

received in respect of the damage or destruction thereof, shall be included in the account of Maintenance and Operation, and shall be apportioned between the parties hereto as provided by paragraph 35 (c) hereof, and the balance of such cost shall be included in the Capital Account, the interest on which the User shall bear an equal share, as provided by paragraph 35 (b) hereof: 5

PROVIDED, and it is understood and agreed that while it is the intention of the Owner to insure and keep insured in accordance with its usual practice, either in its own insurance Fund or with an Insurance Company or Companies, during the continuance of this Agreement against loss by fire all the buildings and other property forming part of the Joint Section, for such amounts from time to time as will in the opinion of its Insurance Commissioner reasonably protect the same against loss, no liability of any kind shall rest upon the Owner if such intention to insure and keep insured is not carried out, whether by reason of negligence or omission on the part of the Owner, its Insurance Commissioner, or otherwise, or by reason of breach of conditions of any policy or contract of insurance which would void the same or give the Insurance Company a defence to any action upon the policy or contract. 10 15 20

29. Neither party shall be required or be liable to insure any property of the other party, nor shall the operating expenses of the Joint Section include any outlay on account of insurance of cars, rolling stock, engines, or other property of any kind of either party or which may be in its charge, (except premiums on Insurance Policies on the Joint Premises). 25 30

30. It is understood and agreed that neither this Agreement nor anything herein contained shall in any way limit the right of the Owner to grant to any other Railway Company or Companies upon such terms as the Owner may deem proper, provided that such additional use shall not unduly interfere with the use of the Joint Section by the User, joint operating privileges in respect of the Joint Section, or any part thereof similar to those hereby given to the User; PROVIDED, HOWEVER, that upon the admission of any other Railway Company or Companies to the use or benefit of the Joint Section, or any portion thereof, in conjunction with the Owner and the User there shall, for the purpose of meeting the altered conditions, be an equitable re-adjustment of the terms and provisions of this Agreement including a re-adjustment of the payments to be made by the User for the use and enjoyment of the Joint Section as herein provided (due regard being had to the extent of the use and benefit of the Joint Section by the several Companies using the same). In the event of the parties hereto being unable to agree upon a proper re-adjustment of any or all of such terms and provisions, 35 40 45 50