

**UNITED STATES v. NEW YORK, NEW HAVEN
& HARTFORD R.R. CO.**

IN THE DISTRICT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

In Equity No. 11/301.

THE UNITED STATES OF AMERICA, PETITIONER.

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD
COMPANY AND OTHERS, DEFENDANTS.

DECREE.

This cause came on to be heard at this term and was argued by counsel; and thereupon upon consideration the Court doth find that the defendants The New York, New Haven & Hartford Railroad Company, (hereinafter called the New Haven Company) The New England Navigation Company, (hereinafter called the Navigation Company) the Boston Railroad Holding Company, (hereinafter called the Holding Company) and the Providence & Danielson Railway Company, are parties to combinations in restraint of trade and commerce among the several states and with foreign nations and have attempted to monopolize and now are monopolizing a part of such trade and commerce, consisting of transportation by railroad, trolley lines and steamboat lines within New England, contrary to the Act of Congress of July 2, 1890; and thereupon, the defendants above named consenting thereto, as more fully appears by their written consent on file herein dated the 17th day of October, 1914, it is further ordered, adjudged and decreed:

First. The New Haven Company shall forthwith assign and transfer to Marcus P. Knowlton of Springfield, Henry B. Day of Newton, James L. Doherty of Springfield, Charles P. Hall of Newton, all in Massachusetts, and Frank P. Carpenter of Manchester in New Hampshire, as trustees, 31,065 shares of common stock and 244,939 shares of the preferred stock (being all of the common and all but approximately 28,000 shares of the preferred stock) of the Holding Company, the latter being the holder of 6,543 shares of the preferred and 219,189 shares of the common stock (being a majority of all the shares) of the Boston & Maine Railroad (hereinafter called the Maine Company).

The trustees shall have the following powers and duties:

A. Subject to the provisions of this decree and until its purposes have been fully carried out, they shall hold the said shares and exercise all the powers which owners of shares of the Holding Company are entitled to exercise, except the right to sell or otherwise dispose of them. In electing directors of the Holding Company, they shall act with a view to securing for the Maine Company a management solely in its own interest as distinguished from that of the New Haven Company, with due regard for the public interest and with substantial representation to minority stockholders of the Maine Company.

B. As early as may be the trustees shall make proper arrangements to protect the rights of preferred stockholders of the Holding Company, after which, but not until further order of the Court, they shall exercise their powers so that there shall be a sale or sales, together or in parcels, by public auction or private contract, of all the shares of the Maine Company, owned by the Holding Company, free from the statutory lien of the preferred shares of the Holding Company hereby directed to be transferred; and also a sale or sales of any other property owned by the Holding Company, whenever in their judgment that can be done to the best advantage.

No order directing the sale of such shares of the Maine Company or any portion of them or fixing the terms or

conditions thereof shall be made by the Court until after July 1, 1915, unless the New Haven Company shall in writing consent thereto. If no such order has been made before July 1, 1915, the Court on application of any party and after a hearing at which the Commonwealth of Massachusetts shall be invited to appear, shall direct the sale and fix the terms and conditions thereof.

C. The trustees shall use their best efforts to complete the sale of the shares of the Maine Company before January 1, 1917, and shall cause any of the shares remaining undisposed of sixty days before that date, or such other final date of sale as the court may fix pursuant to Section Ninth hereof, to be sold at public auction within sixty days, and if the lien of the preferred shares of the Holding Company on the shares of the Maine Company has not been released before the final date of sale the trustees shall release the lien in respect of the 244,939 shares of preferred stock of the Holding Company held by them (substituting therefor a lien upon the proceeds), and then shall cause the said shares of the Maine Company to be sold as above provided, subject only to the lien of the 28,000 shares of preferred stock of the Holding Company held by other persons.

Whenever in their judgment it shall be necessary, the trustees may take proper steps to subordinate the statutory lien enjoyed by the preferred shares of the Holding Company held by them to the lien of the 28,000 preferred shares of the Holding Company held by others; but the lien of the preferred shares held by them shall attach to any proceeds from the sale of the shares of the Maine Company remaining after satisfying the claims of the persons holding the said 28,000 preferred shares.

In the discretion of the trustees options of reasonable duration for the purchase of all or any portion of the said shares of the Maine Company may be given to the Commonwealth of Massachusetts or to any person or persons whom the trustees believe to be endeavoring in good faith to effect a sound and efficient reorganization of the Maine Company, if in the opinion of the trustees the

granting of such options would facilitate such a reorganization and be otherwise consistent with the public interest.

As soon as practicable the trustees shall cause the dissolution and winding up of the Holding Company.

D. Out of the proceeds from the sales of the property of the Holding Company the trustees shall pay:

(a) All debts of the Holding Company and all reasonable expenses incurred in the management and winding up thereof and in sale of said shares including reasonable compensation for their own services, to be determined in case of disagreement by the court.

(b) All sums which shall be due to the holders of the said 28,000 shares of the preferred stock of the Holding Company upon the winding up of its affairs.

(c) The balance of the proceeds to the New Haven Company or its legal representatives or assigns, when and as realized.

E. Until such liquidation and winding up are completed the trustees shall exercise the powers herein given so that the income of the Holding Company shall be applied as received to the payment of the debts and expenses of the Holding Company and the payment of the dividends which from time to time may become due on its stock.

F. If before such sale of the said shares has been completed a reorganization of the Maine Company with or without its leased lines, or any of them, shall be proposed, and under the terms of such reorganization the trustees shall deem it desirable to exchange the shares of the Maine Company, or such as shall remain unsold, for shares or other securities of another corporation, they shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

G. The trustees shall hold the said shares subject to any right of the Commonwealth of Massachusetts, under an act of the legislature passed for the purpose and de-

fining the procedure, with or without previous notice, to take or acquire by purchase or otherwise all or any part of the stock of the Maine Company or of the Holding Company which on the date of such taking or acquisition shall remain subject to sale, paying therefor such sum as shall be agreed upon with the Holding Company or the trustees, or failing such agreement, such sum as shall be determined substantially in the manner provided in Section 7 of Part II of Chapter 463, of the acts of Massachusetts for the year 1906.

H. It appearing that the Holding Company may not in the immediate future have any net income or other funds applicable to the expenses and compensations of the trustees, their employees and counsel, the New Haven Company shall advance not exceeding \$15,000 per year for the payment of any expenses and compensation of the trustees, or their employees and counsel which in the opinion of the trustees should be paid at once.

Second. The New Haven Company forthwith shall assign and transfer to the persons named in the proceeding section hereof as trustees, the following shares of corporations the railroad lines of which are leased to the Maine Company, viz:

- 922 shares of capital stock of the Northern Railroad (of New Hampshire),
- 1,015 shares of capital stock of the Connecticut River Railroad Company,
- 63 shares of capital stock of the Manchester & Lawrence Railroad,
- 246 shares of capital stock of the Hereford Railway Company,
- 2,469 shares of capital stock of the Concord & Montreal Railroad,
- 184 shares of capital stock of the Vermont & Massachusetts Railroad Company,
- 193 shares of capital stock of the Lowell & Andover Railroad Company,
- 412 shares of capital stock of the Boston & Lowell Railroad Corporation,

710 shares of capital stock of the Pemigewasset Valley Railroad,
1,464 shares of capital stock of the Connecticut & Passumpsic Rivers Railroad Company,
73 shares of capital stock of the Upper Coos Railroad,
18 shares of capital stock of the Concord & Portsmouth Railroad,
98 shares of capital stock of the Wilton Railroad Company,
86 shares of capital stock of the Peterborough Railroad,
84 shares of capital stock of The Nashua & Lowell Railroad Corporation, and
354 shares of capital stock of the Massawippi Valley Railway Company.

The trustees shall have the following powers and duties:

A. Until sold as hereinafter provided, they shall hold said shares and exercise all the powers in the management of said corporations which the owners of shares therein are entitled to exercise.

B. They shall sell the said shares, together or in parcels, by public auction or private contract, whenever in their judgment such sale or sales can be made to the best advantage, or, so long as they remain subject to sale, whenever, and upon such terms as the New Haven Company shall request in a writing signed by its president or chairman of the Board of Directors and approved at a meeting by its said board.

C. The trustees shall exercise their best efforts to complete the sale of said shares before January 1, 1917, and shall cause any of said shares remaining undisposed of sixty (60) days before that date, or such other final date of sale as the court may fix pursuant to section Ninth hereof, to be sold at public auction within such sixty (60) days.

In the discretion of the trustees, options for the purchase of all or parts of the said shares for reasonable

times may be given to the Commonwealth of Massachusetts, or to any person or persons who in the judgment of the trustees are endeavoring in good faith to effect a sound and efficient reorganization of the Maine Company, if such options will in the judgment of the trustees facilitate such reorganization and otherwise be consistent with the public interest.

D. Out of the proceeds of such sales the trustees shall pay:

(a) All reasonable expenses incurred in the sale of said shares and in the execution of their powers and duties hereunder, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds of the New Haven Company or its legal representatives or assigns when and as realized.

E. Any dividends which, in the discretion of the directors of the respective companies may be declared and paid to the trustees with respect to shares herein ordered to be transferred or with respect to any other securities received in place thereof as hereinafter provided, shall be paid over as received by the trustees to the New Haven Company or its assigns.

F. If before such sale of the said shares has been completed a re-organization of the Maine Company with or without its leased lines, or any of them, shall be proposed and under the terms of such reorganization it shall be desirable to exchange the shares hereby transferred, or such as shall remain unsold for shares or other securities of another corporation, the trustees shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

Third. The Navigation Company forthwith shall assign and transfer to Walter C. Noyes of Old Lyme, Lyman B. Brainerd of Hartford, Charles Cheney of South Manches-

ter, George E. Hill of Bridgeport and William W. Hyde of Hartford, all in Connecticut, as trustees, 400,000 shares of the capital stock of the Connecticut Company, a corporation of Connecticut.

The trustees shall have the following powers and duties:

A. They shall hold the said shares and exercise all the powers in the management of the Connecticut Company which the owners of the shares therein are entitled to exercise until the said shares shall have been sold as hereinafter provided.

B. They shall sell the said shares at such time or times, together or in parcels, by public auction or private contract, whenever the New Haven Company shall so request or consent, for such prices and upon such terms in all respects (except as provided in paragraph C of this Section) as shall be named by the New Haven Company in a writing signed by its president or the Chairman of its Board of Directors and approved at a meeting by said Board.

C. The trustees shall exercise their best efforts to complete the sale of the said shares before July 1, 1919, and shall cause any of said shares remaining undisposed of sixty (60) days before that date or such other final date of sale as the Court may fix pursuant to Section Ninth hereof, to be sold at public auction within sixty (60) days without regard to the provisions in paragraph B of this section for consent or approval by the New Haven Company.

D. Out of the proceeds of such sales the trustees shall pay:

(a) All reasonable expenses incurred in the execution of their powers and duties hereunder and in the sale of the said shares, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds to the Navigation Company or its legal representatives or assigns, when and as realized.

E. If before such sale of the said shares has been completed a reorganization of the Connecticut Company shall be proposed, and under the terms of such reorganization it shall be desirable to exchange the shares in the Connecticut Company, or such as shall remain unsold, for shares or other securities in another corporation, the trustees shall have the right to make such exchange upon such terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

F. Any dividends which, in the discretion of the directors of the Connecticut Company may be declared and paid to the trustees with respect to said shares and any dividends or interest received by the trustees with respect to any other securities received as hereinbefore provided in place of the said shares, shall be paid over as received by the trustees to the Navigation Company or its legal representatives or assigns.

G. After the said shares of the Connecticut Company shall have been transferred to the trustees, the Navigation Company shall cause the Housatonic Power Company to make an agreement with the Connecticut Company which shall be satisfactory to the said trustees, and which shall provide for supplying the Connecticut Company with the necessary power to operate its lines to the extent of the Housatonic Power Company's capacity for a period of twenty years upon reasonable terms, and in case the defendants and trustees cannot agree upon such terms the same shall be fixed by order of this court.

H. It appearing that the trustees may not in the immediate future have any net income, or other funds, applicable to the expenses and compensation of themselves, their employees and counsel, the New Haven Company shall advance from time to time such sums for the payment of such expenses and compensation as the trustees shall request, or as shall be fixed by the court in case there is any disagreement between the trustees and the New Haven Company.

Fourth. The New Haven Company forthwith shall assign and transfer to Rathbone Gardner, John O. Ames, John P. Farnsworth, Theodore Francis Green and Charles C. Mumford, all of Providence in Rhode Island, as trustees, 96,855 shares in the capital stock of the Rhode Island Company, a corporation of Rhode Island, and the Navigation Company forthwith shall assign and transfer to the said trustees 9,132 shares in the capital stock of the Providence & Danielson Railway Company, a corporation of Rhode Island, bonds of the said company to the par value of \$600,000, 7,000 shares in the capital stock of the Sea View Railroad Company, a corporation of Rhode Island, and bonds of said company to the par value of \$600,000 (said corporations being hereinafter referred to as the Trolley Companies).

The trustees shall have the following powers and duties:

A. They shall hold said shares and bonds and exercise all the powers in the management of the Trolley Companies which the owners of shares therein are entitled to exercise until the said shares and bonds shall have been sold as hereinafter provided.

B. They shall sell the said shares and bonds at such time or times, together or in parcels, by public auction or private contract, whenever the New Haven Company shall so request or consent for such prices and upon such terms in all respects (except as provided in paragraph C of this section) as shall be named by the New Haven Company in a writing signed by its president or the Chairman of its Board of Directors and approved at a meeting by said Board.

C. The trustees shall exercise their best efforts to complete the sale of said shares and bonds before July 1, 1919, and shall cause any of said shares and bonds remaining undisposed of sixty (60) days before that date, or such other final date of sale as the court may fix pursuant to section Ninth hereof, to be sold at public auction within such sixty (60) days without regard to the provisions in paragraph B of this section for consent or approval of the New Haven Company.

D. The trustees shall pay over as received and without deduction to the Navigation Company or its legal representative or assigns, the interest on, and the full proceeds of the sales of the bonds of the Providence and Danielson Railway Company and the Sea View Railroad Company or of any securities received in place thereof as hereinafter provided and out of the proceeds of the sale of the stocks of said companies and the Rhode Island Company the trustees shall pay:

(a) All reasonable expenses incurred in the execution of their powers and duties hereunder and in the sale of the said shares and bonds, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds from the sale of the shares of the Rhode Island Company to the New Haven or its legal representatives or assigns, and the balance of the proceeds from the sale of the shares of the two other trolley companies, to the Navigation Company or its legal representatives or assigns, when and as realized.

E. If before such sale of the said shares has been completed a reorganization of the Rhode Island Company or any of said other companies shall be proposed, and under the terms of such reorganization it shall be desirable to exchange the shares or bonds of the Rhode Island Company or any of said other companies or such as shall remain unsold, for shares or other securities in another corporation, the trustees shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or other securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares or bonds surrendered.

F. Any dividends on said shares which in the discretion of the directors of the respective companies may be declared and paid to the trustees, and any dividends or interest received by the trustees with respect to any other securities received as hereinbefore provided in place of

the said shares or bonds, shall be paid over as received by the trustees to the New Haven Company and the Navigation Company, respectively, or the legal representatives or assigns of each.

G. It appearing that the trustees may not in the immediate future have any net income, or other funds, applicable to the expenses and compensation of themselves, their employees and counsel, the New Haven Company shall advance from time to time such sums for the payment of such expenses and compensation as the trustees shall request, or as shall be fixed by the court in case there is any disagreement between the trustees and the New Haven Company.

Fifth. That the respective bodies of trustees appointed by the preceeding paragraphs at the request of either the New Haven Company or the Navigation Company shall issue to such company or its legal representatives or assigns a negotiable certificate or negotiable certificates of its or their respective beneficial interests in any property held hereunder (either as a whole or in such proportions or parts as such company may request), in such form or forms as respectively each body of trustees shall approve, provided however that such certificates shall not be in any form which may interfere with the sale of the shares or bonds held by them.

Each body of trustees in electing directors of any company which it controls and in all other action shall exercise all the powers herein vested in such body so as to assure for the company or companies which such body controls a management solely in the interest of such company without regard to the interest of the New Haven Company or any other corporation or person but with due regard for the public interest. If deemed desirable by such body it may cause its own members or any of them to be elected directors of any company.

No trustee shall be responsible for any act or default of any other trustee, nor shall be personally liable for any act or thing done in good faith under the advice or in ac-

cordance with the opinion previously obtained of any counsel of not less than ten years' standing.

Each body of trustees may exercise its powers by a majority vote of its members at any meeting duly called or by a writing signed by all its members.

They shall make proper rules for calling all meetings and for conducting and recording their proceedings.

When a member of any such body is absent from the United States, or is unfit or incapable of acting, the other members thereof may execute all powers vested in such body with the same effect as if all had joined therein. Any member of either body, by power of attorneys or otherwise, may delegate to any or all of the other members thereof, for the time being, power to act on his behalf and to use his name in the execution of said powers or any of them, and from time to time may revoke such delegation, provided however that such delegation shall not authorize any act involving the exercise of discretion by the trustees, and no action of any such body shall be valid unless a majority of its members acting in person shall approve the same. No purchaser or other person dealing with any trustee purporting to act during such absence, unfitness, or incapacity of any other trustee or under such delegation of authority from such trustee, as herein provided or authorized, shall be concerned to inquire whether an occasion exists in which such action is authorized or in which such delegation is permitted, or whether such delegated authority is still subsisting.

No purchaser of property or other person dealing with the trustees, or taking any property or acquiring any right by virtue of any act done or authorized by them, shall be obliged to ascertain the occurrence or existence of any event or purpose in or for which such act is herein authorized or directed, or be required to ascertain or be responsible for any violation of the powers or duties herein contained.

In case any trustee shall die, resign, or for any other reason become unable to act, the other members of such body of trustees shall by writing under their hands rec-

commend to the court some other person to act in his place, and the person so recommended shall succeed to and have all the powers and authority herein vested in such trustee if and when the court shall appoint him.

Sixth. The 53,981 shares of the capital stock of the Berkshire Street Railway Company and the 6,500 shares of the capital stock of the Vermont Company owned by the New Haven Company shall be sold before July 1, 1919; provided however such sale shall not be proceeded with until action shall have been taken by the Commonwealth of Massachusetts authorizing a sale of the shares of the Berkshire Street Railway Company or until this court on the application of any party and after a hearing at which the Commonwealth of Massachusetts shall be invited to appear shall by further order so direct. If the Berkshire Street Railway Company shall acquire the securities or properties of the New England Investment & Security Company, then the stocks and other securities of the Berkshire Street Railway Company and the Vermont Company owned by the New Haven Company forthwith shall be vested in three trustees (to be agreed upon by the Attorney General and the New Haven Company or appointed by the Court in case of the failure to so agree) who shall hold and sell the same upon terms and conditions similar to those provided in section Third of this decree in relation to the stock of the Connecticut Company.

Seventh. The Navigation Company shall sell on or before July 1, 1917, 15,000 shares of preferred and 20,000 shares of common stock in the Eastern Steamship Corporation and bonds of said corporation to the par value of \$2,500,000 held by it, and pending such sale the defendants the New Haven Company and the Navigation Company, their officers, directors, agents, and employees are hereby enjoined from voting upon any capital stock of said Eastern Steamship Corporation at any meeting or for any purpose.

Eighth. The New Haven Company shall sell on or before July 1, 1919, 5,000 shares of the capital stock of the New York & Stamford Railway Company and bonds of

said company to the par value of \$678,000, the rights to the capital stock and other securities of the Westchester Street Railroad Company when the same may be issued (both corporations of New York), now owned by it, and the Navigation Company shall sell on or before July 1, 1919, the rights to the capital stock and other securities of the Shore Line Electric Railroad Company, a corporation of New York, when the same may be issued, and gold notes of the New England Investment and Security Company, a voluntary association, to the par value of \$13,709,000 now owned by it.

Ninth. The times within which the sales hereinbefore ordered shall be made, may be extended in each case by the court for good cause shown upon the application of any party or any body of trustees, but such application shall be made not less than four months before the expiration of the period then fixed, except in an unusual emergency, and if any of the stocks or other securities referred to in the Seventh and Eighth sections hereof shall remain unsold sixty (60) days from expiration of the last period fixed by the court for such sale, they shall be sold within such sixty (60) days at public auction by a master of this court upon such terms and in such manner as it shall by order direct.

Tenth. None of the shares or other securities hereinbefore ordered sold shall be offered to the stockholders of the New Haven Company as a class either in proportion to their stockholdings or otherwise, or sold to the New Haven Company or to any person or persons, corporation or corporations, to be held in its interest, directly or indirectly, or so as to re-establish in any manner the combination and control which it is the purpose of this decree to terminate.

Eleventh. The trustees, the New Haven Company, the Navigation Company, and the Holding Company, respectively, in connection with every sale by them, shall obtain from the purchaser or purchasers an affidavit in the appropriate one of the forms annexed hereto and

marked "Appendix A," and the trustees, the New Haven Company, the Navigation Company, or the Holding Company as the case may be shall file said affidavits with the clerk of the court, at quarterly intervals, together with a report showing the names of the purchasers and the number of shares or other securities sold to each during said period; and from time to time upon request of the Attorney General of the United States they shall furnish him any information which he may require relating to the carrying out of this decree.

Twelfth. It appearing that there is now pending before the Interstate Commerce Commission an application of the New Haven Company under the Act of Congress approved August 24, 1912, known as the Panama Canal Act, for authority to retain stocks and other securities of the New England Steamship Company and the Hartford and New York Transportation Company, the court reserves this matter for further order to be entered after the decision of said commission on said application. Pending such supplemental order the New Haven Company and the Navigation Company, their respective officers, directors, agents, and employees are hereby enjoined from selling or disposing of any of the vessels, wharves, wharfage rights, or other property of the New England Steamship Company or the Hartford and New York Transportation Company and from abandoning or discontinuing any of the lines of the said companies or disrupting existing through routes or joint traffic arrangements hitherto made by the said companies or from otherwise in any manner materially disturbing the present status of the business and properties of the said companies except as may hereafter be authorized by this court. A list of the wharves and wharfage rights referred to in this paragraph of the decree is annexed and marked "Appendix B."

Thirteenth. It appearing that the New Haven Company has cancelled its contract with the New York Central and Hudson River Railroad Company for sharing the financial results of the operations of the Boston &

Albany Railroad, and has disposed of its interest in the Merchants & Miners Transportation Company, under circumstances approved by the Attorney General of the United States, it, its directors, officers, agents, and employees are perpetually enjoined from renewing said contract or any other of like purpose and effect and from again acquiring an interest in the Merchants & Miners Transportation Company, and from again acquiring shares or securities in any of the corporations or associations shares or securities of which have hereinbefore been ordered disposed of.

Fourteenth. Any party may, at any time apply to the court for such additional order or orders as it may deem necessary fully to carry out this decree. All applications by any party for any order or modification as herein provided for shall be upon reasonable notice to the other parties, given according to the rules, and for the purpose of making any such order or modification jurisdiction of the case is retained.

Fifteenth. Marcus P. Knowlton, Henry B. Day, James L. Doherty, Charles P. Hall and Frank P. Carpenter, the trustees referred to in the First and Second sections hereof; Walter C. Noyes, Lyman B. Brainerd, Charles Cheney, George E. Hill and William W. Hyde, the trustees referred to in the Third section hereof; and Rathbone Gardner, John O. Ames, John P. Farnsworth, Theodore Francis Green and Charles C. Mumford, the trustees referred to in Section Fourth hereof, having given their consent, are hereby made parties to this suit and officers of this court for the purpose of carrying this decree into effect.

Sixteenth. The Boston & Maine Railroad having filed a disclaimer, the petition as to it is dismissed, but without prejudice.

Seventeenth. Except where further orders are contemplated by it or may be necessary to carry it into effect, this decree is made as the final and conclusive determination of all the relief against the defendants not dismissed

which shall ever be granted to the United States upon the issues presented in this suit.

Eighteenth. The defendants the New Haven Company, the Navigation Company, the Holding Company and the Providence and Danielson Railway Company shall pay the costs of the suit taxable against them.

New York, N. Y., October 17th, 1914.

JULIUS M. MAYER,
United States District Judge.

"APPENDIX A."

(When purchaser is an individual)

State of _____, County of _____, ss:
_____ being duly sworn deposes and says:

(affiant)
That deponent is the bona fide purchaser of _____
(description of
shares or other securities) _____ from the
(corporation or association)
_____, under a decree entered
(trustees or defendants as the case may be)
on the 17th day of October, 1914, by the District Court of the United States for the Southern District of New York in the suit of the United States of America against the New York, New Haven & Hartford Railroad Company and the New England Navigation Company.

That deponent, in making said purchase, is not acting for or on behalf of The New York, New Haven & Hartford Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the _____
(corporation or association shares or securities of which purchased)
_____ in the interest of The New York, New Haven & Hartford Railroad Company, but in deponent's own behalf in good faith.

Sworn to before me this _____ day
of _____, 191_____.

(When purchaser is a corporation, joint stock association or trust estate)

State of _____, County of _____, ss:
_____ being duly sworn deposes and says:

(affiant)
That he is _____ of the _____
(Officer or Trustee) (corporation, association, or trust estate)
That he represents said _____
(corporation, association, or trust estate)
_____ in the purchase and knows it to be the bona fide purchaser in its own proper right of _____
(description or shares or other securities)

_____ from the _____
(trustee or defendants as the case may be)
_____, under a decree entered on the 17th day of October, 1914, by the District Court of the United States for the Southern District of New York in the suit of the United States of America against The New York, New Haven & Hartford Railroad Company and The New England Navigation Company.

That _____, in making said purchase, is
(purchaser's name)
not acting for or on behalf of The New York, New Haven & Hartford Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the _____
(corporation or association shares or securities of which purchased)
_____ in the interest of The New York, New Haven & Hartford Railroad Company, but in its own behalf in good faith.

Sworn to before me this _____ day
of _____, 191_____.

(When purchaser is a partnership)

State of _____, County of _____, ss:
_____ being duly sworn deposes and says:
(affiant)

That he is a member of the partnership of _____
(name of partners)
That he represents said partners in the purchase and

knows that they are the bona fide purchasers in their own proper right of _____
(description of shares or other securities)
in the _____
(corporation or association)
from the _____ under a decree
(trustees or defendants as the case may be)

entered on the 17th day of October, 1914, by the District Court of the United States for the Southern District of New York in the suit of the United States of America against The New York, New Haven & Hartford Railroad Company and The New England Navigation Company.

That said partners in making said purchase, are not acting for or on behalf of The New York, New Haven & Hartford Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the _____

(corporation or association shares or securities of which purchased)
in the interest of The New York, New Haven & Hartford Railroad Company, but in their own behalf in good faith.

Sworn to before me this _____ day of _____, 191_____.

"APPENDIX B."

New England Steamship Company's Wharves and
Wharfage Rights.
At Bridgeport, Conn.

First Parcel: Beginning at a point in the United States Harbor Line opposite station 2288 plus 62.06 of the monumented center line of the railroad which is in the line of the face of the southerly abutment of the railroad viaduct, thence running westerly about 73 feet on the line of said face of abutment to a point, thence turning and running southerly, parallel with and distant 11 feet westerly from the westerly line of the Pequonnock Dock Freight House for a distance of about 623 feet to a point, thence deflecting westerly and running 93 feet to a point distant 57 feet from the United States Harbor line aforesaid; thence run-

ning southerly and parallel with said harbor line 235 feet; thence turning at right angles and running easterly 57 feet to said harbor line; thence running northwesterly on said harbor line about 930 feet to the point of beginning; owned.

Second Parcel: Beginning at the point of intersection of the northerly line of Wall Street with the United States Harbor Line; thence running westerly on said street line about 60 feet to the easterly line of the railroad freight house, thence turning and running northerly on the line of the railroad freight house about 340 feet to the southerly line of Stratford Avenue; thence southerly by said Stratford Avenue about 85 feet to the harbor line aforesaid; thence on said harbor line southerly about 305 feet to the point of beginning; owned.

At Fall River, Mass.

Commencing at the northeast corner of the property leased, being at the northeast corner of the freight house wharf near the harbor line along the southerly side of Taunton river, thence running southerly along the line of said wharf about one hundred and ninety (190) feet to an angle therein; thence deflecting to the left and continuing southerly on the line of said wharf about two hundred and twenty (220) feet to an angle therein; thence deflecting to the left and running southeasterly on the line of said wharf about seventy (70) feet to a corner; thence deflecting to the left and running northeasterly by line of wharf about one hundred and seventy-five (175) feet to a corner; thence deflect to the right and running southeasterly by line of wharf about one hundred and ten (110) feet to a corner; thence deflecting to the right and running southwesterly by line of wharf about three hundred and fifty (350) feet to a corner; thence deflecting to the left and running at right angles to the line of wharf southeasterly sixty (60) feet; thence deflecting to the right and running parallel with said wharf line fifteen (15) feet to the southwesterly line of the dock; thence deflecting to the right and running

northwesterly along the line of said dock and its extension in line of head of the wharf about one hundred and ninety (190) feet to an angle; thence deflecting to the right and running northwesterly in line of head of the wharf thirty (30) feet to an angle; thence deflecting to the left and running westerly by the head of the wharf thirty-eight (38) feet to a corner; thence deflecting to the right and running northerly by the head of the wharf forty-six (46) feet to a corner; thence turning to the left and running westerly by the head of said wharf eighty-five (85) feet to a corner near the northeasterly corner of the Wharf station of the railroad; thence turning to the right and running northerly sixty-two (62) feet to an angle at southeasterly corner of dock; thence deflecting to the left and running westerly by southerly line of said dock ninety (90) feet; thence deflecting to the right and running northerly in a straight line four hundred and forty-five (445) feet; thence deflecting to the right and running easterly on the line of wharf three hundred and forty-five (345) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New Bedford, Mass.

Commencing at the northwesterly corner of the parcel of land leased at a point which is distant one hundred and forty (140) feet at right angles easterly from the easterly line of Front Street and about seventy-two (72) feet distant at right angles southerly from the southerly line of Union Street, said point being in range with the northerly line of the freight house on the parcel leased; thence running easterly and along the said line of freight house about two hundred and twenty-five (225) feet to a corner; thence deflecting to the right and running southerly by the line of said freight house about fifty (50) feet to a corner; thence deflecting to the left and running easterly by the line of said freight house about one hundred and fifty-five feet to a point; thence deflecting to the left at a right angle to the line of said freight house and running about ten (10) feet to the southwesterly corner of

the Fair Haven Ferry Slip; thence deflecting to the right and running easterly by the southerly line of said Ferry Slip about one hundred and sixty-five feet to a corner, being also the northeasterly corner of the wharf or parcel leased; thence deflecting to the right and running southerly by the easterly end of said wharf about one hundred and thirteen (113) feet to a corner; thence deflecting to the right and running westerly by line of said wharf about one hundred and twenty (120) feet to an angle therein; thence deflecting to the left and running westerly by the line of said wharf about two hundred and forty (240) feet to an angle; thence deflecting to the left and running westerly by the line of said wharf about sixty-five (65) feet to an angle; thence deflecting to the right and running westerly by the line of said wharf about one hundred and thirty (130) feet to the head of the dock at a point distant one hundred and eighteen (118) feet at right angles from the easterly line of Front Street aforementioned; and thence deflecting to the right and running northerly in a straight line about one hundred and fifty-five (155) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New Haven, Conn.

Beginning at the southwesterly corner of the parcel; being at a point on the Harbor Commissioner's line at its intersection with the southwesterly corner of "Belle Dock" so-called; thence running northwesterly by said Dock about twenty-three (23) feet to an angle therein; thence running northeasterly about fifty (50) feet by said Dock to an angle therein; thence deflecting and running northerly about thirty-six (36) feet still by said Dock; thence deflecting and running northeasterly about two hundred and forty (240) feet across the wharf to a point in the westerly line of the Causeway leading to Tomlinson Bridge; thence running southerly by said line of said Causeway about fifty-one (51) feet to the southerly line of the Wharf; and then Westerly by said line of Wharf about three hundred and seven (307) feet to the point of beginning; owned.

At New London, Conn.

Beginning at a point in the westerly line of the Parade Ground, so-called, extended southerly and at its intersection with the southerly line of land owned in common by the New York, New Haven and Hartford Railroad Company and the New London Northern Railroad Company; thence running south 57 degrees east on the line of said Parade Ground extended about 15 feet to a point which is 12 feet northerly from the line of the sea wall in front of the Railroad Station, measured on the line of said Parade Ground extended; thence running southerly on a curved line having a radius of 25 feet a distance of 26.6 feet; thence running S 37 degrees E on the line between land of the releasor and land of the Fishers Island Navigation Company about 180 feet to the southerly line of the wharf; thence turning and running westerly at right angles with said last described line about 25 feet to an angle; thence running northwesterly by the line of said wharf about 80 feet to an angle in said wharf; thence running southwest by the line of said wharf about 490 feet; thence running northwesterly at right angles with last described line about 105 feet; thence running northeasterly by said wharf about 285 feet to an angle; thence deflecting to the west and running northerly by line of said wharf about 165 feet to an angle in said wharf; thence running northeasterly about 235 feet to point of beginning; owned.

At Newport, R. I.

First Parcel. Commencing at the point of intersection of the northerly line of Marsh Street with the Harbor line as established on said harbor line about three hundred and seventy (370) feet to the northwest in the year 1873, thence running northerly corner of the parcel; thence deflecting to the right and running easterly at a right angle from said harbor line about four hundred (400) feet to high water line; thence deflecting to the left and running easterly in a line at right angles to Washington Street about one hundred and ninety-four (194) feet to

the westerly line of said street; thence deflecting to the right and running southerly on said street line about three hundred and thirty-six (336) feet to the northerly line of Marsh Street; thence deflecting to the right and running westerly on said line of Marsh Street about six hundred and twenty-four (624) feet to the point of beginning; owned.

Second Parcel. Commencing at the point of intersection of the southerly line of Marsh Street with the Harbor line established in the year 1873, being at the northwesterly corner of the parcel leased; thence running easterly on said street line about six hundred and twenty-six (626) feet to the westerly line of Washington Street; thence deflecting to the right and running southerly on said street line about four hundred (400) feet to a point in the northerly line of the dock produced easterly; thence deflecting to the right and running westerly in the northerly line of said dock about six hundred and thirty (630) feet to said harbor line; thence deflecting to the right and running northerly on said harbor line about two hundred and sixty (260) feet to an angle therein; thence deflecting to the right and running northerly on said harbor line about one hundred and fifty-two (152) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

Third Parcel. Commencing at the point of intersection of the westerly line of Washington Street with the northerly line of Long Wharf, being the southeasterly corner of the parcel leased; thence running westerly on said line of Long Wharf five hundred and thirty-six (536) feet to a corner; thence deflecting to the right and running northerly on the line of said wharf thirty (30) feet to a corner; thence deflecting to the left and running westerly in a straight line seventy (70) feet to the harbor line; thence deflecting to the right and running northerly on said harbor line about three hundred and forty four (344) feet to the northwesterly corner of dock; thence deflecting to the right and running easterly along the line of said dock about three hundred and ninety (390) feet to a corner;

thence deflecting to the right and running southerly on the easterly line of said dock about twenty-eight (28) feet to an angle therein; thence deflecting to the left and running southeasterly about fifty-eight (58) feet to angle in said line of dock; thence deflecting to the right and running southerly on the line of said dock about sixteen (16) feet to an angle therein; thence deflecting to the right and running southwesterly on the line of said dock about one hundred and two (102) feet to an angle therein; thence deflecting to the left and running southerly about thirty-six (36) feet to a corner in the southerly line of the dock; thence deflecting to the left and running in line of said dock extended about two hundred and forty (240) feet to the line of Washington Street; thence deflecting to the right and running southerly by said street line about one hundred and forty-six (146) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New York, N. Y.

Piers new 14 and 15, North River.

All that certain wharf property situated on the North River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows to wit:

1. Pier new 14, North River, near the foot of Fulton street, together with the bulkhead commencing at the property leased to John H. Starin, being at a point about 140 feet south of the southerly side of Pier new No. 14, and extending to a point about $87\frac{1}{2}$ feet north of the northerly side of the said pier, a distance of about $352\frac{1}{2}$ feet.

2. The bulkhead on the North River extending from the northerly side of the Pier new No. 15 to a point $87\frac{1}{2}$ feet southerly of said pier, and Pier new No. 15, North River, near the foot of Vesey Street, excepting that the lessee shall have no right to the use of any portion of the water on the north side of said pier new No. 15, nor the space occupied by the bell-tower on said pier, which are used by the Hoboken Ferry Company; leased.

Pier No. 40, North River.

All that certain wharf property situated on the North River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Clarkson Street Pier No. 40 as at present extended out to the existing pierhead line, with the shed now on the pier, and with the adjoining half bulkhead on either side of the pier; leased.

Pier new 28, East River.

All that certain wharf property, situated on the East River in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Pier new No. 28, East River, together with $\frac{1}{2}$ the bulkhead between piers new 27 and 28, East River; leased.

South half of bulkhead between piers new 28 & 29.

All that certain wharf property situated on the East River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Southerly half of the bulkhead between piers new 28 and new 29, extending from the north side of pier new 28 to the portion of said bulkhead leased to the Central Vermont Railway Company, being a distance of about 83 feet; leased.

Part of pier 70, East River at foot of East 22nd Street in the Borough of Manhattan, City of New York; leased.

At Norwich, Conn.

Commencing at a point distant thirty-eight (38) feet from station 15+55 of the base line of location of the connecting track, so-called, measured on a line at an angle of 51 degrees 30 minutes southeasterly from said base lines tangent produced, and being in range with the westerly side of the freight house of the lessor; thence running southerly on said range about one hundred and sixty-

three (163) feet to a point in the northerly line of the wharf at Shetucket River; thence running westerly by said last mentioned line about twenty-three (23) feet to an angle in said wharf; thence running northerly by said wharf about one hundred and forty-one (141) feet to an angle therein; and thence running northeasterly by said wharf about thirty (30) feet to the point of beginning; leased.

At Providence, R. I.

Commencing at the point of intersection of the Harbor Line on east side of Providence River with the southerly line of India Street, thence running easterly on said street line one hundred (100) feet to a corner; thence deflecting and running southeasterly one hundred feet to a point distant seventy-two (72) feet at right angles from said street line; thence deflecting to the right and running southeasterly one hundred and sixty-five (165) feet to a point distant two hundred and twenty-five (225) feet at right angles from said street line; thence deflecting to the right and running southerly about one hundred and thirty-four (134) feet to the Harbor Line at Seekonk River; thence running southerly on said Harbor Line about three hundred and ninety-seven (397) feet to a corner; thence deflecting to the right and running westerly on said harbor line about thirty-eight (38) feet to a corner at Providence River; thence deflecting to the right and running northwesterly on said harbor line on east side of Providence River about one hundred thirty (130) feet to an angle; thence deflecting to the right and running northwesterly on said harbor line about five hundred and seventy-three (573) feet to the point of beginning; owned.

At Stonington, Conn.

Beginning at a point in the face of the sea-wall on the southerly side of the "steamboat dock," so called, which point is two hundred and twenty-five (225) feet, distant from the westerly line of North West Street; thence run-

ning northerly on a line two hundred and twenty-five (225) feet from and parallel to the westerly line of North West Street about two hundred and twenty-eight (228) feet to a point ten (10) feet distant from the center of a sidetrack; thence northwesterly ten (10) feet from and parallel with the center of said sidetrack one hundred and fifteen (115) feet; thence Westerly about two hundred and fifteen (215) feet to the face of a sea wall; thence southerly by the sea wall at right angles with last described line about seventy-two (72) feet; thence westerly about one hundred and sixty-five (165) feet to an angle in said wall; thence deflecting still more westerly about two hundred (200) feet to an angle; thence southerly by said wall about fifty (50) feet to an angle; thence southeasterly by said wall and its continuation about ninety (90) feet to the north line of the "Steamboat Dock" so-called; thence easterly by said northerly line of said Steamboat Dock about six hundred and three (603) feet to a point in the face of the wall at the easterly end of the said Dock; thence by said wall southerly about forty-five (45) feet to the place of beginning; owned.

At Watch Hill, R. I.

All that certain land and wharf, situate, lying and being at Watch Hill, in the town of Westerly, County of Washington, and State of Rhode Island, and its appurtenances, and all rights therein and thereunto; owned.

At Wickford Landing, R. I.

Beginning at a point in the northerly face of the Wharf, which point is distant one hundred and twenty-four (124) feet at right angles from station 180 of the grantor's base line of location; thence running southerly on a line distant one hundred and twenty-four (124) feet from and parallel with said base line of location one hundred and fourteen (114) feet; thence turning at right angles and running easterly about eight (8) feet to a point which is distant six (6) feet from the center of the grantor's sidetrack; thence running southerly parallel with and distant six

(6) feet from said center line of sidetrack ninety (90) feet; thence running westerly about ten (10) feet to a point which is distant one hundred and twenty four (124) feet from said base line of location, thence running southerly on a line distant one hundred and twenty-four (124) feet from and parallel with said base line of location one hundred and twenty-six (126) feet; thence running westerly about twenty-two (22) feet to the westerly face of the wharf aforesaid; thence running northerly by said westerly face of the wharf about twenty-eight (28) feet; thence westerly at right angles about seven (7) feet; thence northerly on Wickford Harbor about three hundred and one (301) feet to a point on the northerly face of the Dock; and thence easterly by the northerly face of the wharf about twenty-one (21) feet to the place of beginning; owned.

The Hartford and New York Transportation Company's Wharves and Wharfage Rights.

At Bridgeport, Conn.

Abutting north on land of the Estate of Joel Farist, east on East Main Street one hundred and eighty-five (185) feet, south on land of the Estate of Joel Farist and west on the harbor line; leased.

At East Haddam, Conn.

Parcel "A". Commencing at a point on the easterly bank of the Connecticut River, 209 feet northerly from the southwest corner of said dock, and running thence north 76 degrees east 15 feet; thence south 14 degrees E 60.9 feet; thence 76 degrees east 32 feet; thence south 85 degrees 44 minutes east 94 feet; thence south 51 degrees 7 minutes east 78 feet; thence south 42 degrees 46 minutes west 50 feet; thence south 45 degrees 56 minutes west 65 feet; thence south 77 degrees 52 minutes west 85 feet along the north side of the Ferry Slip to the southwest corner of said dock on the east bank of the Connecticut River; thence northerly along the front of said dock and the bank of said River 209 feet to place of

beginning; being bounded northerly by other land of the grantor; easterly by other land of the grantor and highway; southerly by the highway and the Ferry Slip; and westerly by the Connecticut River; owned.

Parcels "B" and "C". Bounded north by the highway and Ferry Slip; east by the highway; south by property of William O. Peck, formerly of the grantor and known as the Goodspeed Farm, the line of said south boundary to be drawn from the southwest corner of premises belonging to the heirs of H. A. Bates in a straight line westerly to the Connecticut River, and west by the Connecticut River; together with all the grantor's right, title and interest in and to the above mentioned highways; owned.

At East Hartford, Conn.

Bounded northerly on land of Connecticut River Bridge and Highway District; easterly and southerly on owners unknown; and westerly on Connecticut River and on land of Connecticut River Bridge and Highway District; owned.

At Glastonbury, Conn.

Commencing at a point on the River in line with the northerly boundary of land herein described said point being 50 feet north of the northwest corner of land conveyed to the grantee by the grantor March 20, 1902, and in line with the face of steamboat wharf of the grantee, thence easterly along the line of the grantor 5 rods and 5 links to a mere stone, thence continuing easterly in the same line $7\frac{1}{2}$ rods to a mere stone marking the northeast corner of land conveyed; thence southerly along the line of other land of grantor 11 rods 7 links to a mere stone marking the southeasterly corner of land heretofore conveyed to the grantee as aforesaid thence continuing southerly along the line of said grantor's land 2 rods, 22 links to mere stone; thence westerly along the line of other land of grantor 6 rods, 13 links to a mere stone, said mere stone being $4\frac{1}{2}$ rods from line of said land of

grantee; thence continuing westerly to a point on said Connecticut River in line with the front face of said steamboat wharf; owned.

At Hadlyme, Conn.

Commencing at a point at the southeast corner of said land at the south end of the front embankment wall and running thence northerly under said building by said wall about 150 feet to the northerly end of the wall; thence northerly in a straight line bearing 10 feet west from the southwest corner of stone foundation of the Z. Brockway store building a distance of 246 feet to a point at the ferry slip, thence west by the slip about 60 feet to the front of the dock; thence south by the dock and Connecticut River about 24 rods as far as the dock now extends; thence east about 56 feet to the point of beginning; so that said land shall be bounded north by Ferry Slip, east and south by land of grantor, west by Connecticut River; together with a right of way to pass and repass from said dock across said grantor's land to the highway under and along a road at present defined and used for this purpose; owned.

At Hamburg, Conn.

Beginning at the channel bank of the Connecticut river at a point directly in line with the northerly line of dwelling house occupied by Herman Thurm, running east in a straight line toward the northwest corner of said house to the road or driveway leading to Ely's meadow, thence southerly by said road 100 feet, thence westerly in a line parallel with the northerly boundary to the said channel bank, thence northerly by said channel bank to the point of beginning; owned.

At Hartford, Conn.

Parcel "A". Abutting northerly on land of Connecticut River Bridge and Highway District 158.1 feet; easterly on Connecticut River about 390 feet; southerly on Grove Street Slip, so-called, about 125 feet; westerly

about 415 feet on land of The New York, New Haven and Hartford Railroad Company; owned.

Parcel "B" Bounded north by land of the Hartford and New York Transportation Company; east by the Connecticut River; south by land of the Hartford Street Railway Company; west by Hartford and Connecticut Valley Railroad Company; owned.

Parcel "C" Bounded northerly by land of Hartford Street Railway Company about 125 feet; easterly by the Connecticut River about 280 feet; southerly by Keeney lane; west by right of way of Valley Division of The New York, New Haven and Hartford Railroad Company; owned.

Parcel "D". Bounded northerly by land of Hartford City Gas Light Company; easterly by Connecticut River; southerly by land of The Hartford and New York Transportation Company and land formerly owned by the Connecticut River Lumber Company; and westerly by right of way of The New York, New Haven and Hartford Railroad Company; owned.

Parcel "E". Bounded northerly by property of The Hartford and New York Transportation Company formerly owned by the Hartford City Gas Light Company; easterly on the Connecticut River; southerly and westerly by land formerly owned by The Connecticut River Lumber Company; owned.

At Middletown, Conn.

Parcel "A". Bounded north by land of The New York, New Haven and Hartford Railroad Company about 120 feet; east by Connecticut River, 340 feet; south on Court Street, 130 feet; west on Water Street, about 350 feet; owned.

Parcel "B". Bounded north by Court Street, about 135 feet; east by Connecticut River, about 260 feet; south by land formerly owned by Hubbard Brothers about 130 feet; west on Water Street, about 255 feet; owned.

Parcel "C". Bounded north by land formerly of W. & B. Douglas Corporation about 240 feet; east by Connecti-

cut River, about 150 feet; south on land now and formerly of Union Mills, about 260 feet; west on Water Street, about 230 feet; owned.

At New York, N. Y.

Pier new No. 19, East River.

All that certain wharf property situated on the East River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit: Pier to be built at and near the foot of Peck Slip, East River, to be known as Pier new 19, together with the half bulkhead northerly; leased.

Pier new No. 20, East River. All that certain wharf property, situated on the East River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit: The pier to be built at and near the foot of Peck Slip, to be known as Pier new 20, East River, together with the half bulkhead westerly of said pier; leased.

At Portland, Conn.

Bounded north and east by Common Field, so-called, as the fence now stands; south on Chatham and Marlboro Turnpike; west on the Connecticut River; owned.

At Providence, R. I.

Beginning at the northeasterly corner of the tract, at the southeasterly corner of land of the City of Providence; thence southeasterly and across a former private gangway, bounding northeasterly on South Water Street, to an angle in said street; thence southeasterly bounding northeasterly on said street, to land now or formerly of Elizabeth H. Snow; thence southwesterly bounding southeasterly on the land and wharf estate of said Snow to the Providence River or Harbor; thence northwesterly, bounding southwesterly on said River or Harbor, to the land and wharf estate of the City of Providence; thence in a straight line northeasterly, bounding northwesterly

on said land and estate of said City, to the place of beginning; or however described, being the entire land and wharf property and estate of the grantor westerly of said South Water Street, including all rights to and estate in said gangway; reserving, however, to the grantor and its assigns as owners of the manufacturing property on the east of said South Water Street, the right to maintain the drain or sewer now extending through said granted premises as the same now is, for the purpose of carrying off the surface water and condensation from said property and to enter upon the granted premises for the purpose of repairing and cleaning said sewer, as necessity may require; owned.

At Saybrook Point, Conn.

Parcel "A". Abutting north on land of The New York, New Haven and Hartford Railroad Company, east on the Connecticut River, south on land of The New York, New Haven and Hartford Railroad Company and on College Street; west, land of The New York, New Haven and Hartford Railroad Company; leased.

Parcel "B." Abutting north, east and south on the Connecticut River; west on land of The New York, New Haven and Hartford Railroad Company; leased.

At South Glastonbury, Conn.

Bounded north by highway; east by land formerly owned by Austin Caswell and others; south by land of James Andrews and others; west by Connecticut River; owned.

Rock Landing, Middle Haddam, Deep River, Essex and Lyme, Conn.,

Wharves leased.

Fall River, Mass.

A wharf, owned.