

and to the payment of the costs of said suit, and to the payment of all charges, compensations, allowances and disbursements of the complainant in said suit, said Bay State Trust Company, and of its attorneys, solicitors and counsel, and also such other proper allowances, compensation and disbursements of the parties to said suit or their counsel as might be directed to be paid by the order of said Court as the same had been, or should hereafter be fixed and allowed, and to the payment of the obligations and indebtedness of every kind of Edwin Greuell, Receiver of the Oregon Railway and Navigation Company, and of the Oregon Railway Extensions Company, which had been, or should hereafter be, ordered to be paid by any decree of the Circuit Court of the United States for the District of Oregon, made and entered in said suit of the Bay State Trust Company against the said Oregon Railway Extensions Company and others.

And whereas, the Washington and Idaho Railroad Company, a corporation duly organized and existing under the laws of the Territory (now State) of Washington 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 Washington and Idaho Railroad 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 were outstanding such mortgage bonds to the amount of four million six hundred and sixteen thousand and four hundred (\$4,616,400.00) dollars, which said mortgage bonds bore interest at the rate of five per cent per annum