

## COMPARED

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Receiver to be filed with the Clerk of the Missouri court as in the Missouri Final Decree directed, should be published at least once a week for four successive weeks prior to such sale in one newspaper printed, regularly issued and having a general circulation in the County of Boone, in the State of Missouri; in one newspaper printed, regularly issued and having a general circulation in the County of Cherokee, in the State of Kansas; in one newspaper printed, regularly issued and having a general circulation in the county of Muskogee, in the State of Oklahoma; and in one newspaper printed, regularly issued and having a general circulation in the county of Grayson, in the State of Texas; the particular newspapers to be selected by the Special Master with the approval of the solicitors for the Consolidated Trustee; and

WHEREAS in the consolidated cause pending in the District Court of the United States for the Northern District of Texas, at Dallas, ( hereinafter called the Texas Court ) entitled Central Union Trust Company of New York, Trustee, Plaintiff, against the Missouri, Kansas & Texas Railway Company of Texas, Defendant, in Equity, Consolidated Cause No. 2794.50, ( hereinafter called the Texas Consolidated Cause ), and in constituent cause No. 2820.76 thereof, there was made and entered on July 3, 1922, a Final decree ( hereinafter called the Texas confirmatory Decree ) whereby it was ordered, adjudged and decreed that the Missouri Final Decree be in all respects ratified, confirmed and adopted and made in all respects the decree of the Texas Court in the Texas Consolidated Cause, and in said constituent cause No. 2820-76 thereof, that the Second Mortgage be foreclosed and that the railroads and property in the state of Texas directed in and by the Missouri final Decree to be sold, be sold for the purpose and in the manner set forth in the Missouri final decree by the Special Master named in the Missouri Final decree; and

WHEREAS by the Missouri final decree it was also, among other things, ordered, adjudged and decreed that the Railway Company, or some one in its behalf, should, within ten days after the entry of the Missouri final Decree, pay or cause to be paid, in accordance with the provisions of Article Third of the Missouri Final decree, the sums specified in said Article Third, and that if said payments should not be made within said period of ten days the properties in the Missouri Final Decree described should be sold as in the Missouri Final Decree provided; and

WHEREAS neither the Railway Company nor anyone in its behalf nor any one else did within ten days after the entry of the Missouri final Decree, or at any other time, pay or cause to be paid said sums or any thereof or any part of any thereof; and

WHEREAS Byron F. Babbitt, the party of the first part, was by the Missouri final Decree and by the Texas confirmatory Decree appointed Special Master, and was directed to make and conduct such sale and, upon confirmation of such sale and upon payment by any purchaser of the purchase price of the property purchased by such purchaser or such portion of such purchase price as should pursuant to the provisions of the Missouri final Decree or of the Missouri Order of Confirmation hereinafter mentioned, be required to be paid in advance of the delivery of deeds or other instruments of conveyance and/ or assignment and transfer by the Special Master, or upon the making by such purchaser of such provision for the payment thereof as the Missouri Court should approve, to execute a deed or deeds or other instrument or instruments conveying, assigning and transferring to such purchaser the property sold to such purchaser; and

WHEREAS September 20, 1922, at one o'clock P.M., United States central standard Time, was duly fixed by the Special Master as the day and hour for said sale and notice of the time and place and terms of sale was duly given, all in accordance with the provisions of said decrees and in accordance with law; and