

or shall have been determined adversely, then, and in each and every such case, the Company and the Trustees shall severally and respectively be restored to their former positions and rights hereunder in respect of the mortgaged properties, and all rights remedies and powers of the Trustees shall continue as though no such proceedings had been taken.

Section 14. No holder of any bond shall have the right to institute any suit, action or proceeding at law or in equity upon, or in respect of, this mortgage, or for the execution of any trust or power hereof, or for any other remedy under or upon this mortgage, unless such holder shall previously have given to the Trustees written notice of an existing default, nor unless, also, such holder or holders shall have tendered to the Trustees security and indemnity satisfactory to them against all costs expenses and liabilities which might be incurred in or by reason of such action, suit or proceeding; nor, unless, also, the holders of at least twenty five per cent in aggregate principal amount of all the bonds then outstanding shall have requested the Trustees in writing to take action in respect of such default and the Trustees shall have declined to take such action or shall have failed so to do within thirty days thereafter; it being understood and intended that no holder of any bond or interest coupon shall have any right in any manner whatever to affect, disturb or prejudice the lien of this mortgage by his action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of outstanding bonds.

ARTICLE XII
Evidence of rights of Bondholders.

Any request or other instrument, which this Mortgage may require or permit to be signed and executed by the Bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, or of the holding of any person of the bonds or coupons appertaining thereto, shall be sufficient for any purpose of this mortgage if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate under his official seal of any notary public, or other officer in any jurisdiction, who by the laws thereof has power to take acknowledgements of deed to be recorded within such jurisdiction, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(b) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proven by a certificate executed by any trust company, bank, bankers or other depository wheresoever situated, if such certificate shall be deemed by the Trustees to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, the bonds described in such certificate. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered bonds and of coupon bonds/^{which} shall at the time be registered as to principal shall be proved by the registry books as hereinbefore provided.

The Trustees shall not be bound to recognize any person as a bondholder unless and until his title to the bonds held by him is proved in the manner of this Article provided.