

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 a writ of Fieri Facias, 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.

EXECUTION. 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-Seven Dollars (\$16,897.00); 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 was duly entered in said cause ordering and adjudging the sale of 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 upon the complaint of the plaintiff, 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; 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 its attorneys, Messrs. Shackelford & Bayless; and the defendants, 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, as trustee, and upon behalf of 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, read and filed its findings of fact and conclusions of law as hereinbefore set forth.

NOW, THEREFORE, 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 and from 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 claimant herein, 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, read and filed its findings of fact and conclusions of law as hereinbefore set forth.

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 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 \$16,897.00, 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 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 \$16,897.00, 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 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 \$16,897.00, together with all accruing costs thereof; and,

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 182, 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 Placer Claim as recorded in book number 6 of Placers on page 9, 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 Placer 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 Teitsworth Placer Claim, lying on both sides of the Gold Creek, immediately West of the Sherlock Placer Claim, on and through which is also constructed the present tunnel of the said The Last Chance Gold Mining Company.

EIGHTH: All the water-rights, ditches, flumes, tunnels, works, shuttles, dams, 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 with 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 and by virtue of a 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 his heirs and assigns, for the protection of the mortgagee and bondholders under said mortgage deed of trust from The Jualpa Company to the Central Trust and Savings 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 herein decreed to be due, 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 and after paying to the Wyoming Valley Trust 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, here and recover of and from the said Jualpa Company, the sum of \$100,000.00 principal due under the said mortgage deed of trust, together with the sum of \$47,000.00 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 \$192,000.00 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 Jualpa Company to the Central Trust & Savings Company, as trustee, of which the said Lewis Porter Hammond, plaintiff, is successor as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage deed of trust from The Jualpa Company to the Central Trust & Savings Company, as trustee, is a first, prior and paramount lien for the security of the total sum above mentioned, 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 \$16,897.00, together with all accruing costs thereof; and,

known claims, on the S. W. by the Lady Corson and Boss Lodes, and on the S. E. by the Solo Lode. Also the Gold Number One 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 N. W. end of claim; thence northeasterly 300 feet to monument at N. W. corner of claim; thence southeasterly 100 feet to monument at N. E. corner of claim; thence southeasterly 600 feet to monument at S. W. corner of claim; thence northeasterly 1500 feet partly along the N. E. side line of the Boss Lode to monument at S. W. corner 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 Silver Bow Basin and is an extension of the Solo Lode. The Solo Lode is bounded on the N. E. and S. E. by unknown claims, on the N. W. by the Solo Lode and on the southwest by unknown claims, and the N. E. side line of the Boss Lode.

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

It is further ORDERED, ADJUDGED and DECREED that the said mortgage from The Jualpa Company to the Central Trust & Savings 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 subject and subsequent only to the said mortgage deed of trust from The Last Chance Gold Mining Company of Alaska to Wyoming Valley Trust Company; and,

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 trustees' expenses and compensation and attorney's fees. (THIRD) Apply the balance to 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 successor, as trustee. (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,

(2) It is further ORDERED, ADJUDGED and DECREED that the holder or holders of any bonds subject with bonds in lieu of cash, after paying: (FIRST) The costs and expenses of said sale. (SECOND) The amounts found to be due on account of trustees' expenses, compensation and attorney's fees. (THIRD) The amount of said bid with such surplus as would be payable upon said bid to such bondholders out of the surplus left after paying the costs and expenses of trustee and trustees' attorneys, but shall pay the balance of such bid into the court through the marshal so that the bondholders not participating in said bid shall be ratably paid; and,

(3) It is further provided that no sum shall be credited on account of said bonds in excess of the face value thereon, 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, in addition to the sum bid, 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 expenses and compensation of such trustee and trustees' attorneys. (THIRD) 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) generally, the amount due to the said Lewis Porter Hammond, as trustee, on account of trustees' 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 this sale and the costs and expenses of the trustee, herein, and their compensation and their 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 \$24,000.00, 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 surrender the 87 bonds held by the said Lewis Porter Hammond, as trustee, for the sum of \$15,651.00, 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, after satisfying the prior charges above mentioned, to-wit: the costs and expenses of the sale, costs and expenses and compensation of trustees and of attorney's fees, and the amount of the mortgage due to the Wyoming Valley Trust Company under paragraph No. 2 herein, and after the said charges are deducted from the amount of his bid, pay the balance of such bid by having credited upon the 961 bonds held by him, 961-1000 of the bonds due upon such bid, and shall pay into the court the balance of such surplus amount so bid to-wit: 39-1000 in cash, provided, however, that if the said bid shall exceed the amount of the prior charges above set forth and the amount of the mortgage from the said The Jualpa Company to the Central Trust & Savings Company, the amount of excess shall also be deposited in court through said United States Marshal, to be disbursed under order of this court to the persons thereto entitled; and,

(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said 39 bonds issued under 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 and expenses and compensation of the trustees and their attorneys, and paying the amount due under 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 holder or holders of other bonds not participating in said bid, but with the same of which they shall have the right to enter his or their appearance in this court and 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, 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 application for action, or any time apply to this court at the foot of this decree for such purpose.

(3) 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, in addition to the sum bid, 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 expenses and compensation of such trustee and trustees' attorneys. (THIRD) 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) generally, the amount due to the said Lewis Porter Hammond, as trustee, on account of trustees' 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 this sale and the costs and expenses of the trustee, herein, and their compensation and their 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 \$24,000.00, 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 surrender the 87 bonds held by the said Lewis Porter Hammond, as trustee, for the sum of \$15,651.00, 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, after satisfying the prior charges above mentioned, to-wit: the costs and expenses of the sale, costs and expenses and compensation of trustees and of attorney's fees, and the amount of the mortgage due to the Wyoming Valley Trust Company under paragraph No. 2 herein, and after the said charges are deducted from the amount of his bid, pay the balance of such bid by having credited upon the 961 bonds held by him, 961-1000 of the bonds due upon such bid, and shall pay into the court the balance of such surplus amount so bid to-wit: 39-1000 in cash, provided, however, that if the said bid shall exceed the amount of the prior charges above set forth and the amount of the mortgage from the said The Jualpa Company to the Central Trust & Savings Company, the amount of excess shall also be deposited in court through said United States Marshal, to be disbursed under order of this court to the persons thereto entitled; and,

(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said 39 bonds issued under 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 and expenses and compensation of the trustees and their attorneys, and paying the amount due under 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 holder or holders of other bonds not participating in said bid, but with the same of which they shall have the right to enter his or their appearance in this court and 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, 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 application for action, or any time apply to this court at the foot of this decree for such purpose.

(3) 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, in addition to the sum bid, 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 expenses and compensation of such trustee and trustees' attorneys. (THIRD) 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) generally, the amount due to the said Lewis Porter Hammond, as trustee, on account of trustees' 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 this sale and the costs and expenses of the trustee, herein, and their compensation and their 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 \$24,000.00, 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 surrender the 87 bonds held by the said Lewis Porter Hammond, as trustee, for the sum of \$15,651.00, 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, after satisfying the prior charges above mentioned, to-wit: the costs and expenses of the sale, costs and expenses and compensation of trustees and of attorney's fees, and the amount of the mortgage due to the Wyoming Valley Trust Company under paragraph No. 2 herein, and after the said charges are deducted from the amount of his bid, pay the balance of such bid by having credited upon the 961 bonds held by him, 961-1000 of the bonds due upon such bid, and shall pay into the court the balance of such surplus amount so bid to-wit: 39-1000 in cash, provided, however, that if the said bid shall exceed the amount of the prior charges above set forth and the amount of the mortgage from the said The Jualpa Company to the Central Trust & Savings Company, the amount of excess shall also be deposited in court through said United States Marshal, to be disbursed under order of this court to the persons thereto entitled; and,

(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said 39 bonds issued under 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 and expenses and compensation of the trustees and their attorneys, and paying the amount due under 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 holder or holders of other bonds not participating in said bid, but with the same of which they shall have the right to enter his or their appearance in this court and 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, 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 application for action, or any time apply to this court at the foot of this decree for such purpose.

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(2) It is further ORDERED, ADJUDGED and DECREED that any or all of the holders of the said 39 bonds issued under 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 and expenses and compensation of the trustees and their attorneys, and paying the amount due under 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 holder or holders of other bonds not participating in said bid, but with the same of which they shall have the right to enter his or their appearance in this court and 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, 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 application for action, or any time apply to this court at the foot of this decree for such purpose.

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