

death of any person or of any loss or damage to property, the liability for which is herein assumed by such first mentioned party and such first mentioned party agrees to pay, satisfy and discharge any judgment that may be obtained by reason thereof, and all costs, charges and expenses payable thereunder.

Defence of suits.

25. In case a suit or suits or proceedings shall be commenced by any person or corporation against either party hereto, for or on account of any loss, damage or injury for which the other party hereto is liable under the provision of this Agreement, the party so sued or proceeded against shall give to the other party reasonable notice in writing of the pendency of such suit or proceeding, and thereupon the other party shall assume the defence of such suit or proceeding and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party hereto shall be bound by any judgment against the other party unless it shall have had reasonable notice that it was required to defend and has reasonable opportunity to make such defence. When such notice and opportunity have been given the party notified shall be bound by the judgment as to all matters that could have been litigated in such suit or proceeding.

Business interruption.

26. Neither party hereto shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Settlement of claims.

27. The parties shall settle, as between themselves, any claim for loss or damage according to the terms of this Agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by other parties.

Proceedings in case of dispute.

28. In case the parties cannot agree under which of the provisions of this Agreement the loss, damage, injury or expense hereinbefore referred to shall be assumed, charged or borne, the question as to how the said loss, damage, injury or expense was occasioned shall be referred for settlement in the manner provided in Paragraph 44 hereof, and in all such cases the award upon such reference shall be final in determining the question in dispute and shall prevail over any contrary finding of a court or jury in an action instituted by any third person or company in which both parties hereto are not represented; provided, however, that if both parties are represented the finding of such court or jury shall prevail.

Fire loss—
Replacement.

29. If and as often as any of the buildings or other property forming part of the Joint Section be destroyed in whole or in part by fire or other casualty, the same shall be rebuilt or replaced without delay, either according to its former design or such other design, if any, as the parties hereto may agree upon, and such portion of the cost of so