

second day of May 1896, and relating to the compromise and settlement of the matters of difference existing between the said DuChille, Receiver, and Silas H. H. Clark, Oliver W. Inink, E. Ellery Anderson, Frederic R. Conder and John W. Doane, Receivers appointed by the said Court in the suit of Oliver Ames second against the Union Pacific Railway Company and others and subject also to the payment by the said parties of the first part, their survivor and survivors or assigns, of any of the costs or allowances which might hereafter be fixed, allowed or taxed by said Court.

And Whereas, the Oregon Railway Extensions Company, a corporation duly organized and existing under the laws of the State of Oregon, did on or about the second day of September 1889, make, execute and deliver to the Bay State Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts its certain mortgage bearing date on the said second day of September 1889 whereby the said Oregon Railway Extensions Company did mortgage to the said Bay State Trust Company all and singular its property, real, personal and mixed, including its franchises to secure a certain series of five per cent mortgage bonds.

And Whereas, under and in pursuance of the provisions of the said mortgage there were duly issued and at the date of the decree hereinafter mentioned there outstanding, such mortgage bonds to the amount of one million six hundred and thirty-two thousand two hundred and eighty (\$1,632,280.00) dollars, which said mortgage bonds bore interest at the rate of five per cent per annum, payable semiannually, on the first days of March and September, in each year.

And Whereas, the said Oregon Railway Extension Company did, on or about the first day of March 1894, make default in the payment of the interest