

Deed Record, No. 59.

AORES, BLACKMAR & CO. BURLINGTON—48648

Jacob M. Dickinson, Receiver) Filed for record the 12th day of April A.D. 1918, at 10:45 o'clock
to Jeannette E. Beck, Recorder. A.M.
The Chicago Rock Island &)
Pacific Railway Company) Deed. Fee, \$5.90
1559

Know all Men by these presents, that I, Jacob M. Dickinson, as Receiver of The Chicago, Rock Island and Pacific Railway Company, and not as an individual, pursuant to the provisions of the final decree entered June 12, 1917, in the consolidated cause entitled American Steel Foundries, and Bankers Trust Company, at Trustee, complainants, against The Chicago, Rock Island and Pacific Railway Company, defendant, pending in the District Court of the United States for the Northern District of Illinois, Eastern Division (whereof a true copy is hereto attached marked "Exhibit A" and is hereby in all things referred to and made a part hereof), and of similar decrees thereafter entered by the United States District Courts for the Western District of Missouri, Western Division, Western District of Tennessee, Western Division, Western District of Louisiana, Alexandria Division, and Southern District of New York, in causes similarly entitled, do hereby remise, release, quit-claim, assign, set over, transfer and deliver to The Chicago, Rock Island and Pacific Railway Company each and all of the railroads, franchises, leaseholds, trackage rights, real estate, moneys, securities, accounts, choses in action, books of account, records, files, documents, stock standing in my name as Receiver of said Railway Company and all other property of every name and nature, whatsoever and wherever situated, now in my possession or under my control as such Receiver.

In witness whereof, I have executed these presents as such Receiver pursuant to the decree above mentioned, this 25th day of June, 1917.

Jacob M. Dickinson. (Seal)
As Receiver of The Chicago, Rock Island and Pacific
Railway Company, and not as an individual.

State of Illinois, County of Cook SS. I, Chas. T. Schwarz, a Notary Public in and for said State and County, do hereby certify that on this 25th day of June, 1917, personally appeared before me Jacob M. Dickinson, as Receiver of The Chicago, Rock Island and Pacific Railway Company, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument, and who is also known to me to be the Receiver of The Chicago, Rock Island and Pacific Railway Company, described in and who executed the above instrument, and being by me duly sworn, did depose and say that he resides in the City of Chicago, Illinois; that he is Receiver of The Chicago, Rock Island and Pacific Railway Company; that he signed his name to the foregoing instrument as such Receiver, but not in his individual capacity, pursuant to the said decrees of the said courts mentioned therein, and acknowledged the foregoing instrument to be his free and voluntary act and deed as such Receiver, for the consideration, uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my seal as such Notary Public this 25th day of June 1917.

Chas. T. Schwarz

Notary Public.

My commission expires May 29th, 1920

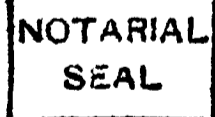


Exhibit A.

No. 171.

In the District Court of the United States,

In and for the Northern District of Illinois,

Eastern Division.

American Steel Foundries, Complainant,)	
against)	
The Chicago, Rock Island and Pacific Railway Company))	
Defendant.)	Consolidated
Bankers Trust Company, as Trustee, Complainant,)	Cause.
Against)	In Equity,
The Chicago, Rock Island and Pacific Railway Company))	No. 445.
Defendant.)	

Final Decree.

This cause coming on to be heard upon the petition dated May 28, 1917, and the exhibits thereto, of the defendant Railway Company and the Joint Reorganization Committee, verified May 28 and 29, 1917, and filed herein May 29, 1917, and the answers thereto of the other parties to this Consolidated Cause, and upon the offer of the Joint Reorganization Committee and the defendant Railway

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Company set forth in said petition and the Plan and Agreement of Reorganization annexed thereto as "Exhibit A", and upon the affidavit of Bethune W. Jones, secretary to said Committee, verified June 9, 1917, and upon all the various pleadings, orders, papers and proceedings in this cause, and after hearing and disallowing and overruling the written objections of Robert Abeles and others joined with him, intervening petitioners, appearing herein by W.T. Alden, their counsel and solicitor, filed herein on June 11, 1917, to the prayer of said petition and offer of the defendant Railway Company and Joint Reorganization Committee, and it appearing to the satisfaction of this court that due notice of the application for this decree has been given, in the manner directed by the court, to all creditors and stockholders of, and other persons interested in, the defendant Railway Company, or affected by these proceedings, and the court having heard counsel and taken the matter under consideration and being fully advised in the premises,

Doth thereupon find and adjudge as follows, to-wit:

1. That all and singular the material allegations in said petition of the defendant Railway Company and the Joint Reorganization Committee are true as therein alleged. That all and singular the material allegations in the bills of complaint herein of American Steel Foundries and of Bankers Trust Company, as Trustee, respectively, are true, as therein alleged, except as may be otherwise specifically found and adjudged by this decree.

That the defendant, The Chicago, Rock Island and Pacific Railway Company (herein called the "Railway Company") was and is a corporation organized and existing under the laws of the States of Illinois and Iowa, operating lines of railroad extending into or through the States of Illinois, Iowa, Minnesota, South Dakota, Nebraska, Kansas, Colorado, Missouri, Oklahoma, New Mexico, Arkansas, Tennessee and Louisiana.

2. That heretofore and on or about April 20, 1915, the defendant Railway Company became and was financially embarrassed and thereupon such proceedings were had in this court that Receivers of its railroads and properties were duly appointed herein who thereupon took possession of all the railroads and properties of every name and nature wherever situated of the defendant Railway Company and of the rents, issues, income and profits thereof, and this court through its ^{Receivers or} Receiver has ever since continued to possess, hold and operate the same and to receive the earnings and income thereof. That on or about September 28, 1915, H. U. Mudge, one of said Receivers, resigned and his resignation was accepted. That since September 28, 1915, Jacob M. Dickinson, the other of said Receivers, has acted and is still acting as sole Receiver of the defendant Railway Company. That, in and by the orders under which said Receivers were appointed and qualified, the defendant Railway Company and its directors, officers and agents and all other persons, firms and corporations whatsoever were enjoined and restrained from interfering in any way with the operation or management of its said property or in any way dealing with the same.

3. That the defendant Railway Company failed to pay the interest aggregating Five Hundred Thousand Dollars (\$500,000) due January 15, 1916, upon its Twenty Million Dollars (\$20,000,000) face amount of Twenty-Year Five Per Cent. Gold Debentures outstanding issued under a certain Indenture, dated January 17, 1912, made and executed by and between the defendant Railway Company and Bankers Trust Company, as Trustee, and that no interest accruing on said Debentures on January 15, 1916, or thereafter has been paid, and that all of said interest, to-wit: the semiannual installments each aggregating Five Hundred Thousand Dollars (\$500,000) due, respectively, January 15, 1916, and July 15, 1916, remained past due and were never paid; that, on or about December 4, 1916, Bankers Trust Company, as trustee under said Indenture, declared due and payable then forthwith the entire principal of said Debentures, and that the whole principal amount of Twenty Million Dollars (\$20,000,000) thereof has been ever since said December 4, 1916, and now is due and unpaid; that on January 23, 1917, the complainant Bankers Trust Company, as trustee, obtained in this court in an action at law brought against the defendant Railway Company a judgment against the defendant Railway Company under said Indenture and upon said Debentures in the sum of \$21,560.513.70, whereon execution was duly issued but was and still is wholly unsatisfied; that upon the

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rendition of said judgment, the entire indebtedness secured by said Debentures and all right of action thereon were merged in said judgment and vested in said Bankers Trust Company, as Trustee; that Bankers Trust Company, as Trustee, brought suit in equity in this Court, "No. 824 In Equity," as the holder of said judgment whereon execution had been returned unsatisfied, such, ^{suit} being one of the above entitled constituent causes of this consolidated cause; that the defendant Railway Company or its said Receiver is further indebted for large amounts upon loans and other indebtedness, and that since the appointment of said Receivers they have, or the said sole Receiver has, under authority of this court, issued Receivers' or Receiver's certificates to large amounts, secured by liens upon the property and earnings of the defendant Railway Company, whereof \$4,482,000 Series A and \$1,100,000 Series B, a total principal amount of \$5,582,000, remain outstanding, and said Receivers have, or said Receiver has, contracted additional obligations for car trusts and equipment trusts, all as more particularly appears upon the records of this court. That on February 10, 1917, an order was made herein permitting and directing all creditors and claimants to file their claims with Herbert A. Lundahl, Special Master appointed for that purpose, within a period limited by said order and thereafter extended, and that due notice was given of such appointment and of the requirement that such creditors and claimants should file their said claims, all as appears by the interim report of said Special Master filed herein and hereby approved and adopted.

That, as also appears by the statement of the Comptroller for the Receiver, being "Exhibit B" to said Petition and Offer, the financial embarrassment of the defendant Railway Company by reason whereof Receivers were appointed of its railroads and properties April 20, 1915, still continues, and will continue unless the financial condition of the Railway Company shall be bettered and its financial embarrassments removed by the contribution of a large sum of new cash money and by the conversion of said Debentures into stock, all as contemplated by said Plan and Agreement of Reorganization.

4. That the holders of most of the Debentures (approximately 95 per cent. thereof) and of nearly all the stock (approximately 99 per cent. thereof) of the defendant Railway Company united in a Plan and Agreement of Reorganization under which it was contemplated that the railroads and properties of the defendant Railway Company should either be acquired by a new company or be reorganized under, by or through the present defendant Railway Company for the benefit of all of its creditors and stockholders, and that such new or reorganized company should own and operate said railroads and properties after such reorganization. Exhibit A filed with said petition is a copy of said Plan and Agreement of Reorganization.

5. That the holders of more than 99 per cent. in amount of the stock and of more than 95 per cent. in amount of said Debentures have deposited their stock and Debentures under said Plan and Agreement, Exhibit A, and no objection (except as aforesaid) has been or is now made by any of the parties to these proceedings or any person interest to the fairness, equity and propriety of said plan of reorganization.

6. That the holders of more than 99 per cent. in amount of the stock and of more than 95 per cent in amount of the Debentures (deposited under said Plan and Agreement of Reorganization as aforesaid) have agreed to the terms of said Plan and have complied therewith. That the said stockholders, in order to comply with said Plan, have made, or are obligated to make, payments in cash at the rate of \$40 per share in respect of each share of stock held by them, in return for which they are to receive new 7 per cent. preferred stock of the defendant Railway Company, and have agreed that the said stock of the defendant Railway Company deposited by them shall be subjected and subordinated not only to said 7 per cent. preferred stock by them thus agreed to be purchased, but also to an amount of not exceeding \$35,000,000 of 6 per cent. preferred stock. That the said holders of Debentures have surrendered their claims for the payment of money in respect of the principal of said Debentures, and have agreed to accept as of July 1, 1917, cash

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representing interest unpaid upon their Debentures and to accept said new 6 per cent. preferred stock of the defendant Railway Company in lieu of the principal of their said Debentures, at the rate of par for par.

7. That the defendant Railway Company and the Joint Re-organization Committee under said Plan ^{and} Agreement of Reorganization, Exhibit A, have made the written offer set forth in said petition, in and by which the Railway Company and the Committee offer to make provision for all indebtedness of the defendant Railway Company and of the said Receiver, matured or to mature in the near future, including provision for the amounts of cash immediately required for retiring Receivers' or Receiver's certificates, secured floating debt and other obligations, upon the conditions and to the extent set forth in said offer. That the said offer includes as a term and condition thereof the granting to each and every holder of a Debenture of the defendant Railway Company not deposited under said Plan, or of a valid claim duly allowed against the defendant Railway Company or its Receiver as described in said offer, the same treatment and terms as are accorded to the holders of said Debentures subjected as aforesaid to said Plan and Agreement, namely: the payment in cash, at the rate of 5 per cent, per annum, of any interest accrued and unpaid upon said undeposited Debentures and said claims to ~~and~~ including June 30, 1917, and the issuance and delivery, on July 1, 1917, or upon due demand made as soon as practicable thereafter, to each holder of such a Debenture or claim, of said new 6 per cent. preferred stock par for par in respect of the principal of such Debenture or claim, upon surrender and assignment of such Debenture or claim. That the only unpaid indebtedness of the defendant Railway Company and its Receiver, matured or to mature in the near future (other than obligations to be paid pursuant to said offer, mortgage indebtedness and unliquidated claims in litigation), are the judgment upon said Twenty Million Dollars (\$20,000,000) of Debentures and the interest due thereon, and the amount that may be determined to be due upon the claims filed with said Special Master, together with interest, if any, due thereon. That where the holders of so great a preponderance of the claims against, and stock in, the defendant Railway Company have assented to exchange their ^{claims} for stock, or to make a cash contribution and subordinate their stock to preferred stocks, as the case may be, it is fair and equitable that creditors who have not subordinated their claims to the terms of the Reorganization Plan should, nevertheless, be limited so that, out of the assets and funds of the defendant Railway Company in the custody and under the control of this court, they should in no event receive treatment different from or better than the creditors, in such vast preponderance, are to receive; that in the absence of such a plan as formulated for the reorganization of the defendant Railway Company, it would be necessary to sell the property of the defendant Railway Company to pay the said judgment recovered by the Bankers Trust Company, as Trustee, the said Receiver's certificates and the other indebtedness due from the defendant Railway Company; that not only would the expense attendant upon such sale be great, but the amount realized by holders of debentures and other claims out of the proceeds of any such sale would be less than the market value of the preferred stock offered under said Plan and Agreement of Reorganization to the holders of said debentures and other claims; that such a sale, if made would involve great expense, loss and waste which can be saved to said holders of said debentures and other claims through the carrying out of said Reorganization Plan and under the terms of this decree.

8. That the offer of the defendant Railway Company and the Joint Reorganization Committee was duly submitted to a meeting of the Board of Directors of the defendant Railway Company duly called and held with the permission of this court, and the making thereof was approved and authorized by said Board; that the said offer and the said plan of reorganization are fair and just to, and for the benefit of, all concerned, and in order to enable said defendant Railway Company properly to perform its paramount duty to the public ought to be approved by the Court and made effective forthwith by the parties thereto.

It is, therefore, further ordered, adjudged and decreed;

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9. That the said objections of Robert Abeles and others joined with him, intervening petitioners herein, filed herein on June 11, 1917, be and the same are hereby disallowed and overruled; that the said offer made by the defendant Railway Company and the Joint Reorganization Committee and said Plan and Agreement of Reorganization are both hereby approved; that said offer and the acceptance thereof by and on behalf of the parties interested in the defendant Railway Company be and the same are hereby approved; and that the defendant Railway Company, its directors, officers, employes and servants and the Joint Reorganization Committee, be and they are hereby authorized and directed to consummate and carry out the same; that said action of the defendant Railway Company's Board of Directors be and the same is hereby allowed, confirmed and approved; and that the creation, issuance and disposal by the defendant Railway Company of its new preferred stocks, fully paid and nonassessable, for the considerations, at the times and in the manner mentioned in said offer and said Plan, up to but not exceeding authorized amounts as follows, viz:

\$30,000,000 par value of 7 per cent. preferred stock, and \$35,000,000 par value of 6 per cent. preferred stock, with such preferences, priorities, rights and other terms and conditions as are set forth in said offer and in said Plan and Agreement of Reorganization, and as may be determined pursuant thereto by the Joint Reorganization Committee and the defendant Railway Company, or by either of them, are all hereby approved, and that the defendant Railway Company be and it is hereby authorized and empowered to take any and all such further action as may be necessary to complete the acceptance of said offer and consummate and carry out the arrangements therein contemplated.

That the defendant Railway Company be and it is hereby authorized and required, but upon the conditions and reservations therein prescribed, to make the several payments described in subdivision A of said offer, to the extent that they have not been paid or shall not have been paid out of moneys in the possession of the Receiver. That this decree is made upon the express condition that the defendant Railway Company shall make (except to the extent aforesaid) all the payments, assume all the obligations and liabilities, take over and assume the prosecution and defense of all litigations and make all agreements of indemnity, in the manner and upon the conditions and reservations in said subdivision A expressed, and shall also pay any and all proper court costs and disbursements in this consolidated cause, in the constituent causes thereof, and in any causes ancillary thereto, and shall also pay in cash (subject to its right of appeal from any allowance or order) any claim for which a preference or priority over its mortgage indebtedness has been, or shall be, allowed or adjudged herein.

That any present stockholder of the defendant Railway Company who has not deposited his shares with the Joint Reorganization Committee under said Plan and Agreement of Reorganization shall continue to be a holder of the same number of the shares of the Common Stock of the defendant Railway Company as reorganized under said Plan pursuant to this decree; and that the defendant Railway Company, upon surrender at its transfer office in Chicago or in New York on July 1, 1917, or thereafter of any certificates for its present stock not deposited under said Plan, duly endorsed for transfer, or accompanied by properly executed instruments of transfer, cause to be issued to or on the order of the holder of such shares, without expense to such holder other than the cost of stock transfer taxes or stamp taxes, if any, required in connection with such issue, a certificate or certificates for said new Common Stock.

10. That, upon delivery on or prior to July 1, 1917, to Bankers Trust Company, as Trustee, either by the defendant Railway Company or by the Joint Reorganization Committee, of certificates for the 6 per cent. preferred stock to be issued by the defendant Railway Company under said Plan and Agreement of Reorganization in the aggregate par amount of \$20,000,000, together with the sum of \$1,958,333.33, in cash, being a sum equivalent to the interest which has accrued upon said Debentures from July 15, 1915, to and including June 30, 1917, Bankers Trust Company, as Trustee, shall execute or cause to be executed and delivered to said Railway Company a satisfaction in such form as may be required by law, fully to satisfy and discharge the judgment entered in this

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court on January 23, 1917, in favor of Bankers Trust Company, as Trustee, against the defendant Railway Company, in the sum of \$21,560,513.70, and that thereafter the said Bankers Trust Company, as Trustee, shall forthwith cause to be delivered and paid, respectively, (A) to the holders of certificates of deposit of such Debentures from time to time upon surrender and cancellation thereof, certificates for the shares of such preferred stock to which such holders may be entitled at the rate of \$1,000 par value of stock for each \$1,000 of principal of Debentures represented by such certificates of deposit, and the amounts in cash, at the rate of \$97.91 $\frac{2}{3}$ per each \$1,000 of principal of Debentures represented by such certificates of deposit to which they are or may be, respectively entitled under said Plan and Agreement of Reorganization and under said offer filed herein May 29, 1917, less the proper deduction in the case of Debentures which have received an advance respecting the coupon matured January 15, 1916; and also (B) to the holders of such Debentures who shall not have heretofore deposited the same under said Plan and Agreement, new 6 per cent. preferred stock and cash in the proportions and in the amounts above stated, such deliveries and payments to be made by Bankers Trust Company, as Trustee, only upon surrender and cancellation of such undeposited Debentures accompanied by the coupons due January 15, 1916, and all subsequent coupons thereto appertaining. That Bankers Trust Company, complainant in the above-entitled constituent cause of this consolidated cause, upon receipt of said stock and cash and upon due satisfaction of said judgment pursuant to this paragraph 10 of this decree, may thereafter at any time apply to this Court to be discharged from all trusts under said Indenture dated January 17, 1912, and from all duties in respect thereof excepting only the due distribution and delivery of said stock and cash as herein decreed.

11. That all persons having claims against the Railway Company or its Receivers or Receiver (except the holders of bonds secured by mortgage or deed of trust covering any of the property of the Railway Company or of any of its subsidiary, affiliated or controlled corporations) not heretofore proved in this cause, be and they are hereby authorized and directed to present and file the same herein not later than July 14, 1917, before said Herbert A. Lundahl, Special Master, heretofore appointed herein, for consideration and report by said Special Master to this court, and that every claim (excepting that of a bondholder as aforesaid) not filed in this cause on or prior to said July 14, 1917, unless hereafter allowed to be filed by separate order herein by reason of the special conditions appertaining to any such claim, be and it is hereby barred, determined and for naught held, and barred from participating in any way in any of the property of the defendant Railway Company, and said Special Master shall give public notice of the place where and the time within which such claims may be filed and proved, by causing publication thereof to be made in at least one newspaper of general circulation published in each of the following cities; Chicago, Illinois; Des Moines, Iowa; St Louis, Missouri; Kansas City, Missouri; St Paul, Minnesota; Lincoln, Nebraska; Topeka, Kansas; Denver, Colorado; Oklahoma City, Oklahoma; Little Rock, Arkansas; Memphis, Tennessee; Ruston, Louisiana; New York, New York; and Boston, Massachusetts. The publication of such notice in each of said newspapers shall be at least once in each week for at least two (2) successive weeks, the first publication to be prior to the first day of July, 1917. Such notice shall also advise all persons having claims as aforesaid (other than bondholders as aforesaid) who have not heretofore filed and presented their claims with said Special Master in due form, that unless proofs of claim be filed and presented by them in due form on or before the fourteenth day of July, 1917, they shall be barred and excluded from participating in any way in any of the property of the defendant Railway Company.

The defendant Railway Company, its successors and assigns, shall have the right to enter its or their appearance before said Special Master, or in any other court, and it or they, or any of the Parties to this consolidated cause shall have the right to contest any claim, demand, judgment or allowance of claim and the amount thereof, made pursuant to the foregoing or under any previous order, whether pending at the time of this decree, or which may arise or be presented

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thereafter, or which would be chargeable against the property redelivered to the defendant Railway Company, and may appeal from any decision, order, judgment or decree, relating to any such claim, demand or allowance of claim.

If the defendant Railway Company shall refuse on demand to pay any claim which shall have been allowed by the Special Master without objection, or established by the final order, judgment or decree of this court, the person holding the claim therefor, upon one month's notice to the defendant Railway Company, or such other notice as the court may direct, may present to this court a petition to have any such claim enforced against the property of the defendant Railway Company retransferred to it under this decree; and the defendant Railway Company shall have the right to appear and oppose, contest, or make defense to such petition and it, or any party to such proceeding, shall have the right to appeal from the judgment, decree or order made thereon.

12. That at midnight of June 24, 1917, the Receiver transfer and surrender to the defendant Railway Company each and all of the railroads, franchises, leaseholds, trackage rights, real estate, moneys, accounts, choses in action, books of accounts, records, files, documents and all other property of every name and nature whatsoever and wherever situated then in the possession of said Receiver or under his control, and that for further assurance he execute and deliver to the defendant Railway Company all such deeds, bills of sale and other instruments of transfer as may be necessary, desirable, or advisable to effect or confirm such retransfer; that, upon such surrender and transfer the Receiver shall be and he is hereby discharged from the control and management thereof; and that thenceforth the defendant Railway Company shall enjoy, control and manage the and each and all thereof, subject, however, to the reservations contained in this decree. That all contracts made by the Receivers or Receiver, under any order or orders of this court, for the purchase of rolling stock or other equipment or of rail and rail fittings or of other railroad supplies, for the construction or acquisition of additions to or betterments or improvements of the railroads and properties in their or his charge herein, or with other common carriers, telephone companies, terminal companies, depot companies or bridge companies, are hereby ratified and authorized and, as to any unperformed parts of any thereof, are hereby continued in full force and effect as against the defendant Railway Company and shall be deemed assumed by it and the retransfer to the defendant Railway Company of its railroads and properties is expressly decreed to be subject to such contracts and the assumption thereof by the Railway Company. That the retransfer to the defendant Railway Company of its railroads and properties is expressly decreed to be subject to the rights of sureties under order No 26 herein.

13. That the defendant Railway Company shall take over and assume the defence of all actions and suits at law or in equity against the defendant Railway Company and the Receivers or Receiver herein, or against either or any of them, or in which they, or any of them, are or is a party defendant, pending and undetermined at the date of the entry of this decree, in any court or tribunal; that the property and assets of the defendant Railway Company are to be liable for the amounts of any judgments eventually obtained in any of such actions and suits, but the payment of any judgment pending or which hereafter may be rendered against the Railway Company on any cause of action accruing prior to June 25, 1917, shall be subject, however, to such order as this court shall make in the premises, either by way of reference to said Special Master or otherwise, and subject to the rights of the defendant Railway Company as specified in Paragraph 11 of this decree.

14. That all guaranties heretofore endorsed by the defendant Railway Company upon the bonds or other promissory obligations of other corporations shall, whether or not performed by said Receivers or Receiver, be recognized and fully performed by the defendant Railway Company to the extent to which (but only in so far as) the same were or would have been enforceable if such receivership and this decree had not intervened.

15. That the defendant Railway Company shall cause to be paid the expenses, disbursements and legal fees paid or incurred by the complainants in such amounts as may be agreed upon between said Committee and the complainants, or, failing such agreement, as may be fixed by the court.

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16. That all matters and questions not hereby disposed of, in so far as the same shall not be settled by agreement, are hereby reserved for future adjudication; that any party to these proceedings may at any time apply to this court, at the foot of this decree, for further relief; that the injunction contained in the orders appointing Receivers herein be and is hereby continued as to all persons, firms and corporations having claims against the defendant Railway Company or the Receiver accrued or matured prior to the entry of this decree, all such persons, firms and corporations being hereby restrained and enjoined from interfering with, attaching, levying upon or in any manner whatsoever disturbing any portion of the railroads, property and premises of which the defendant Railway Company shall repossess itself by this decree; that jurisdiction hereof is retained by the court for that purpose and for the purpose of enforcing all the provisions of this decree.

Dated June 12th, 1917

Enter;

Carpenter

United States District Judge.