

Company and others, including the obligations imposed upon or assumed by, the said McNeill, as receiver, by or under the order of the said court made and entered in said suit as aforesaid on the Twenty second day of May 1896, and relating to the compromise and settlement of the matters of difference existing between the said McNeill, receiver, and the said Clark and others receivers, appointed as aforesaid in the suit of Oliver Ames, second, against the Union Pacific Railway Company and others and that the said parties of the second part were the highest, best and only bidders at said sale and.

Whereas The said party of the first part as master commissioner, did, after such sale and on or about the ninth day of July 1896, duly make a report thereof to the said Circuit Court of the United States for the District of Oregon which said report was duly filed in the office of the clerk of said court on the said ninth day of July 1896 and

Whereas, Thereafter and on the sixteenth day of July 1896, and order or decree was duly made and entered by the said court confirming said sale and directing that upon the payment of the purchase price as directed by said order of confirmation, the said master commissioner forthwith make execute, acknowledge for record and deliver to the said parties of the second part a deed conveying and transferring all the premises and property, rights and franchises purchased by them as aforesaid, a draft form of this indenture being then and there submitted to and approved by the said Circuit Court as the said deed so to be executed and delivered.

Now, Therefore The said Richard B. Knapp, as master commissioner as aforesaid, party of the first part, in pursuance of said order or decrees and in consideration of the premises and of the payments made as aforesaid the receipt whereof is hereby acknowledged has granted, bargained sold, assigned, transferred and