

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 proceedings. 5

24. 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. 10

25. 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. 15

26. In case the parties hereto 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 questions as to how the said loss, damage, injury or expense was occasioned shall be referred for settlement in the manner provided in paragraph 40 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. 25 30

27. The Owner shall, in the event of it admitting any other company to the use of the Joint Section, or any part thereof, insert or cause to be inserted in any Agreement admitting such other Company or Companies, the provisions of the foregoing paragraphs 16 to 26 inclusive respecting joint employees and liability for loss, damage and injury, for the benefit of the User when similar circumstances arise between the User and any such other Company or Companies, and such Agreement with any such other Company shall be construed as if it were signed by all the Railway Companies at one time in the joint use of the Joint Section or any part thereof. 35 40

28. If and as often as any of the buildings or other property forming part of the Joint Section be destroyed 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 doing as is properly chargeable to Maintenance and Operation, less the amount of insurance, if any, which may be 45 50