

Company, of the City of New York; and if it shall appear
 from the examination and report of the condition of
 the said property, to be made annually by the Engineer
 of the Richmond and Danville Railroad Company, or
 of the inspectors appointed as hereinbefore provided
 that the Richmond and Danville Railroad Company
 has not made such expenditures upon said property
 as it has hereinbefore agreed to make, then, unless
 the Richmond and Danville Railroad Company,
 shall make good any deficiency so ascertained
 within sixty days after it has notice thereof, and
 furnish satisfactory proof thereof to the Air Line
 Company or to the inspectors herein provided for, the
 said Central Trust Company shall, whenever re-
 quested by the Air Line Company, proceed to sell and
 dispose of, at public or private sale, and without no-
 tice to the Richmond and Danville Railroad Company,
 the said securities, or so much thereof as may be
 necessary to make good such deficiency, and the same
 shall be expended on betterments as agreed upon and
 the direction of the person or persons who may have
 reported the deficiency, if such deficiency continues
 to exist. The said securities of the value of five hundred
 thousand dollars shall remain on deposit, as herein
 provided, for a period of five years from date hereof,
 and at the expiration of that period the Richmond
 and Danville Railroad Company shall have the right to
 withdraw the same, if it shall appear from the re-
 ports of the said engineer or of the said inspectors,
 as the case may be, that the Richmond and Danville
 Railroad Company has complied with all its stipu-
 lations and agreements as herein set forth,
 and has made the payments as herein provided,
 and thereupon the said Central Trust Company
 shall return said securities so deposited to the
 Richmond and Danville Railroad Company; but
 if on the other hand the said Richmond and Danville
 Railroad Company, at any time within the said
 period of five years, should coach, in respect to
 this contract, by so failing to comply with its
 undertakings as to forfeit this contract, and give
 the right thereunder to the Air Line Company to recover