

able on all such bonds and coupons then outstanding, for interest or principal, or both, as the case may be, with interest at the rate of six per cent per annum upon the overdue principal, and the installment of interest, and in case the Gas Company shall fail to pay the same forthwith upon demand the Trustee, in its own name and as Trustee of an expressed trust, shall be entitled to recover for the whole amount so due and unpaid.

30. (22) The Gas company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereinafter in force, nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force, providing for valuation or appraisal of the pledged property, or any part thereof prior to any sale or sales thereof, to be made pursuant to any provisions herein contained, or to the decree, judgment or order of any competent jurisdiction nor after any such sale or sales will it claim or exercise any right under any statute enacted by any state, or otherwise to redeem the property so sold, or any part thereof; and it is hereby expressly waived all benefit or advantage of any such law or laws, and it covenants that it will not hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but it will suffer and permit the execution of every such power as though no such law or laws have been made and enacted.

31. (23) No holder of any bond or coupon hereby secured shall have any right to institute any suit or proceeding in equity or at law for the foreclosure of this indenture, or for the execution of any trust thereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of such default, and of the continuance thereof, as hereinbefore provided, nor unless, also the holder of 25 per cent in amount of the bonds hereby secured and outstanding shall have written request upon the Trustee, and shall have offered to it a reasonable opportunity, either to proceed to exercise the power hereinbefore granted, or to institute such action, suit or proceedings in its own name; nor unless, also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liability to be incurred thereunder or thereby, and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture for the benefit of the bond holders, and to any action or cause of action for foreclosure or for the appointment of a receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever by his or their action to effect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder except in the manner herein provided, and that all proceedings in law or in equity shall be instituted, had and maintained in the manner herein provided, and for equal benefit of all holders of such outstanding bonds and coupons.

32. (24) Except as herein expressly provided to the contrary, no remedy