

Sec. 7. Unless and until some one of the events described in the first paragraph of Section 5 of this Article shall have happened, the Railway Company shall have the right to vote upon all shares of stock subject to this indenture for all purposes not contrary to the covenants herein contained or otherwise inconsistent with the provisions or purposes of this indenture, and with the same force and effect as though such shares were not subject to this indenture; and, from time to time, upon demand of the Railway Company, the Trustee forthwith shall execute and deliver, or shall cause to be executed and delivered, to the Railway Company, or to its nominees, suitable powers of attorney or proxies to vote upon any shares of stock which shall have been transferred to the Trustee of its nominees. The Railway Company covenants that it will not vote said shares of capital stock or any of them under any power of attorney or proxy executed and delivered to it under the provisions of this Section 7 of Article Six, for any purpose or purposes contrary to or inconsistent with the provisions or purposes of this indenture.

Sec. 8. In case default shall be made in the payment of the principal or interest of any bonds or obligations which shall have been delivered to and shall be held by the Trustee hereunder, or of any other bonds then secured by the same mortgage or deed of trust as such bonds held by the Trustee, then, and in any such case, if the Trustee shall hold more than ninety per centum in amount of the entire issue of such bonds or obligations in default, the Trustee, without prejudice, however, to its right to claim a default under this indenture, or to assert any right consequent upon such default, shall, upon the written request of the Railway Company (the Railway Company not then being in default under this indenture), and, if required by the Trustee hereunder, upon receiving indemnity satisfactory to it, and in other cases upon such written request it may, in its discretion, cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose or enforce the mortgage, or trust, or charge, by which such bonds or obligations in default are secured. In case of the happening of any of the events herein-after denominated events of default, or in case the Trustee shall have entered, or shall have elected to enter, into possession of the Railways or some of them constituting part of the mortgaged and pledged premises, either under the power herein conferred, or by the voluntary action of the Railway Company, or in case a receiver shall have entered into possession of the railways or some of them constituting part of the mortgaged premises, then, and in any such case, the Trustee, in its discretion, may institute such proceedings without such written request.

In case (1) at any time any company, of whose capital stock the greater part shall be held by the Trustee subject to this indenture as a first lien thereon, shall be dissolved or liquidated, or in case (2) all or any property of any such company shall be sold at any judicial or other sale, or in case (3) any property covered by a mortgage securing any bonds, or subject to any charge or trust for the payment of any other obligations, held by the Trustee subject to this indenture as a first lien thereon, shall be sold upon foreclosure of such mortgage, or by enforcement of such charge or trust,--then, in any such event, if the property of such dissolved or liquidated company, or the property sold, can be acquired by crediting on the bonds, obligations, claims, indebtedness or stock, held by the Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and ^{by} paying not more than ten per centum of the price of such property in cash (or more than ten per centum, if the holders of a majority in amount of the General Mortgage bonds shall so request), the Trustee in its discretion may, and, if requested in writing by the Railway Company or by the holders of a majority in amount of the General Mortgage bonds and provided with the amount of cash necessary therefor (whether such amount be more or less than ten per centum of the price of such property), in every case shall, purchase or cause to be purchased, or permit the Railway Company to purchase, such property