

damage caused thereby, and shall indemnify and save the other party harmless therefrom; and in case any such collision is caused by the fault of sole employees of both of said parties or solely by the fault of any joint employee or employees of the said parties, or in case the cause of collision is so concealed that it cannot be determined whose employee or employees were at fault, each of said parties shall bear and pay all loss, damage and injury which its own property, or property in its custody, or its passengers or its employees or others claiming through them may have suffered by reason or in consequence thereof, and a share of all damage to property jointly used hereunder apportioned in accordance with the provisions of Paragraph 39 hereof.

Injuries to  
joint  
employees.

22. All claims or suits or liabilities arising under any statute for the protection or compensation of workmen growing out of injury to or death of any joint employee, and all claims or suits or liabilities arising out of loss of or damage to property of any joint employee in or on the Joint Section shall be settled and paid in the first instance by the Pacific. If such injury, death or loss is caused by the negligence of a sole employee or employees of the Pacific either alone or in conjunction with that of a joint employee or employees, no claim shall be made therefor against the National. If such injury, death or loss is caused by the negligence of a sole employee or employees of the National either alone or in conjunction with that of a joint employee or employees, the Pacific shall forthwith render account to the National for the full amount paid in settlement of such claim, suit or liability, and the National shall pay to the Pacific the amount of such account within thirty (30) days after the receipt thereof. If such injury, death or loss is caused accidentally or by the joint negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or in case the cause of the injury, death or loss cannot be determined, the Pacific shall include the amount paid in settlement of such suits or claims in the operating expense and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Paragraph 39 hereof.

Other  
claims.

23. In any case where loss, damage or injury has resulted to any person or property, and such loss, damage or injury does not fall within the provisions of Paragraphs 19, 20, 21 or 22 hereof, or responsibility therefor cannot be satisfactorily determined, then and in all and each of such cases the damages and costs or either and all loss thereby caused shall be charged to operating expenses and apportioned in accordance with the provisions of Paragraph 39 hereof.

Indemnity.

24. Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party, its successors and assigns, from and against all claims, liabilities or judgments by reason or on account of any injury to or