non-assessable, and it shall have a first-lien upon all of the mortgaged and pledged property for any loss damage or expenditure which it may sustain or make and all liabilities which it may incur by reason of holding any such stocks.

(i) The Trustee may accept as true all statements made in writing by the President or Treasurer of the Gas Company relative to matters covered by this indenture and the Trustee shall have the right to require such statements.

(j) The trustee shall have no responsibility for the validity of this indenture or of the execution or acknowledgment thereof or of any bond secured hereby nor shall it be in any wise responsible for any breach by the Gas Company of any covenant herein contained.

36. The Trustee or any Trustee hereafter appointed may be removed at any time by an instrument or concurrent instruments in writing signed by the holders of not less than two thirds in amount of the bonds hereby secured and then outstanding and signed also by the Gas Company. In case at any time the Trustee or any trustee hereafter appointed shall resign or shall be removed, or otherwise shall become incapable of acting a successor may be appointed by the holders of two thirds in amount of the bonds hereby secured and outstanding by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized.

37. Provided nevertheless, that it is hereby agreed and declared that in case at any time there shall be a vacancy in the office of the Trustee hereunder, the Gas Company by an instrument executed by order of its Board of Directors may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders as herein authorized.

The Gas Company shall publish notice of any such appointment by it made once in each