

the complainant in said cause as they should be taxed and its compensation as trustee, with its counsel fees and other expenses and disbursements as the same should be fixed by the said court, and also all receiver's indebtedness which the court might adjudge chargeable and

Secondly, The entire sum due for principal and interest and interest on unpaid coupons upon the bonds issued under said Consolidated mortgage up to the date of said decree, which sum was in and by said decree fixed and determined as aforesaid as the said sum of (\$14,016,308.09) fourteen million, sixteen thousand three hundred and eight and nine hundredths dollars with interest thereon from the date of said decree then said mortgaged premises and property real personal and mixed, rights and franchises, wherever situated, should be sold as an entirety and without an appraisement or right of redemption by the party of the first part who was by said decree appointed master commissioner for such purpose at public auction to the highest bidder therefor at twelve o'clock noon on the premises of the Oregon Railway and Navigation Company at the depot of said company at Fairview in Multnomah County, in the State of Oregon on a day to be named by such master Commissioner and that before making such sale the master commissioner should publish a notice thereof in a daily newspaper of general circulation published in the City of Portland, Oregon which notice should generally describe the real property to be sold as in said decree directed; and Whereas, after the entry of the said decree of August tenth 1895 such proceedings were had in said cause that a compromise adjustment and settlement were had between S. H. H. Clark, Oliver W. Drink, E. Alery, Anderson, Frederic R. Conder and John H. Doane, the receivers heretofore appointed by the said court in the suit of Oliver Ames, second against the Union Pacific Railway Company and others, and Edwin McNeill, the receiver