

(b) that the price paid in cash for such construction or acquisition was not in excess of the fair value of the work done or property acquired;

(c) that no bonds have been certified and delivered by the Trustee under Section 4 of Article One hereof, or from any other source under this indenture, on account of, or to reimburse the Railway Company for, any expenditure in such certificate mentioned as having been made out of the Cash Fund reserved under this Section or for which reimbursement is claimed out of such Cash Fund.

(d) In case of the acquisition or construction of any new property, such certificate shall also state whether the property acquired is subject to any mortgage debt or lien or charge other than (1) any of the prior mortgages hereinbefore mentioned subject to which this indenture is made; (2) mortgage bonds, or other liens or charges held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One hereof, and (3) any undetermined liens or charges incidental to construction; and in case of the acquisition of any shares of the capital stock, bonds or other indebtedness of any other company, such verified certificate shall state whether the property of such company is known or believed to be subject to any lien or charge or whether such company is known or believed to have any indebtedness, except ordinary operating accounts and except indebtedness to the Railway Company and liens, charges and indebtedness held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One hereof, such verified certificate in each instance specifying the amount of any such lien, charge or indebtedness.

Any such verified certificate under this Section may state any other facts pertaining to the right to pay over cash under this Section.

(3) The Railway Company shall not by use of the Cash Fund under this Section in any one calendar year acquire or construct new property, or acquire shares in any other company, if the amount of the mortgage or ^{other} liens and charges, prior to this indenture, upon such new property acquired or constructed in that year, and any and all indebtedness of such other company or companies whose stock shall be ^{ac}quired in such year shall, in the aggregate, exceed \$500,000---except, however, said prior mortgages subject to which this indenture is made, and any mortgage bonds or other liens, charges or indebtedness, held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One hereof, and except also undetermined liens or charges incidental to construction and ordinary operating accounts, and indebtedness of any such other company to the Railway Company.

In case by use of such Cash Fund there shall be acquired or constructed any property subject to any such certified liens, charge or indebtedness, or in case by such use there shall be purchased any shares in a company certified to be indebted as aforesaid (not including, however, liens, charges and indebtedness of the classes above excepted), then and thereafter all moneys in the Cash Fund, from time to time, up to the par amount of such certified liens, charges and indebtedness, shall be applied only to the retirement or acquisition of such certified liens, charges and indebtedness, at not above the par amount thereof, or to creating a suitable reservation in money therefor, until the whole amount of such certified liens, charges and indebtedness, as certified to the Trustee, shall have been retired or acquired, or so provided for, out of such Cash Fund or out of bonds, or the proceeds of bonds certified and delivered as authorized by Section 4 of Article One hereof, or until the Railway Company shall have deposited with the Trustee an equal amount of bonds hereby secured, other than bonds held by the Railway Company for the purposes de-