

Pacific, but in the event of failure to make collection in any case the amount shall be charged back to the respective accounts to which it may have been credited; provided that no such lease shall be made of any portion of the Joint Section which may be required for the use of the parties hereto, or either of them, under this Agreement, and that before entering into any such lease the Pacific shall obtain the approval of the National thereto.

Exclusive
occupation
by one party.

33. In the event of either of the parties hereto occupying any portion of the Joint Section for its own exclusive use, otherwise than as specifically provided for in this Agreement, such party shall be charged for such portion of the Joint Section a rental to be agreed upon between the parties hereto, or, in default of agreement, to be determined under the provisions of Paragraph 44 hereof, and such rental shall be credited to the Capital Account hereinafter provided for, and the parties hereto shall benefit thereby accordingly.

Privileges—
Revenue.

34. All facilities and privileges such as refreshment rooms, parcel rooms, news-stands, telegraph and telephone booths, pay toilets, shoe stands, vending machines and the like shall, with the approval of the National, be either operated directly by the Pacific or leased by it to outside parties. In the former event, the net revenue derived from such operation shall be credited to the Operation and Maintenance Account of the Joint Section. In the latter event, all rentals derived from such leases shall be credited to the Capital Account hereinafter provided for, and the parties hereto shall benefit thereby accordingly.

Assignment
of rights.

35. Neither party shall, without the consent in writing of the other, assign or transfer any right or interest under this Agreement, or give or assume to give to any other company or person any right or interest upon or in respect of the Joint Section or any part thereof; and any assignment, transfer or other instrument contrary to the provisions of this Paragraph shall be void and of no effect; provided, however, that an amalgamation with another company shall not be deemed an assignment or transfer contrary to this paragraph and the amalgamated company as successor by amalgamation shall possess all the rights of its predecessor under this Agreement; provided, further, that nothing herein contained shall be construed to confine or restrict the use and enjoyment of the Joint Section by the National or the Pacific to the operation of the lines now owned, leased, operated, controlled (by stock ownership or otherwise) or managed by either of the said Companies, but the terms "the National" and "the Pacific" shall be deemed to extend to and include all such lines as may from time to time be properly so described.