

nine hundredths (\$14,016,308.09) dollars and unless said parties defendant, or some of them, should on or before the expiration of twenty days from the entry of said decree pay to the said complainant the said sum, together with certain other sums mentioned in 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 at public auction to the highest bidder therefor as provided in said decree by Richard B. Knapp who was appointed Master Commissioner to make, direct and conduct said sale and to execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof upon an order confirming such sale.

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. Clark, Oliver W. Drink, E. Ellery Anderson, Frederick R. Cudert and John W. 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 theretofore duly appointed by the said Court in the said suit of the Farmer's Loan and Trust Company against the Oregon Railway and Navigation Company, which compromise, adjustment and settlement were heretofore and on the twenty second day of May 1896 duly approved and confirmed by said Court by an order duly entered in said cause on last mentioned date, and whereby it was determined, adjudged and decreed that the said Edwin McNeill, Receiver, should assume and pay all outstanding liabilities of said Clark and others, as Receivers, resulting from their operation of the Oregon Railway and Navigation Company's system of properties which had then accrued or might thereafter accrue or be established against the said Court