



Mededeelingen betreffende den Cairo en St. Louis Spoorweg in Illinois : de toestand, vooruitzichten en schuld ...

<https://hdl.handle.net/1874/234460>

1872

mm 10861

Am. Sp. 13.

fcc

MEDEDEELINGEN

BETREFFENDE DEN

Cairo en St. Louis Spoorweg in ILLINOIS.

De Toestand, Vooruitzichten en Schuld.

~~~~~  
**Uitgifte van Doll<sup>s</sup>. 2,500,000.**

~~~~~  
7% EERSTE HYPOTHEEK-OBLIGATIËN
(in goud)

Vrij van belasting der Vereenigde Staten.

~~~~~  
**INTEREST,**

**BETAALBAAR HALFJAARLIJKS**

TE

**New-York, Londen en Keulen.**



# CAIRO EN ST. LOUIS

## SPOORWEG.

---

### RIGTING VAN DEN WEG.

Deze spoorbaan, thans in aanleg, loopt van Oost St. Louis aan den Mississippi in eene zuidelijke rigting naar Cairo, aan den samenloop van de Ohio en Mississippi-rivieren. De geheele lengte van den weg is 147 mijlen. De spoorwijdte is die bekend onder den naam van *drie-voets spoorwijdte*. De weg doorsnijdt de graafschappen St. Clair, Monroe, Randolph, Perry, Jackson, Union en Alexander en verschaft aan de navolgende steden en dorpen communicatie.

### St Louis,

het noordelijke station van den weg, telt thans meer dan 312,000 inwoners en is een der voornaamste fabrieksteden van Amerika. Het tegenwoordige nominale cijfer van productie harer fabrieken wordt geschat op Dolls. 45,000,000. Onder deze bekleedt het ijzerfabrikaat de voornaamste plaats, maar de graan- en tabakscultuur, alsook de loodproductie is hoogst aanzienlijk. Er bestaat

hier een groote pletmolen waarvan de oprigting Dolls. 750,000 heeft gekost, die 250 man bezig houdt, en 9 groote smeltovens bezit, waarin het erts uit de ijzergroeven en andere mijnen van Missouri tot staven wordt verwerkt.

### **Oost-St. Louis.**

Eene stad van ongeveer 10,000 inwoners, regt tegenover St. Louis gelegen, de hoofdstad van het Mississippidal. Hier bevinden zich twee stoom-korenmolens en uitgebreide machine-werkplaatsen.

### **Prairie au Pont**

tegenover de uitgebreide en belangrijke ijzerfabrieken van Carandolet, aan de overzijde van de rivier gelegen. Langs den Cairo en St. Louis Spoorweg zal men de steenkolen naar deze fabrieken zonder overlading kunnen vervoeren.

### **Waterloo**

is de hoofdplaats van Monroe County en eene stad van ongeveer 1500 inwoners. Zij is geheel door Duitschers gesticht en bevat verscheidene brouwerijen.

### **Red-Bud**

een stadje van ongeveer denzelfden omvang als Waterloo, heeft verscheidene stoomkorenmolens.

### **Georgetown**

heeft een bevolking van ongeveer 2000 zielen en bezit verscheidene stoomkorenmolens.

### **Sparta,**

eene zeer belangrijke en bloeiende stad met ongeveer 5000 inwoners; zij ligt in het midden van Randolph-County. Hier zijn 7 stoomkorenmolens, welke tusschen de 350,000 en 375,000 vaten meel jaarlijks maken. Dit meel moet thans 12 mijlen per as worden vervoerd, om een spoorweg te bereiken. Aan den Cairo en St. Louis spoorweg zal dit geheele vervoer te beurt vallen.

### **Murfreesboro.**

Eene bloeiende stad van ongeveer 3000 inwoners en de hoofdplaats van Jackson-County. De »Big Muddy"-steenkool, in de onmiddellijke nabuurschap gegraven, wordt algemeen in het land om hare zuiverheid en voortreffelijkheid geroemd.

### **Cobden**

is een klein dorp in het midden van het ooft-distrikt. Op het station Cobden, aan den Illinois Centraal Spoorweg gelegen, ontving men in de maand Juni 1871 alleen, voor D. 32,000 aan vracht, niettegenstaande de inladers hunne goederen van 5 tot 12 mijlen afstands, naar het station moesten vervoeren. De Cairo en St. Louis spoorweg doorsnijdt thans dit dorp.

### **Jonesboro,**

de hoofdplaats van Union-County, is eene stad van ongeveer 3500 inwoners en een der hoofdstations van den Illinois Centraal Spoorweg. Zij is eene bloeiende plaats.

### **Cairo,**

het zuidelijk eind-station van den weg, een stad met 17,000

inwoners, is tevens een der eind-stations van den Illinois Centraal Spoorweg. Het *St. Louis Journal of Commerce* zegt er het volgende van:

»Als stad voor ijzerfabrieken biedt Cairo voordeelen aan, grooter dan die van Pittsburg en overtreft deze stad in alle opzigten, behalve in den prijs der steenkolen; doch na het voltoojen van den Cairo en St. Louis spoorweg zal ook dit nadeel ophouden. Dan zullen de groote kolenvelden van Zuid-Illinois, waaruit St. Louis zulke groote hoeveelheden trekt en die slechts 60—70 mijlen ten noorden van Cairo liggen gemakkelijker bereikbaar zijn en de prijs van dit artikel natuurlijk dalen.»

Cairo is bovendien een stapelplaats van steenkolen voor al de stoombooten van de Beneden-Ohio en de Mississippi. De opgeworpen hoogten, welke thans de stad geheel omringen, hebben meer dan 7 mijlen in omtrek. De sommen aan algemeene plaatselijke verbeteringen besteed, bedragen ongeveer Doll<sup>s</sup>. 1,600,000. Als tabaksmarkt heeft Cairo eene ongeëvenaard gunstige ligging, daar te water gemeenschap bestaat met een groot gedeelte der tabaksplanterijen van Amerika. Hier werd ook in den laatsten tijd een aanzienlijken handel in zout en meel gedreven; van dit laatste artikel wordt door ééne enkele voorname firma 50,000 bush. jaarlijks omgezet.

### **Akte van concessie der Maatschappij.**

De Maatschappij is opgericht onder de wetten, aangenomen door de algemeene vergadering van den Staat Illinois, den 16 Februari 1865 en den 15 April 1869. De akte van concessie en van de oprigting der Maatschappij zijn, na volledig onderzoek, door bevoegde Amerikaansche regtsgeleerden als regelmatig en

geldig erkend en goedgekeurd. De laatstgenoemde wet magtigt de steden en graafschappen, langs of bij den spoorweg gelegen, in te schrijven op het kapitaal van de Maatschappij of wel haar met giften tot voltooiing van haren weg te ondersteunen. De geldigheid van zoodanige plaatselijke inschrijvingen is ten volle erkend, bij besluit van het opperste gerechtshof van den Staat Illinois in zijne September-bijeenkomst van 1867.

### **Voordeelen van den weg.**

Deze baan doorsnijdt de oudst gekoloniseerde en thans zeer dicht bevolkte graafschappen van den Staat Illinois, loopt door bloeiende steden en dorpen, te midden van welige bouwlanden, tarwevelden en weergalooze oofttuinen, en verschaft vervoermiddelen aan uitgebreide fabrieken. Ook het plaatselijk vervoer moet groot worden op dezen weg. Bovendien is de weg geheel onafhankelijk; hij heeft zijne eigene eindstations, zijnde twee aanzienlijke steden, beide aan de Mississippi gelegen, is niet cijnsbaar aan andere wegen voor goederen of passagiersvervoer, kan zijne spoorwijdte regelen zooals hij verkiest, zijne treinen laten loopen als het best met zijn belang overeenkomt en zijne eigene tarieven vaststellen; behoeft ook niet de groote onkosten te maken om vervoer aan zich te trekken, welke dikwerf onvermijdelijk zijn voor groote hoofdlijnen. Ten zuiden van Oost St. Louis loopt de weg over eene lengte van 85 mijlen door de rijke bouwlanden van de Mississippi, zoo beroemd wegens hunne overheerlijke tarwe, terwijl langs diezelfde uitgestrektheid groote stoomkorenmolens jaarlijks meer dan 550,000 vaten meel leveren. Dit meel moet tegenwoordig per as naar het naaste spoorwegstation of naar eene stoomboot-aanlegplaats aan de rivier worden vervoerd, een afstand van minstens 15—25 mijlen en van daar naar Cairo of St. Louis



worden verladen. De kosten van het vervoer per as tot het punt van inlading, staan gelijk met die van het geheele vervoer per spoor naar eene marktplaats.

In Randolph-County vindt men onmetelijke groeven, wier steen geschikt is tot bouwmetaal en ook tot andere doeleinden gebezigd kan worden; deze steen vindt eene gereede markt te St. Louis. Professor Worthen zegt in zijn *Geological Survey of Illinois* daarover

»Dit graafschap bezit een overvloedigen voorraad goeden bouwsteen, niet alleen voldoende voor de plaatselijke behoeften, maar ook genoeg om den geheelen Staat voor eeuwen er van te voorzien, indien slechts de middelen van vervoer aanwezig zijn.»

Van Murfreesboro is in zuidelijke rigting de oppervlakte van het land over eene uitgestrektheid van 35 mijlen zeer oneffen en bergachtig, en zeer moeilijk te evenen. Dit gedeelte van het land is niet geschikt voor den korenbouw, maar rijk aan kalk, ijzererts en andere delfstoffen, wier waarde geheel afhangt van het bezit van een vervoermiddel, terwijl de oppervlakte bedekt is met heerlijke wouden. Men vindt er den witten eik, den populier en andere kostbare boomen, wier waarde ook geheel afhangt van de middelen van vervoer.

De landen, welke dit zuidelijk gedeelte van den weg doorloopt, zijn zeer boschrijk en behooren aan de Illinois Centraal Spoorweg-Maatschappij. In een brief uit St. Louis van den 2 Jan. 1872 lezen wij:

»Wij zijn bezig schikkingen te treffen over den aankoop van eenig boschland van de Illinois Centraal Spoorweg-Maatschappij. Zij heeft ons berigt dat, indien wij onzen afgebakenden weg door hare gronden willen laten loopen, zij ons het regt op

den weg wil geven. Men zegt dat deze Maatschappij den prijs van al hare gronden met 50 pCt. zal verhoogen, zoodra onze weg gereed zal zijn."

Deze streek is bovendien de vroege ooft- en moestuin van Illinois, voor Chicago, St. Louis en het geheele noordwesten. Van dit district zegt professor Worthen, in zijn bovengenoemd werk, het volgende:

»Deze gronden worden tegenwoordig gemakkelijk voor D. 150 tot D. 200 per acre verkocht, en zijn in het bezit van - en bewoond door - de meest intelligente en beschaafde landelijke bevolking, welke men in het westen kan vinden. Deze streek is ontegenzeggelijk het fraaiste ooftland van den Staat, en jaarlijks worden vruchten van Cobden verladen, meer dan van eenig ander station langs den weg; de jaarlijksche opbrengst der boom- en wijngaarden van dit graafschap (Union-Connty) zal van jaar tot jaar nog snel en gestadig toenemen."

Het passagiers-vervoer op den weg, tusschen plaatsen zoo belangrijk als Cairo en St. Louis, — door steden, dorpen en digtbevolkte streken zal evenzeer een belangrijke bron van inkomsten worden. De gewone ontvangsten van het goederen- en personenvervoer zullen de kosten van aanleg van den weg ten volle dekken, doch behalve deze inkomsten bezit de Maatschappij hare grootste bron van welvaart, in den onmetelijken schat der steenkoollagen van uitstekende kwaliteit, langs welke de weg over een afstand van 60 mijlen loopt, en de onberekenbare voordeelen welke hij zal aanbieden, boven alle andere middelen van vervoer om de groote markten St. Louis en Cairo te bereiken, waarvoor deze weg de meest goedkoope, de veiligste en de geregeldste wijze van verzending zal aanbieden.

Nergens bestaat betere gelegenheid de kolennijnen op economische wijze te exploiteren en de kolen gemakkelijk te laden, terwijl de kwaliteit der brandstof, inzonderheid in de nabijheid van Murfreesboro, onovertroffen is, vooral ten gebruike voor de hoogovens; zij bevat geen zwavel en behoeft dus niet tot coke gemaakt te worden. Professor Worthen zegt in het reeds meer-malen door ons aangehaalde werk, van de onderste koolbedding in Jackson County sprekende, waar Murfreesboro ligt:

»Men vindt er steenkolen van voortreffelijke kwaliteit en nagenoeg vrij van het ijzersulphaat, geschikt om in ruwen toestand voor de ijzersmelterijen te kunnen worden gebezigd: een eigenschap die de waarde er van zeer verhoogt, ten gevolge der nabijheid van de markt St. Louis en de onmetelijke ijzerbeddingen van Missouri.» Ten aanzien van de steenkolen in Randolph County zegt hij verder: »Bitumineuse steenkolen vormen verreweg de rijkste en gewigtigste delfstoffelijke laag in dit graafschap, en deze kolenschat kan niet uitblijven, binnen een betrekkelijk kort tijdsverloop, een zeer beslissenden gunstigen invloed op zijne stoffelijke belangen uit te oefenen. Voor de spoedige ontwikkeling van dit verbazende element van welvaart in dit graafschap, is het te bejammeren, dat de kolenbedding zoo ver van alle toegankelijke wegen ligt, zoodat de kosten van vervoer tot dus verre een beletsel waren voor de exploitatie dezer mijnen, en alleen de naastomliggende streken van kolen konden worden voorzien.

»Volgens de schatting van den mijningenieur levert een enkele kolenbedding een millioen tonnen per vierkante mijl, over elken voet zwaarte van de ader; bij gevolg moet de bovenbedding ongeveer zes millioen tonnen steenkolen op iedere sectie land, die er boven ligt, opleveren. De hoeveelheid van de andere bedding zou dan ongeveer twee en een half millioen tonnen per

vierkante mijl zijn, of te zamen acht en een half millioen tonnen steenkool per iedere sectie land.”

Daar men berekent dat de sectiën, waaronder de twee beddingen liggen, naar luid van hetzelfde verslag ten getale van 108 zijn, volgt er uit, dat Randolph County alleen 918,000,000 tonnen steenkolen bevat. De staat Missouri zal de kolen, welke Illinois kan leveren, verbruiken, alleen om zijne bergen van ijzererts in handelsartikelen te herscheppen. De ovens en pletmolens van St. Louis verbruiken duizende tonnen steenkool per dag, en nieuwe fabrieken zijn steeds in aanbouw. Aan de Spoorweg-Maatschappij zijn reeds voorstellen gedaan tot het contracteren voor het transport van 2000 ton dagelijks. Cairo levert bijna, zoo niet geheel, een even groote markt voor steenkolen als St. Louis op, daar het niet alleen zijne eigene bevolking en vele fabrieken, van dit artikel moet voorzien, maar ook de markt is voor de omliggende steden en dorpen en voor de stoombooten op de Beneden-Ohio en Mississipi.

Het dagblad van St. Louis, in het algemeen van den Caïro en St. Louis Spoorweg sprekende, zegt dienaangaande het volgende:

»Deze onderneming zal eene onmisbare verbinding voor de landen aan de Boven-Mississipi opleveren, vooral wanneer de rivieren boven Cairo bevroren zijn of de vaart ten gevolge van laag water gestremd is. Deze weg ontbrak om de rijke kolenbeddingen van Jackson-County, op niet meer dan ongeveer vijftig mijlen (16 uren gaans) van Caïro gelegen, tot die volle ontwikkeling te brengen, waarvoor zij vatbaar zijn. Is deze weg voltooid, dan wordt hij de *kortste weg naar St. Louis* en zal een der voornaamste schakels vormen van het groote spoorwegnet, dat parallel met den Mississipi-vloed loopt, in de

rigting van den Oceaan. De ligging van den weg is allergunstigst en zijne voltooiing binnen korten tijd boven eenigen twijfel verheven."

De werken aan den weg vorderen op voldoende wijze. In Augustus 1871 werd de lijn door ingenieurs afgebakend. Den eersten September werd de evening aan den kant van St. Louis begonnen en den eersten November van Caïro noordwaarts.

Naar luid der laatste berigten zijn 50 mijlen van de baan geëvend en voor het leggen der spoorstaven gereed; de evening wordt steeds voortgezet en reeds zijn contracten voor de levering der spoorstaven, verbindingen en het rollend materieel gesloten, zoodat de weg weldra zijn voltooiing te gemoet gaat.

### Hulpbronnen der Maatschappij.

Het kapitaal der Maatschappij bedraagt \$ 5,000,000; van dit bedrag zijn inschrijvingen voor ongeveer \$ 1,025,000 verleend door de steden en graafschappen langs de lijn gelegen te weten door:

|                                 |              |
|---------------------------------|--------------|
| Stad Caïro. . . . .             | \$ 100,000   |
| Stad Jonesboro . . . . .        | » 50,000     |
| Alexander County . . . . .      | » 100,000    |
| Jackson County . . . . .        | » 200,000    |
| Randolph County. . . . .        | » 160,000    |
| Union County. . . . .           | » 100,000    |
| Monroe County. . . . .          | » 100,000    |
| andere inschrijvingen . . . . . | » 215,000    |
| totaal ongeveer. . . . .        | \$ 1,025,000 |

Het feit alleen dezer plaatselijke inschrijvingen geeft een zeer stoffelijken waarborg voor de behoorlijke voltooiing en exploitatie van den weg. De Maatschappij heeft Eerste-Hypotheek Obligatiën gecreëerd en uitgegeven, ten gezamenlijken bedrage van \$ 2,500,000 in goud, naar den maatstaf van \$ 17,000 per mijl weg en rollend materiëel.

### Kosten van den weg.

De totale kosten van den bouw en de uitrusting van den spoorweg, zijn berekend op \$ 2,780,000; in deze som is begrepen het volgende rollend materiëel:

|                                         |            |
|-----------------------------------------|------------|
| 10 passagiers-locomotieven . . . . .    | \$ 65,000  |
| 10 vracht dito . . . . .                | » 80,000   |
| 15 passagiers-waggons. . . . .          | » 49,500   |
| 3 rook-waggons. . . . .                 | » 4,050    |
| 5 goederen- en vracht-wagens. . . . .   | » 4,000    |
| 400 overdekte goederen-wagens . . . . . | » 140,000  |
| 600 kolen- en platte wagens . . . . .   | » 150,000  |
|                                         | <hr/>      |
|                                         | \$ 492,550 |

Wijders is met zeer soliede aannemers een kontrakt tot voltooiing van den weg gesloten voor een som, die de middelen der Maatschappij niet te boven gaat.

### Eerste-Hypotheek-Obligatiën.

Deze obligatiën zijn groot \$ 1000 of £ 200 dragen 7 pCt. interest jaarlijks, betaalbaar ieder half jaar (den 1<sup>sten</sup> April en den 1<sup>sten</sup> October). Hoofdsom en interesten te betalen in goud der Vereenigde Staten of in ponden sterling tegen den koers van 4 shilling per dollar, ter keuze van den houder; de coupons zijn vrij van belasting der Vereenigde Staten.

Deze obligatiën, den 2<sup>den</sup> October 1901 aflosbaar, genieten het voordeel van een toenemend amortisatiefonds van een ten honderd per jaar, beginnende met Mei 1873. Dit amortisatiefonds is bestemd tot den aankoop en de vernietiging der obligatiën, zoolang deze kunnen worden ingekocht tegen den koers van 110 pCt. Amerikaansche Currency en als de obligatiën tot dien prijs niet kunnen worden verkregen, worden de gelden tijdelijk in fondsen der Vereenigde Staten belegd. De obligatiën zijn verzekerd door eene hypotheekacte gepasseerd met de Union Trust Company te New-York. Deze acte (waarvan copy hierachter volgt) bevat al de bepalingen, noodig tot volle verzekering en bescherming van de regten der houders, en is door uitstekende regtsgeleerden opgesteld.

De officiële *Geological Survey of Illinois*, door professor Worthen op gezag van de Wetgevende Magt van Illinois vervaardigd, en hierboven door ons aangehaald, ligt ter inzage ten kantore van den heer F. W. Oewel, Heerengracht bij den Amstel te Amsterdam.

---

## Copy van de Hypotheek-Acte.

---

### THIS INDENTURE,

made the                    day of                    , in the year of our Lord one thousand eight hundred and seventy                    , between the CAIRO AND ST. LOUIS RAIL-ROAD COMPANY, of the first part, and the UNION TRUST COMPANY OF THE CITY OF NEW-YORK, of the second part.

WHEREAS, the said party of the first part is a corporation duly formed and organized under the laws of the State of Illinois, for the purpose of constructing, operating and maintaining a certain rail-road, to be constructed from East St. Louis to Cairo, in the said State of Illinois :

AND WHEREAS, for the purpose of procuring the means necessary to construct and equip the said rail-road, the said party of the first part, in pursuance of the powers and authorities in it duly vested, has resolved to issue, and to offer for sale and negotiation, a series of two thousand five hundred bonds, of one thousand dollars each, bearing date on the second day of October, A. D. 1871, and payable in thirty years from date, in gold coin of the United States of America, at the City of New-York, or in British pounds sterling, at the City of London, and bearing interest at the rate of seven per centum per annum, payable semi-annually, in the like gold coin, at the City of New-York, or in British ster-



ling money, at the City of London, in England; all of which bonds are of like tenor, and in, substantially, the form following:

UNITED STATES OF AMERICA.

\$ 1,000.

N<sup>o</sup>.

£ 200.

STATE OF ILLINOIS.

CAIRO AND ST. LOUIS RAIL-ROAD COMPANY

FIRST MORTGAGE SINKING FUND BOND.

*Principal and Interest payable in U. S. Gold Coin, or in British pounds sterling, at the option of the holder.*

KNOW ALL MEN BY THESE PRESENTS, that the Cairo and St. Louis Rail-Road Company is indebted to the Union Trust Company of the City of New-York, or bearer, in the sum of one thousand dollars, gold coin of the United States of America, which sum the said Company hereby promises to pay to the said Trust Company, or to the bearer hereof, on the second day of October, in the year of our Lord one thousand nine hundred and one, in gold coin of the United States of America aforesaid, at the office of the said Trust Company, in the City of New-York, or in British pounds sterling, at the rate of four British shillings per dollar, at the agency of the said Rail-Road Company in the City of London, England, at the option of the holder hereof, with interest on the said principal sum, at the rate of seven per centum, per annum, payable semi-annually, to wit, on the first days of April and October in each year, at the office of said Trust Company in the City of New-York, in the gold coin of the United States aforesaid, or payable at the agency of said Rail-Road Company in the City of London, England, in British pounds sterling, at the rate of four British shillings per dollar, at the option of the holder, upon presentation and surrender of the annexed coupons, as they severally become due; which payment of interest shall in all case be made, without deduction or abatement on account of any income or other tax, imposed or to be imposed by the Government of the United States, or any law thereof, which the said Company lawfully

might deduct from such interest to pay over to any officer of said Government; it being understood, that such taxes are to be paid by the said Company in addition to such interest.

AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED, that if default shall be made in the payment of any half yearly instalment of interest on this bond, when such instalment of interest shall become due and be demanded, and if such instalment of interest shall remain due and in arrear for the period of six months, the principal of this bond, as well as the principal of each of the bonds of the series of which this bond is one, can and may be declared and made to become due and payable immediately, in the manner and with the effect provided and declared in the deed of trust or mortgage hereinafter mentioned, notwithstanding that the time hereinbefore limited for the payment thereof shall not then have elapsed.

This bond is one of a series of two thousand five hundred bonds, of like tenor and date, numbered, consecutively, from 1 to 2,500, inclusively, and amounting in the aggregate to two million five hundred thousand dollars, and the payment whereof is secured by a certain Deed of Trust or Mortgage, bearing even date herewith, made by the said Cairo and St. Louis Rail-Road Company to the said Union Trust Company of the City of New-York, as trustee, and which conveys to the said Trust Company the Cairo and St. Louis Rail-Road, extending, and to be constructed, from Cairo to East St. Louis, in the State of Illinois, being a distance of 147 miles, more or less, together with the equipments and appurtenances of the said rail-road, and all other property, rights and franchises held and to be acquired by said rail-road Company; and which deed also provides a sinking fund for the redemption of said bonds.

This bond shall pass by delivery, unless registered upon the books of the said Company, in the name of the holder, but after a registration of the ownership hereof, and the certification of such registration hereon by the transfer officer or agent of said Company, no transfer of this bond shall be valid, unless such transfer be made upon the books of the said Company by the registered holder, in person or by attorney; but the bond may be transferred, on said books, to bearer, and transferability by delivery thereby

restored, and it shall continue capable of being successively registered in the name of the owner, and transferred to bearer, at the option of each and every person who may become a holder thereof.

This bond shall not become valid or obligatory until the certificate authenticating the same, which is endorsed hereon, shall have been duly signed by the President, or other duly authorized officer, of the said Trust Company.

In witness whereof, the said rail-road Company has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary, and has likewise caused the signature of its Secretary to be attached to the several coupons hereunto annexed, this second day of October, A. D. 1871.

*Secretary.*

*President.*

AND WHEREAS, each of the said bonds has annexed thereto coupons or interest warrants, representing the several semi-annual instalments of interest to fall due thereon, which coupons bear the lithographed signature of the Secretary of said Company, and are all of similar tenor, except as to the dates of payment, and are, omitting the date of payment, in, substantially, the following form:

THE CAIRO AND ST. LOUIS RAIL-ROAD COMPANY.

Will pay the bearer thirty-five dollars, in United States gold coin, at the office of the Union Trust Company of the City of New-York, or seven pounds sterling at the agency of said rail-road Company in London, England, at his option, on the first day of \_\_\_\_\_, being six months' interest, due that day, on its First Mortgage Sinking Fund Bond No.

D. HURD, *Secretary.*

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the said party of the first part, in order the better to secure the payment of said bonds, and for and in consideration of the premises, and of the sum of one dollar to the said party of the first part duly paid, by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by

these presents doth grant, bargain, sell, convey and transfer unto the said party of the second part to these presents, and unto its successors and assigns, all and singular the rail-road of the said party of the first part, or which the said party of the first part is by law authorized to construct, and which is known, or to be known, as the Cairo and St. Louis Rail-Road, extending, and to be constructed, from the City of Cairo, in Alexander County, Illinois, to the City of East St. Louis, in St. Clair County, in said State, being a distance of one hundred and forty-seven (147) miles, more or less; and also all rolling stock, equipment and machinery, connected or to be connected with said rail-road, and all property, rights and franchises now held or hereafter to be acquired by the said party of the first part, its successors or assigns; including all the railways, ways and rights of way, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences and other structures, and all the depots, stations, station houses, engine houses, car houses, freight houses, wood houses and other buildings, and all machine shops and other shops held or acquired, and which shall be held or acquired, for use in connection with the said rail-road, or in connection with the business thereof; and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment, and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing, or replacing the said rail-road, or the equipments or appurtenances of the said rail-road, now held or hereafter to be acquired by the said party of the first part; and including also all the franchises of the said party of the first part connected with or relating to the said rail-road, or to the construction, maintenance or use thereof; together with all and singular the tenements, hereditaments and appurtenances to the said rail-road and premises, or any part thereof, belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part and parcel thereof, with the appurtenances; and also all books of account and vouchers kept

and to be kept by the said party of the first part, and all other property, whatsoever, which the said party of the first part now holds or shall hereafter acquire:

To have and to hold the said rail-road, lands and premises, and all the franchises and property hereinbefore described, unto the said party of the second part, its successors and assigns, for ever; but in trust, nevertheless, for the uses and purposes, and with and subject to the powers, agreements and conditions hereinafter mentioned and set forth, that is to say:

ARTICLE FIRST. — Until default shall be made by the said party of the first part, its successors or assigns, in the payment of interest on said bonds, or in the payment of the Sinking Fund hereinafter created, or in the due observance of the covenants and agreements hereinafter contained on the part and behalf of the said party of the first part, or in the payment of the principal of said bonds, the said party of the first part, its successors and assigns, shall be suffered and permitted to remain in the actual possession of the said rail-road and premises, and to exercise the franchises and rights relating thereto, and to collect, receive and use the tolls, incomes, rents, revenues, issues and profits thereof, in any manner which will not impair the lien created by these presents.

And the said party of the first part hereby covenants, promises and agrees, to and with the said party of the second part and its successor in the trust hereby created, that the said party of the first part shall and will diligently and faithfully use and apply the net proceeds of the negotiation of said bonds, in and to the construction of said rail-road, and that remaining in the possession of the said rail-road and premises, it and they shall and will keep the said rail-road in good order and safe-running condition, and shall and will, from time to time, pay and discharge all taxes, assessments and governmental charges, lawfully imposed upon the said rail-road and premises, or upon any part thereof, the lien of which might or could be held to be prior to the lien of these presents, so that the priority of these presents may be duly preserved; and that the said party of the first part shall not and will not do or suffer any manner or thing, whatsoever, whereby

the lien hereof might or could be impaired, until the said bonds and all interest thereon shall be fully paid and satisfied.

ARTICLE SECOND. — In case default shall be made in the payment of any semi-annual instalment of interest, which may accrue upon the said bonds or upon any of them, when such interest shall become due and be demanded, and such interest, or any part thereof, shall remain unpaid and in arrear for the period of three months, or in case default shall be made in the payment of any instalment of the moneys hereinafter provided to be paid to the trustee as a sinking fund for the purchase or redemption of said bonds, and such default shall continue for six months; or in case default shall be made in the due observance and performance of the covenant of further assurance, hereinafter set forth; or in case default shall be made in the payment of any taxes, assessments, or other governmental charges, which may be lawfully levied or imposed upon the said rail-road and premises, or any part thereof, and the lien whereof might or could be held prior to the lien of these presents, and if either of said last mentioned defaults shall continue for the period of one year; or in case default shall be made in the payment of the principal of said bonds, or of any one of them; then, and in any and every such case of default, it shall be lawful for the said party of the second part, as such trustee, by its duly authorized officer, attorney or agent, to enter into and upon the rail-road and premises hereinbefore granted or conveyed, and each and every part of the same, and from thenceforth the said rail-road and premises, and each and every part thereof, and all and singular the rights and franchises hereinbefore granted, to have, hold, possess and enjoy, operating the said rail-road by such superintendents, managers, receivers, assistants and servants, or other attorneys, or agents, as the said trustee shall deem proper, and making, from time to time, all such repairs and replacements, and all such useful alterations, additions and improvements to the said rail-road and premises, as the said trustee may deem expedient and judicious. And it shall likewise be lawful for the said trustee, after any and every default, happening and continuing as aforesaid, to collect and receive all tolls, fares, freights, rents, revenues, incomes, issues and profits of the said rail-road and premises, and of

every part and parcel thereof, and after deducting therefrom all the expenses lawfully incurred in making such entry, or in otherwise obtaining possession of said premises, including reasonable attorney and counsel fees, as well as any and all expenses of holding, operating and managing the said rail-road and premises, and conducting the business thereof, including the cost and expense of all such repairs, replacements, alterations, additions and improvements as may be made by said trustee as aforesaid, and all payments which may be made or be due for taxes and assessments, or other charges or liens prior to the lien of these presents, upon the said rail-road and premises, or upon any part or parcel thereof, and just compensation for the trustee's own services, to apply the residue of any and all tolls, incomes, rents, revenues, issues and profits of the said rail-road and premises, which may be received by it as aforesaid, as follows, to wit: First, to the payment of all overdue interest on the said bonds, with interest thereon, and, secondly, to the payment of all interest accruing during such possession of said trustee; which payments of interest shall be made to the holders of the bonds and coupons, evidencing the right to the same, ratably, and without discrimination or preference between them. And if in any six months of such possession of said trustee, after payment of all interest on said bonds, a surplus of money, arising from the said rail-road and premises as aforesaid, shall remain, the same shall be applied in and to the purposes of the sinking fund hereinafter created.

**ARTICLE THIRD.** — In case default shall be made in the payment of interest on any of the said bonds, and such interest shall remain unpaid and in arrear for the space of three months as aforesaid, or in case default shall be made in the payment of any instalment which shall become payable into, or for the purposes of, the sinking fund hereinafter created, and such default shall continue for six months, or in case default shall be made in the payment of the principal of any of said bonds, it shall likewise be lawful for the said party of the second part, being trustee under these presents, after entry upon the said premises, as aforesaid, or without any entry thereon, to sell and dispose, by its duly authorized attorney or agent, of all and singular the rail-road and pro-

erty, and the rights and franchises hereinbefore granted or conveyed, which shall then be or remain subject to the lien or operation of these presents, at public auction, in the City of New-York, or in either of the cities of Cairo or East St. Louis, or in any of the counties through which the same may run, which the trustee may, in its discretion, designate, and at such time as it shall appoint. But preparatory to such sale, the said trustee shall give public notice of the time and place when and where the same is to be made, by advertisement thereof, published in two newspapers at the City of New-York, and also in one newspaper in each of the cities of Cairo and East St. Louis, at least three times a week, for six successive weeks; and it shall be lawful for said trustee to make and deliver to any purchaser or purchasers at such sale a good and sufficient deed, or good and sufficient deeds in the law, of and for the rail-road and property, which shall be sold, as aforesaid, to such purchaser or purchasers. And it is hereby expressly declared and agreed, that any sale, which shall be made as aforesaid, shall be a perpetual bar, both in law and equity, against the said party of the first part, its successors and assigns, and against any and all persons, whomsoever, claiming, or to claim the rail-road, or other property, so sold, or any part or parcel thereof, by, from, through or under the said party of the first part, its successors or assigns. And after deducting from the proceeds of such sale, just allowances for all expenses connected therewith, including attorney and counsel fees, as well as any and all advances, expenses and liabilities which may have been made or incurred by the said trustee in operating or maintaining the said rail-road, or in managing the business thereof, while the same shall have been in the said trustee's possession, or in arranging for and completing the sale aforesaid, and also all payments which may have been made by said trustee for taxes and assessments, or other charges or liens, prior to the lien of these presents, if any such there shall be, on the said rail-road and premises, or on any part thereof, as well as just and reasonable compensation for the said trustee's own services, the said trustee shall apply the purchase money and proceeds of such sale to the payment of the principal of such of the said bonds as may be at that time outstanding and unpaid, whether or not such principal thereof shall have, by the terms of said bonds, previously



become due, and of the interest which shall have accrued upon the said principal up to that time and be unpaid, with interest thereon, if the same be overdue, without discrimination or preference as between principal and interest, but ratably, to the aggregate amount of such unpaid principal and accrued and unpaid interest,—it being understood, and hereby declared and agreed, that upon any sale of said premises, which may be made as aforesaid, or upon any sale thereof which may be made under or by virtue of the judgment or decree of any court of competent jurisdiction, rendered in any suit or proceeding for the enforcement or foreclosure of the lien hereby created, the principal of all the bonds aforesaid shall become and be immediately due and payable,—which payment shall be made to the persons holding the bonds and coupons evidencing the right to such principal and interest, without discrimination or preference between them on account of the time of the actual issue of said bonds; and if, after payment in full of all the said bonds, principal and interest, including the interest on overdue coupons, a surplus of the said proceeds of sale shall remain, the said trustee shall pay over such surplus to the said party of the first part hereto, its successors or assigns, or as any court of competent jurisdiction shall lawfully direct.

And it is hereby declared and agreed, that the said trustee may adjourn such sale, by announcement made at the time and place appointed for such sale, and, if so adjourning such sale, may make the same at the time and place to which the same shall be so adjourned, and without further notice thereof. And it is further declared and agreed, that the receipt of the trustee shall be a sufficient discharge to the purchasers or purchaser of the property which shall be sold, as aforesaid, for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after paying such purchase money and receiving such receipt, be liable to see to the application of such purchase money upon or for the trusts or purposes of these presents, or be in any manner whatsoever answerable for any loss, misapplication, or non-application of such purchase money, or of any part thereof.

And it is hereby further declared and agreed, that in case of default as aforesaid, the party of the first part shall waive, and

it does hereby waive, the benefit of any and all extension, stay, and appraisal laws, which now exist or shall hereafter be enacted.

ARTICLE FOURTH. — It is hereby mutually agreed, that at any public sale of the rail-road and property hereinbefore conveyed, made by virtue of the power hereinbefore granted, or by judicial authority, for the purpose of enforcing the lien of these presents, the trustee under these present, for the time being, may, in the discretion of such trustee, and not otherwise, bid for, and if the same be obtainable at the price hereinafter mentioned, purchase and acquire the property so offered for sale, in behalf of all the holders of the bonds secured by this instrument, which shall then be outstanding, in proportion to the amount of said bonds, and of the over-due coupons thereunto belonging, by them, respectively, held.

*Provided, however,* that nothing herein contained shall authorize the said trustee to bid, on behalf of the holders of said bonds, a sum exceeding the whole amount of said bonds then outstanding, with the interest accrued thereon, and the expenses of such sale, for the entire property then held upon the trusts of this indenture, or an amount, reasonably proportionate thereto for any part of the said property.

And it is hereby further agreed, that the bonds and overdue coupons, aforesaid, shall be received in payment of the purchase money of any property sold as aforesaid, as equivalent to so much of the said purchase money as would be distributable and payable thereon.

ARTICLE FIFTH. — In case default shall be made in the payment of any semi-annual instalment of interest, to accrue on any of the said bonds, when such interest shall become payable, and if such interest shall remain unpaid and in arrear for the space of six months, then and in each and every such case of the happening and continuing of such default in the payment of interest, the principal of each and all of the said bonds may be declared by the trustee for the time being hereunder, or by a majority in interest of the holders of all of said bonds then outstanding, at its or their option, to be, and thereupon the same shall become due and payable immediately, notwithstanding the time limit-

ed therein for the payment thereof may not have elapsed; which declaration shall be made by an instrument in writing, under seal, duly served on the said party of the first part, or by a vote of said bondholders at a meeting duly held; but if such option be exercised by the said trustee, any declaration made by it may be annulled or reversed by a majority in interest of the holders of said bonds, by a vote of such majority in interest of said bondholders, given at a meeting of bondholders convened and held as hereinafter provided, and attested by an instrument in writing, under the hands and seals of the persons so voting, or of their agents or attorneys thereunto lawfully authorized.

Provided always, that no act or omission of the said trustee, or of the said bondholders, in respect to any default in the payment of interest which may have happened, shall be held to exhaust or impair the option hereby granted, or to extend to or affect any subsequent default, or to impair the rights which would otherwise arise therefrom.

ARTICLE SIXTH. — The said party of the first part shall and will, on or before the first day of May, in the year of our Lord one thousand eight hundred and seventy-three, pay over to the trustee, for the time being, under this Indenture, the sum of twelve thousand and five hundred dollars, as and for the first instalment of a Sinking Fund for the redemption and cancellation of said bonds; and the said party of the first part shall and will semi-annually thereafter, namely, on or before the first days of May and November, in each year, until the said bonds shall become due and payable, or have been all redeemed, pay over to the said trustee the like sum of twelve thousand and five hundred dollars, and, in addition thereto, a further sum equal to six months' interest upon the aggregate amount of bonds which, up to the time of such payment, shall have been redeemed through the said Sinking Fund; so that, although the bonds redeemed shall be cancelled, the said Sinking Fund shall be semi-annually augmented by an amount equivalent to the interest which would be due thereon if the said bonds had remained in force. The moneys so paid over to the said trustee, as a Sinking Fund, shall be used and applied to and for that purpose in the manner following:

The said trustee shall, within a reasonable time after each such payment, give public notice of the amount of moneys so paid, and invite proposals in writing to be sent for the sale to said trustee of bonds secured to be paid hereby; which public notice shall be given by advertisements, published, at least three times in each week for three weeks, in two newspapers of good circulation in the City of New-York, and one newspaper in the City of London; and after the expiration of three weeks from the last publication of such notice, the said trustee shall apply the money so paid for such sinking fund in and to the purchase of said bonds, and shall accept and purchase the same from the parties offering at the lowest rates, without discrimination or preference in favor of one as against the other, provided that said bonds shall be so offered and can be purchased at not exceeding a premium of ten per centum upon the par value thereof, with the interest accrued thereon; and provided further. that the said trustee may purchase said bonds, or any of them, at the Stock Exchange in the City of New-York, or the City of London, or at any public or private sale thereof, if such bonds can be thereby obtained at cheaper rate than by purchase from parties offering pursuant to such advertisement.

The expenses connected with the advertisement for and purchase of bonds aforesaid shall and may be defrayed out of, and the same shall be a charge upon, the said sinking fund.

In case the said bonds cannot be purchased at the premium of ten per cent. aforesaid, the moneys applicable to the purchase thereof shall be temporarily invested in bonds of the United States Government, which shall be duly registered in the name of the trustee hereunder, and shall be held by such trustee, for the benefit of the said sinking fund; until the same can be applied to the purchase of said bonds at such rate.

The trustee shall keep a correct account of all moneys so paid into said sinking fund, and of the disposition made of the same, and also a registry of the numbers of the bonds secured to be paid hereby, which shall be purchased with the moneys of the said sinking fund, and the prices paid for the same; which registry and account shall, at all reasonable hours and times, be open to the inspection of any holder of said bonds, as well as of the President or Secretary, or other duly authorized officer or agent, of the said

party of the first part; and the said trustee shall annually, to wit, on or before the thirtyfirst day of December, in each year, furnish a transcript of such registry and account to the said party of the first part, which transcript the said party of the first part shall publish in the annual reports to be made by it to its stockholders.

All bonds, and the payment whereof is hereby secured, which may be purchased by the trustee hereunder as aforesaid, shall at once be cancelled and be delivered up to the said party of the firstpart.

ARTICLE SEVENTH. — It is hereby expressly declared and agreed, that in case default shall be made in the payment of interest upon any of the said bonds, when such interest shall become payable and be demanded, or in case default shall be made in the payment of any of the sinking fund hereinbefore provided for, and if such default shall continue for the space of six months, or in case default shall be made in the payment of the principal of any of the said bonds, when the same shall become due, then in either and every such case of default, it shall be the duty of the trustee, for the time being, under these presents, to exercise the powers of entry and sale hereinbefore granted, or to take appropriate legal proceedings to enforce the rights of said bonds, upon a requisition to that effect being made upon the said trustee, signed by holders of at least five hundred thousand dollars in amount of the said bonds, and upon a proper indemnification to said trustee against all costs and expenses to be by such trustee incurred in the premises.

ARTICLE EIGHTH. — The trustee shall at all times during the continuance of the trust hereby created, have full power and authority, to be exercised in the said trustee's own discretion, and not otherwise, to grant and convey to any party who may be designated, in writing, by the said party of the first part, its successors or assigns or to release from the lien and operation of these presents in such other manner as said trustee may deem proper any portion of the premises hereinbefore granted, which may be appurtenant to the said rail-road, but which, in the judgment of the said trustee, shall be unnecessary for use in connection therewith, and which have been acquired or held for stations, depots, shops or other buildings, or for supplying fuel, gravel, or other material; and also to convey

or release as aforesaid, on like request, any lands, not occupied by the track, which may become disused by reason of a change in the location of any station-house, depot, shop, or other building, connected with the said rail-road, and such lands, occupied by the tracks and adjacent to such station-house, depot, shop or other building, as the said party of the first part, its successors or assigns, may deem it expedient to disuse or abandon by reason of such change; and the said trustee may consent to any changes in the location of any depot, shop or other building, which, in its judgment, shall have become expedient and make and deliver the instruments necessary or proper to carry the same into effect; Provided always, that any and all lands and premises, which shall be acquired for permanent use in substitution for any so released, shall be conveyed to the trustee upon the trusts of these presents. And the said trustee shall have full power to allow the said party of the first part, its successors or assigns, from time to time, to dispose, according to its or their discretion, of such portion of the equipment, machinery, and implements, which shall be at any time held or acquired for the use of the said rail-road, as shall have become unfit for such use; but any and all new or other equipment, machinery, or implements, which may be acquired, in substitution for any so released, shall, by virtue and force hereof, become and be, immediately upon the acquisition of the same, subject to the lien and operation of these presents, without any new conveyance or transfer, or other act or ceremony whatsoever.

ARTICLE NINTH. — The said party of the first part shall and will, before the first coupon annexed to said bonds shall become due, appoint and designate an office or agency in the City of London, England, for the payment of the interest on said bonds, in British money, and for the registration and transfer of said bonds; and the said party of the first part shall and will, from thenceforth, and at all times, while the said bonds, or any of them, remain outstanding, maintain and keep an office or agency, for such purposes, at said city.

ARTICLE TENTH. — If the party of the first part shall well and truly pay all interest upon the said bonds, when such interest shall become due, and all instalments into, or for the purposes of, the

sinking fund aforesaid, and shall also well and truly pay and discharge the principal of each of the said bonds, when the same shall become due, according to the tenor of said bonds, and the true intent and meaning of these presents, then thereupon, that is to say, upon the payment of said bonds and of all interest thereon, all the estate, right, title and interest of the said parties of the second part, or of its successor in the trust hereby created, shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue.

ARTICLE ELEVENTH. — It is mutually agreed by and between the parties hereto, that the word trustee, as used in these presents, shall be construed to mean, and the said word is intended to designate, the party or parties who may, for the time being, be charged with the execution or enforcement of the trust hereby created, whether such party or parties be a body corporate or a natural person or natural persons; and it is further agreed, that the said trustee shall be entitled to just and reasonable compensation for all services which may hereafter be rendered by such trustee in this trust, to be paid by the said Company, or out of the income of the property; that the said trustee shall not be answerable for the default or misconduct of any agent or attorney who may be appointed by it pursuant hereto, if such agent or attorney be selected with reasonable care, or for any thing, whatsoever, in connection with this trust, except wilful misconduct or gross negligence; that the said trustee, or any trustee hereafter appointed, may be removed by the vote of a majority in interest of the holders of said bonds, cast at a meeting of said bond holders, duly convened and held, and attested by the hands and seals of the Chairman and Secretary of such meeting, or by an instrument in writing, under the hands and seals of such majority in interest of said bondholders, duly acknowledged. And it is further mutually agreed, that the said trustee, or any trustee hereafter appointed, may resign and be discharged of the trust created by these presents, by giving notice, in writing, to the said party of the first part, at least three months before such resignation shall take effect, or such shorter notice as may be accepted by the said Company, and upon the due execution of the conveyance hereinafter required.

And it is hereby declared and agreed, that in case, at any time hereafter, the said trustee shall resign, or be removed, or become incapable or unfit to act in the said trust, the holders of the bonds secured hereby, acting by a majority in interest, shall be, and they are hereby authorized and empowered, by an instrument or instruments in writing, under their respective hands and seals, duly acknowledged, as aforesaid, or by a vote attested as aforesaid, at a meeting of said bondholders duly convened, to appoint a successor or successors to such trustee; and such successor or successors, when so appointed, shall, immediately upon its, his or their acceptance of the trust become vested with all the powers, authorities and estates held or possessed by the trustee, to succeed whom it, he, or they shall have been appointed, without any further assurance or conveyance; and thereupon all the powers and authorities hereunder, and all the estate, right, title and interest in the said premises, of such resigned or removed trustee, shall wholly cease and determine; but, nevertheless, the trustee resigning or being removed as aforesaid, shall, upon the request, in writing, of the new trustee or trustees, execute and deliver to it, him, or them, all such conveyances and other instruments as shall be fit and expedient, for the purpose of assuring to such new trustee or trustees the legal estate in the premises.

And it is hereby declared, and agreed, that in case the bondholders shall fail or omit to appoint a new trustee, in the manner aforesaid, within ninety days after such resignation or removal of any trustee, application may be made by any holder or holders of said bonds to the aggregate amount of one hundred thousand dollars, in the name and on the behalf of all the holders of said bonds or otherwise, upon reasonable notice to the said party of the first part, its successors or assigns, to any court of competent jurisdiction, for the appointment of a new trustee.

And it is hereby further expressly declared and agreed, that whenever, and as often as any contingency shall arise in which the action of a majority in interest of the holders of said bonds shall be necessary, or in which the said bondholders are herein declared to have any discretionary voice or power, it shall be the duty of the trustee hereunder, and such trustee is hereby authorized and required, to call a meeting of all the holders of bonds secured



hereby, to be held in the City of New-York, by advertisement (the expense whereof shall be a liability of the said party of the first part hereunder, and may be defrayed, if necessary, from any trust funds,) to be published, three times in each week, for six weeks, in two newspapers of good circulation amongst the business community in that city, one newspaper in the City of St. Louis, and one newspaper in the City of London, England; and in default of such meeting being called by the said trustee within thirty days after notification in writing to him by any bondholder of the necessity therefor, it shall be competent for any holder or holders of said bonds to the aggregate amount of one hundred thousand dollars, to call said meeting in the manner aforesaid: *Provided always*, that nothing hereinbefore contained shall be held to require the said trustee to incur any personal liability in the calling or holding of such meeting; and that, at any meeting called as aforesaid, a majority in interest of the holders of said bonds may prescribe and establish such rules as they may deem proper for the calling of future similar meetings, and the regulation of the proceedings thereof. And it is hereby declared and agreed, that at any meeting, so convened, the holders of said bonds shall be competent to exercise, in person or by proxy, all the powers and authorities conferred upon them by these presents.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the first part, for the consideration aforesaid, has promised and agreed, and does hereby covenant, promise and agree, to and with the said party of the second part, and its successors and successor in the trust hereby created, that the said party of the first part its successors and assigns, shall and will well and truly pay or cause to be paid, unto the holder or holders of said bonds, the principal and interest thereof, as the same shall become payable according to the tenor of said bonds and the terms of the coupons thereto annexed; and shall and will do, observe, and perform any and every act and thing mentioned in, or required by, these presents, to be by it, or them, done, observed and performed; and that the said party of the first part, its successors and assigns, shall and will, from time to time and at all times hereafter, and as often as thereunto requested by the trustee under this indenture, execute,

acknowledge and deliver all such further deeds, conveyances and assurances in the law, for the better assuring unto the said party of the second part, and unto its successors and successor in said trust, upon the trusts herein expressed, the rail-road, equipments, appurtenances, franchises, property and things hereinbefore mentioned, and particularly any and all property, rights and franchises whatsoever, which shall or may, at any time hereafter while the said bonds, or any of them, remain unpaid, be acquired by the said party of the first part, its successors or assigns, as by the said trustee, or by its counsel, learned in the law, shall be reasonably advised, devised or required.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its President and Secretary, and the said party of the second part, in order to evidence its acceptance of the trust hereby created, has also caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.

*President of the Cairo and St. Louis Rail-Road Company.*

*Secretary of the Cairo and St. Louis Rail-Road Company.*

*President of the Union Trust Company of the City of New-York.*

*Secretary of the Union Trust Company of the City of New-York.*

Signed, sealed and delivered  
in the presence of