District, District of Alaska, and particularly described as follows, to-wit: Commencing at a point about 150 yards above Snow Slide gulch on Gold Creek and a stake on the right hand bank of said Gold Creek on which the notice of location is posted; thence (1) along the water of Gold Creek in a Southwesterly direction, around Cape Horn, and to the Last Chance Placer Claim, one-half mile more or less, together with the right to the enjoyment and use of 10,000 inches of water in said Gold Creek, above mentioned, for mining purposes; the certificate of location of said water right being of record in the office of the Recorder of said Recording District, in book 5 of Placers on Page 259.

TENTH: All that certain Right of Way for flume or water ditch and Water Right of ten thousand inches (10,000) of water of Gold Creek, known and designated as Last Chance Water Right number 2, situated in Juneau Recording District, District of Alaska, as bounded and described in the location certificate thereof, of record in the office of the Recorder of said Juneau Recording District, in book 5 of Placers on Page 260 as follows, to-wit: All and singular that tract or parcel of land lying and being in Juneau Recording District, District of Alaska, commencing at the Southwesterly end of the Last Chance Placer Claim, and generally described as follows, to-wit: Commencing at the notice of location of Water Right No. 1, or was posted, thence extending along the right bank of Gold Creek on by Tunnel Southwesterly one-half mile more or less to the creek again with the right to the enjoyment of ten thousand (10,000) inches of water of the said Gold Creek, for mining purposes.

ELEVENTH: All that certain right of way for flume or water ditch and water right of 10,000 inches in Gold Creek, known as the Last Chance Water Right number 3, in Juneau Recording District, District of Alaska, as bounded and described in the certificate of location thereof, of record in the office of the Recorder of Juneau Recording District, District of Alaska, in book 5 of Placers on pages 270 and 271.

TWELFTH: All that certain right of way for flume or water ditch and Water Right of 10,000 inches of water from Snow Slide Gulch known and designated as Last Chance Water Right Number 4, situated in Juneau Recording District, District of Alaska, as bounded and described in the notice of location thereof, of record in the office of the Recorder of said Juneau Recording District.

Together with all and singular, the buildings, roads, passages, engines, boilers, machinery, and other appurtenances, together with all and singular the water-courses, flumes, pipes, lines, ditches, water rights and rights of way and all the dips, spurs, and angles and all metals, ores gold and silver-bearing quartz, rock and cavel therein and all other things and contents thereof, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversal of all the same, together with the same, interest, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in and to the premises above every part and parcel thereof with appurtenances.

Also the following property acquired by The Jualpa Company, subject to that certain mortgage deed of trust dated May 1, 1905, but acquired subsequent to the execution of said mortgage deed of trust, in the Harris mining district of U. S. Survey No. 641, and the Colorado Lode and Idaho Placer Claims:

Commencing at corner No. 4, Last Chance Placer, survey No. 142; thence along line 4-3 Survey No. 142 N. 4 deg. 30 min. E. 25 feet to corner No. 3 Survey No. 142. Identical with corners Nos. 5, and 6, Colorado Lode and Idaho Placer U. S. Survey No. 641, respectively; thence along the N. W. side-line of the Colorado Lode N. 84 deg. 00 min. E. 135 feet to the corner of Snow Slide Gulch; thence S. 23 deg. 15 min. W. 283 feet approximately to corner No. 4, U. S. Survey No. 142 and the place of beginning, containing an area of 0.40 acres more or less, magnetic variation 30 deg. 00 min. E.

Commencing at corner No. 3, Last Chance Placer U. S. Survey No. 142 on line 2 Ground Hog Mill Site U. S. Survey No. 75; thence N. 85 deg. 30 min. E. 290 feet to corner No. 4, U. S. Survey No. 143; thence S. 41 deg. 00 min. E. 50 feet to a point within the Idaho Placer U. S. Survey No. 641; thence S. 85 deg. 30 min. W. 300 feet to a point on line 3-2 U. S. Survey No. 75; thence N. 41 deg. 00 min. W. 50 feet along line 3-2 U. S. Survey No. 75 to corner No. 1 U. S. Survey No. 143 and the place of beginning, containing an area of 0.30 acres more or less; magnetic variation 30 deg. 00 min. E.

Also the Sola Lode Claim, situated in the Harris Mining District, District of Alaska, described as follows, to-wit: Commencing at this notice and monument, being the center of the S. E. corner of the claim, thence southwesterly 300 feet to a monument at S. W. corner of the claim on the N. E. side line of the Bess Lode; thence northwesterly 1500 feet to monument at N. W. corner of claim, along the N. E. side line of the Bess Lode; thence northwesterly 600 feet to monument at N. E. corner of claim; thence southeasterly 1500 feet to northeast corner of claim; thence southeasterly 300 feet to lode line monument, and the place of beginning. Containing an area of 0.30 acres more or less, situated on Gold Mountain at the southeast end of Silver Bow Basin. This claim shall be known as the Sola Lode, and is bounded on the N. E. and N. W. by

unknown claims, on the S. W. by the Lady Corson and Bess Lodes, and on the S. E. by the Sola No. 1 Lode.

Also the Sola Number One Lode Claim, situate in the Harris Mining District, District of Alaska, described as follows, to-wit:

Commencing at this notice and monument, being the center N. W. end of claim; thence northwesterly 360 feet to monument at N. W. corner of claim; thence southeasterly 1500 feet to monument at N. E. corner of claim; thence southwesterly 600 feet to monument at southeast corner of claim; thence northwesterly 1500 feet partly along the N. E. side line of this decree and monument, being the center of claim; thence northwesterly to lode line monument, and the place of beginning. Containing an area of 20.66 acres. This claim is situated on Gold Mountain about the southeast end of the Sola Basin and is an extension of the Sola Lode. The Sola No. 3 lode is bounded on the N. E. and S. E. by unknown claims, on the N. W. by the Sola lode and on the southwest by unknown claims, and the N. E. side line of the Bess Lode.

And it is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Last Chance Gold Mining Company, as trustee, of which the plaintiff, Lewis Porter Hammond, is successor as trustee, is a second lien upon all of the property described in paragraph No. 2 of this decree, and that the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, as trustee, shall be a first lien upon the property described in paragraph No. 2 of this decree, and that the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, as trustee, shall be a first lien upon the property described in paragraph No. 2 of this decree, and that the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, as trustee, shall be a first lien upon the property described in paragraph No. 2 of this decree, and that the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to the Wyoming Valley Trust Company, as trustee, shall be a first lien upon the property described in paragraph No. 2 of this decree.

It is further ORDERED, ADJUDGED and DECREED that 961 of the said bonds of The Jualpa Company have been assigned to the highest bidder, under said mortgage deed of trust, by the said Lewis Porter Hammond, as trustee, of which the plaintiff, Lewis Porter Hammond, is successor as trustee, and that two of the bonds under said mortgage deed of trust are the property of George P. Chandler, and the said bonds have been lost or destroyed.

It is further ORDERED, ADJUDGED and DECREED that the mortgaged premises, property, and franchises, both real and personal, and mixed, and all of the property in this decree, described specifically or generally, do belong and shall be hereinafter collected, and that all of the right, title, and interest, estate and equity of redemption of the defendants, The Last Chance Gold Mining Company of Alaska, The Jualpa Company and John Clark Hile, alias J. Clark Hile, and each and all of them, or of any one holding under or claiming to hold under any or all of them, in and to any or all of the premises, property and franchises herein described and every part and parcel thereof shall be forever barred and foreclosed, and that the claim upon said property is subsequent and subject to the mortgages hereinbefore referred to in paragraphs Nos. 2 and 3 of this decree.

It is further ORDERED, ADJUDGED and DECREED that a special writ of execution, setting forth a true copy of this decree, shall issue out of this court for the purpose of selling the property, premises and franchises and rights of whatsoever name or nature in this decree described, directed to the U. S. Marshal for the District of Alaska, and he is ordered to make sale of said property according to the provisions of this decree to satisfy the various amounts herein due in the order of their respective priorities, and that he shall receive the highest bid, and deposit the proceeds thereof in the registry of this court, according to the priorities and provisions of this decree, saving and excepting that the trustee under the mortgage deed of trust and the bondholders of said mortgage deeds of trust, may bid upon said property as hereinafter provided.

It is further ORDERED, ADJUDGED and DECREED that the highest bidder in case of any of the property described in paragraph No. 2 of this decree to the highest bidder and take note of said bid.

All of the property described in paragraph No. 3 of this decree to the highest bidder and take note of said bid.

All of the property described in paragraph No. 3 of this decree to the highest bidder and take note of said bid.

In case the property described in paragraph No. 2 of this decree be sold separately under clause (A) hereof, above set forth, the United States Marshal shall satisfy: (FIRST) All the accruing costs arising upon the sale of said property; (SECOND) All the costs and expenses of the trustee, Wyoming Valley Trust Company, and attorney's fees mentioned in paragraph No. 2 of said decree; (THIRD) The principal sum declared to be due under said mortgage deed of trust with interest being paid to the Wyoming Valley Trust Company, as trustee, and (FOURTH) That the surplus, if any, shall be applied to the satisfaction of the mortgage deed of trust described in paragraph No. 3 of this decree, and that the surplus, if any, of such bid thereafter remaining, be deposited in this court for the benefit of such other persons as may be entitled thereto under the order of this court.

It is further ORDERED, ADJUDGED and DECREED that the said Lewis Porter Hammond, as trustee, after satisfying the costs and expenses and compensation of the Wyoming Valley Trust Company and the attorney's fees allowed in paragraph No. 2 of this decree, and after paying the sum of \$346.00, principal and interest to the said Wyoming Valley Trust Co., being the principal and interest due upon the two bonds not held by Lewis Porter Hammond, may bid with the 87 bonds held by him under said mortgage deed of trust in lieu of cash up to and including the sum of \$15,051.00, being the principal and interest now due upon the said 87 bonds so held by the said Lewis Porter Hammond.

(1) If the property described in paragraph No. 3 of this decree, not including that described in paragraph No. 2, be sold separately under clause (B) of paragraph No. 6, the United States Marshal shall: (FIRST) Satisfy out of the proceeds of said sale, the costs of said sale. (SECOND) Amounts found to be due hereunder on account of trustee's expenses and compensation, and attorney's fees, of which the amount found to be due under paragraph No. 3 hereof on account of the bonds and interest under said mortgage deed of trust to the Central Trust & Savings Company, of which, Lewis Porter Hammond, is trustee, is \$346.00. (FOURTH) That the surplus, if any, be deposited in this court for the satisfaction of the persons entitled thereto who may make application to this court; and.

If, after applying the proceeds of this sale, there still remains due and unsatisfied any sum upon the mortgage described in paragraph No. 2 of this decree, the Wyoming Valley Trust Company shall have a deficiency judgment against The Last Chance Gold Mining Company of Alaska for any amount still due under said mortgage deed of trust; and, likewise, if the amount bid upon said property does not satisfy in full the amount of the mortgage deed of trust described in paragraph No. 3 of this decree, then, Lewis Porter Hammond, as trustee, shall be entitled to a deficiency judgment against The Jualpa Company for any amount remaining due and unpaid upon the mortgage deed of trust described in paragraph No. 3 of this decree.

Done in open Court this 23rd day of March, A. D. 1914.

ROBERT W. JENNINGS, Judge.

NOW, THEREFORE, you are hereby commanded by Lewis upon all of the property hereinbefore described, and to sell the same in accordance with the foregoing judgment and decree of sale, and to apply the proceeds of such sale, after deducting the costs and expenses of such sale, to the satisfaction of the various claims of indebtedness, shall be applied as the court may hereafter direct and decree. And all questions not hereby disposed of are hereby reserved for future disposition, and any party to the action may, at any time, apply to this court at the foot of this decree for such purpose.

(2) It is further ORDERED, ADJUDGED and DECREED that the said Lewis Porter Hammond, as trustee, shall be entitled to a deficiency judgment against The Jualpa Company for any amount remaining due and unpaid upon the mortgage deed of trust described in paragraph No. 3 of this decree.

(3) It is further provided that no sum shall be credited on account of said bonds in excess of the face value of such bid together with interest now due thereon.

(1) If the property described herein be sold under paragraph (C) of this decree, that is to say, if all of the property described in this decree be sold in bulk to the highest bidder, then the United States Marshal shall: (FIRST) Satisfy out of the sum bid, the total amount due for costs and expenses of this sale. (SECOND) The total amount due to the Wyoming Valley Trust Company, as trustee, on account of the mortgage and bonds described in paragraph No. 2 of this decree, both as to principal and interest, and (FOURTH) Lewis Porter Hammond, as trustee, on account of trustee's expenses and compensation and attorney's fees for trustee provided for hereunder. (FIFTH) The balance shall be applied to the payment and satisfaction of the mortgage deed of trust described in paragraph No. 3 of this decree. (SIXTH) That the surplus, if any, shall be deposited in the registry of this court for the benefit of those entitled thereto who hereafter may make application to this court. (SEVENTH) After satisfying the costs and expenses of the trustee herein, and their compensation and attorney's fees, the amount bid may be paid in the following manner, to-wit: The said Lewis Porter Hammond, as trustee, may pay the total sum of \$346.00, being the principal and interest due to the Wyoming Valley Trust Company on account of the two bonds not held by the said Lewis Porter Hammond under the mortgage deed of trust described in paragraph No. 2 of this decree and may bid Lewis Porter Hammond, as trustee, for the sum of \$15,051.00, being the principal and interest due upon the said 87 bonds and have said amount applied upon said bid in lieu of cash, and the said Lewis Porter Hammond, may, and is ordered to make sale of said property according to the provisions of this decree to satisfy the various amounts herein due in the order of their respective priorities, and that he shall receive the highest bid, and deposit the proceeds thereof in the registry of this court, according to the priorities and provisions of this decree, saving and excepting that the trustee under the mortgage deed of trust and the bondholders of said mortgage deeds of trust, may bid upon said property as hereinafter provided.

(B) All of the property described in paragraph No. 3 of this decree to the highest bidder and take note of said bid.

(C) All of the property described in paragraphs Nos. 2 and 3 of this decree to the highest bidder, and take note of said bid.

(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said mortgage deed of trust, and not deposited with the said Lewis Porter Hammond, may also have the right to bid under said mortgage deed of trust, after paying the costs and expenses of sale and costs of the trustee and attorney's fees, and the amount of the mortgage deed of trust to the Wyoming Valley Trust Company, described in paragraph No. 2 of this decree, by depositing with the United States Marshal, the bonds so held by said persons desiring to bid, and having credited thereon such sums as would be payable upon said bonds after paying the prior charges above described, the same as if the whole amount of said bid had been paid in cash, but shall pay the balance of said bid in cash so that the balance of said bid, but within the same class, shall be ratably paid; and, that thereafter the said United States Marshal shall deposit all proceeds received by him in the registry of this court.

That the sale of said premises, rights and franchises shall be made by the United States Marshal as aforesaid, who is authorized to conduct such sale and execute the necessary conveyances or certificates to the purchaser of the property sold. That the amount of the highest bid in accordance with law and the terms of this decree on a day to be fixed by the United States Marshal upon and after the publication of the usual notice required by law; and, that any purchaser or purchaser or assignee shall have the right to enter his or her appearance in this court and shall have the right to become a party to subsequent proceedings herein so far as his interest may be affected. And the fund arising from the sale of said property and premises shall be applied in accordance with the priorities hereinbefore decreed, and the surplus, if any, after the payment of the various claims of indebtedness, shall be applied as the court may hereafter direct and decree. And all questions not hereby disposed of are hereby reserved for future disposition, and any party to the action may, at any time, apply to this court at the foot of this decree for such purpose.

(1) If the property described in paragraph No. 3 of this decree, not including that described in paragraph No. 2, be sold separately under clause (B) of paragraph No. 6, the United States Marshal shall: (FIRST) Satisfy out of the proceeds of said sale, the costs of said sale. (SECOND) Amounts found to be due hereunder on account of trustee's expenses and compensation, and attorney's fees, of which the amount found to be due under paragraph No. 3 hereof on account of the bonds and interest under said mortgage deed of trust to the Central Trust & Savings Company, of which, Lewis Porter Hammond, is trustee, is \$346.00. (FOURTH) That the surplus, if any, be deposited in this court for the satisfaction of the persons entitled thereto who may make application to this court; and.

If, after applying the proceeds of this sale, there still remains due and unsatisfied any sum upon the mortgage described in paragraph No. 2 of this decree, the Wyoming Valley Trust Company shall have a deficiency judgment against The Last Chance Gold Mining Company of Alaska for any amount still due under said mortgage deed of trust; and, likewise, if the amount bid upon said property does not satisfy in full the amount of the mortgage deed of trust described in paragraph No. 3 of this decree, then, Lewis Porter Hammond, as trustee, shall be entitled to a deficiency judgment against The Jualpa Company for any amount remaining due and unpaid upon the mortgage deed of trust described in paragraph No. 3 of this decree.

Done in open Court this 23rd day of March, A. D. 1914.

ROBERT W. JENNINGS, Judge.

NOW, THEREFORE, you are hereby commanded by Lewis upon all of the property hereinbefore described, and to sell the same in accordance with the foregoing judgment and decree of sale, and to apply the proceeds of such sale, after deducting the costs and expenses of such sale, to the satisfaction of the various claims of indebtedness, shall be applied as the court may hereafter direct and decree. And all questions not hereby disposed of are hereby reserved for future disposition, and any party to the action may, at any time, apply to this court at the foot of this decree for such purpose.

(2) It is further ORDERED, ADJUDGED and DECREED that the said Lewis Porter Hammond, as trustee, shall be entitled to a deficiency judgment against The Jualpa Company for any amount remaining due and unpaid upon the mortgage deed of trust described in paragraph No. 3 of this decree.

(3) It is further provided that no sum shall be credited on account of said bonds in excess of the face value of such bid together with interest now due thereon.

(1) If the property described herein be sold under paragraph (C) of this decree, that is to say, if all of the property described in this decree be sold in bulk to the highest bidder, then the United States Marshal shall: (FIRST) Satisfy out of the sum bid, the total amount due for costs and expenses of this sale. (SECOND) The total amount due to the Wyoming Valley Trust Company, as trustee, on account of the mortgage and bonds described in paragraph No. 2 of this decree, both as to principal and interest, and (FOURTH) Lewis Porter Hammond, as trustee, on account of trustee's expenses and compensation and attorney's fees for trustee provided for hereunder. (FIFTH) The balance shall be applied to the payment and satisfaction of the mortgage deed of trust described in paragraph No. 3 of this decree. (SIXTH) That the surplus, if any, shall be deposited in the registry of this court for the benefit of those entitled thereto who hereafter may make application to this court. (SEVENTH) After satisfying the costs and expenses of the trustee herein, and their compensation and attorney's fees, the amount bid may be paid in the following manner, to-wit: The said Lewis Porter Hammond, as trustee, may pay the total sum of \$346.00, being the principal and interest due to the Wyoming Valley Trust Company on account of the two bonds not held by the said Lewis Porter Hammond under the mortgage deed of trust described in paragraph No. 2 of this decree and may bid Lewis Porter Hammond, as trustee, for the sum of \$15,051.00, being the principal and interest due upon the said 87 bonds and have said amount applied upon said bid in lieu of cash, and the said Lewis Porter Hammond, may, and is ordered to make sale of said property according to the provisions of this decree to satisfy the various amounts herein due in the order of their respective priorities, and that he shall receive the highest bid, and deposit the proceeds thereof in the registry of this court, according to the priorities and provisions of this decree, saving and excepting that the trustee under the mortgage deed of trust and the bondholders of said mortgage deeds of trust, may bid upon said property as hereinafter provided.

(B) All of the property described in paragraph No. 3 of this decree to the highest bidder and take note of said bid.

(C) All of the property described in paragraphs Nos. 2 and 3 of this decree to the highest bidder, and take note of said bid.

(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said mortgage deed of trust, and not deposited with the said Lewis Porter Hammond, may also have the right to bid under said mortgage deed of trust, after paying the costs and expenses of sale and costs of the trustee and attorney's fees, and the amount of the mortgage deed of trust to the Wyoming Valley Trust Company, described in paragraph No. 2 of this decree, by depositing with the United States Marshal, the bonds so held by said persons desiring to bid, and having credited thereon such sums as would be payable upon said bonds after paying the prior charges above described, the same as if the whole amount of said bid had been paid in cash, but shall pay the balance of said bid in cash so that the balance of said bid, but within the same class, shall be ratably paid; and, that thereafter the said United States Marshal shall deposit all proceeds received by him in the registry of this court.

That the sale of said premises, rights and franchises shall be made by the United States Marshal as aforesaid, who is authorized to conduct such sale and execute the necessary conveyances or certificates to the purchaser of the property sold. That the amount of the highest bid in accordance with law and the terms of this decree on a day to be fixed by the United States Marshal upon and after the publication of the usual notice required by law; and, that any purchaser or purchaser or assignee shall have the right to enter his or her appearance in this court and shall have the right to become a party to subsequent proceedings herein so far as his interest may be affected. And the fund arising from the sale of said property and premises shall be applied in accordance with the priorities hereinbefore decreed, and the surplus, if any, after the payment of the various claims of indebtedness, shall be applied as the court may hereafter direct and decree. And all questions not hereby disposed of are hereby reserved for future disposition, and any party to the action may, at any time, apply to this court at the foot of this decree for such purpose.

(1) If the property described in paragraph No. 3 of this decree, not including that described in paragraph No. 2, be sold separately under clause (B) of paragraph No. 6, the United States Marshal shall: (FIRST) Satisfy out of the proceeds of said sale, the costs of said sale. (SECOND) Amounts found to be due hereunder on account of trustee's expenses and compensation, and attorney's fees, of which the amount found to be due under paragraph No. 3 hereof on account of the bonds and interest under said mortgage deed of trust to the Central Trust & Savings Company, of which, Lewis Porter Hammond, is trustee, is \$346.00. (FOURTH) That the surplus, if any, be deposited in this court for the satisfaction of the persons entitled thereto who may make application to this court; and.

penses of such levy and sale as directed in said decree. WHEREOF fall not, and of this writ make due service and return. WITNESS the Honorable Robert W. Jennings, Judge of said District Court, and the seal of said Court affixed at Juneau, in said District, this 6th day of April, A. D. 1914.