

of their roads, not conveyed away by said companies at the date of such consolidation, to wit: January 24, 1880; and

Whereas, The Kansas Pacific Railway Company, by its Mortgage or Deed of Trust of date the first day of May, AD eighteen hundred and seventy-nine, called the First Consolidated Mortgage, to Jay Gould and Russell Sage, Trustees, of the City of New York, recorded in the several counties in which the lands of said Railway Company are located, did convey to the said Gould and Sage, among other lands granted to said Company by Act of Congress, the land herein below described; and

Whereas, Prior to the 1st day of May, 1879, the Kansas Pacific Railway Company had made numerous contracts with sundry persons, whereby it agreed to sell and convey, pursuant to said contracts, the lands mentioned and described therein upon payment of divers sums of money to be paid in separate installments, some of which did not become due until after the first day of May, 1879, and no case, by the terms of said contracts, where the lands to be conveyed and the deeds therefor delivered until all of such payments were made; and

Whereas, After the execution and delivery of the said Mortgage or Deed of Trust of May 1, 1879, to the said Gould and Sage, as Trustees, certain of the parties to whom the Kansas Pacific Railway Company had agreed, by the contracts aforesaid, to sell and convey certain of said lands, continued to make their payments as required by the said contracts to the Kansas Pacific Railway Company, and after the aforesaid consolidation of the Union Pacific Railway Company, and when all the payments so required by any of the said contracts were so made, the Union Pacific Railway Company in each case duly executed and delivered to the proper party a deed for the said lands; and

Whereas, The said parties aforesaid, having made full payment for their lands in accordance with the said contracts, are entitled to the full legal title of the lands by them respectively purchased and to have the same discharged of the lien of the said Mortgage or Deed of Trust dated May 1, 1879, to Jay Gould and Russell Sage, as Trustees; and

Whereas, Doubts arose as to the true construction of Article Six of the said Consolidated Mortgage dated May 1, 1879, to the said Jay Gould and Russell Sage, as Trustees, as to whether or not releases should be made, executed and delivered by the said Jay Gould and Russell Sage, as such Trustees, in order to vest the full legal title to the lands so purchased in the persons to whom the said Kansas Pacific Railway Company or the Union Pacific Railway Company had executed and delivered deeds for such land; and

Whereas, In a certain suit in the Circuit Court of the United States for the District of Kansas, wherein James P. Ball was complainant, and Jay Gould, Russell Sage, The Union Pacific Railway Company and the Kansas Pacific Railway Company were defendants, on bill and answers, and the Union Pacific Railway Company was complainant against the said Jay Gould and Russell Sage