on said mortgage bonds which became due on said first day of March 1894; and did thereafter on or about the first day of September 1894, and on or about the first day of March 1895, likewise make default in the payment of the interest on said bonds which became payable on the said days

And Whereas, such proceedings were thereafter duly has under and in pursuance of the terms of the said mortgage that the principal of all of the bonds secured by the said mortgage became due and payable prior to the time of the commencement of the suit hereinafter mentioned.

And Whereas, after such default in the payment of said interest, and after the principal of the said mortgage bonds became due, as aforesaid, there was on or about the sixth day of September 1895 begun in the Circuit Court of the United States for the District of Oregon a suit in equity to foreclose the said mortgage in which suit the said Bay State Trust Company was complainant and the said Oregon Railway Extension Company and others were defendants.

And Whereas, in said suit a certain decree was on the twenty-seventh day of May 1896, entered in said cause in and by which decree it was ordered, adjudged and decreed that there was due for principal and interest upon the said mortgage bonds issued under said mortgage, and for interest upon unpaid coupons on said bonds up to the time of said decree, the sum of one million eight hundred and sixty-six thousand one hundred and sixty-three and two-hundredths ($1.866.163.02) dollars, and that the defendant the Oregon Railway Extensions Company, should on or before the expiration of ten days from the entry of said decree, pay to the said complainant the said sum together with certain other sums mentioned in said decree, and that in default of the payment of any of said sums by the said Oregon Railway Extensions Company or by any one claiming under it or by any