and dispose of, such property without further accountability therefor. Sec. 8. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustee or of the bondholders under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred, and also any and all other rights and powers herein and hereby conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided, and, as matter of right, the Trustee shall be entitled to the appointment of a receiver or receivers of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues or profits thereof, with such powers as the Court making such appointments shall confer. The Railway Company at any time, whenever it shall deem expedient for the better security of the bonds hereby secured, although there be then no default entitling the purchaser to enter in possession, may with the consent of the Trustee surrender and deliver to the Trustee full possession of the whole or any part of the property, premises and interests hereby conveyed or intended so to be, for any period, fixed or indefinite; and upon such surrender and delivery to the Trustee with its consent the Trustee may enter into and upon the premises so surrendered and delivered, and may take and receive possession thereof for such period, fixed or indefinite as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises or any part thereof, the Trustee, from the time of its entry, shall work, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 1 of this Article. Upon application of the Trustee, and with the consent of the Railway Company if there be then no subsisting default hereunder, and without such consent if there shall then be a subsisting default, a receiver or receivers may be appointed to take possession of, and to operate and manage the whole or any part of the premises hereby mortgaged and pledged, wheresoever the same may be situated, with all the rights, powers and duties by this section conferred upon the Trustee, and the Railway Company shall transfer and deliver to such Receiver or Receivers all such premises and property wheresoever the same may be situated, and in every case, when a receiver of the whole or any part of the said property shall be appointed under this section or otherwise, the Trustee shall be entitled to receive all the surplus income and profits of such property for the benefit of the holders of bonds