

originating therefrom) whether or not the condition or arrangement of the Joint Section or lands owned or leased by the Owner contributes in any manner or to any extent to such loss, damage or injury, and for all damage to its engines, cars or trains while on the Joint Section, except 5
 in the case of collision, in which event the provisions of paragraph 19 shall apply, and in the case of injury to or death of any joint employees, in which event the provisions of paragraph 20 shall apply, provided, however, that, under this paragraph, neither party shall be liable to 10
 reimburse the other for any amount paid by way of compensation for injury to or death of any sole employee of such other party, save only when such injury or death is due to the negligence of a sole employee or employees of such first mentioned party. 15

18. When any loss, damage or injury of whatsoever nature, other than such as is referred to in the next preceding paragraph hereof, is occasioned to any person who is lawfully upon the Joint Section by reason either directly or indirectly of the fact that the Joint Section or any part thereof 20
 is being used by one of the parties hereto for the purpose of handling its traffic, all responsibility for such loss, damage or injury shall, as between the parties hereto, be assumed and borne by such party.

19. The User and the Owner expressly covenant and 25
 agree each with the other that in case of a collision between their respective engines, cars or trains in or upon the Joint Section, the party whose sole employee or employees is or are alone at fault, or whose sole employee or employees together with a joint employee or employees is or are alone 30
 at fault, shall be solely responsible for and shall settle and pay all claims arising by reason thereof, and all loss and 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 35
 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 40
 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 35 45
 (c) hereof.

20. All claims or suits or liabilities arising under any statute for the protection or compensation of workmen arising out of injury to or death of any joint employee, and all claims or suits or liabilities arising out of loss of 50