tion thereof, or from being answerable or accountable for the misapplication or non-application thereof.

69. That within two months next after the Trustees of the Company or any or either of them refuse to act, die, go to reside out of this Province, or become incapable to act or shall resign, the Board of Directors for the time being shall name and appoint another Trustee or other Trustees in the stead of the Trustee or Trustees so refusing, dying, going to reside out of this Province, becoming incapable to act, or resigning; and such new Trustee or Trustees shall execute a covenant in such form as shall be devised by the said Board that they will hold the estates and funds of the Company upon the trusts and for the purposes of these presents or of the subsisting deed or deeds of settlement of the Company and give such further security for the due performance of their trusts as the Board of Directors for the time being shall from time to time require; and immediately after such appointment, or the execution of such covenant, the trusts, estates, monies, securities and effects of and belonging to the Company, which shall be or have been vested in the Trustee or Trustees so refusing, dying, going to reside out of the Province, becoming incapable to act, or resigning, shall be assigned, assured, paid and transferred so and in such manner that the same may rest in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely as the case may require upon the trusts of these presents, or upon the trusts of the subsisting deed or deeds of settlement of the Company.

70. That the Directors, manager, trustees, public and other officers for the time being of the Company shall be indemnified and saved harmless out of the funds or property of the Company from and against all costs, charges, losses, damages and expenses which they respectively shall or may pay sustain or incur in or about the execution of their respective trusts or offices, or in or about any action, suit or proceeding either at law or in equity relating to the acts or property of the Company, which the Board of Directors for the time being may deem proper to use, take, prosecute or defend, except such costs, damages, or expenses as shall happen by or through the wilful neglect or default of any such Directors,