

**P. P. P.**

shall bear all loss incident to or resulting from the wreck or derailment of or other accident to its own train, engine or car in all respects as if such accident had occurred on a portion of its own line used solely by it.

It is understood and agreed that when under the terms of this agreement it shall be the duty of the Superintendent or other servant or employee of the Greenville Company, to move a train, operate a switch, or perform any other service for the Railway Company, such employee shall, in the performance of or omission to perform such duty, be considered the sole employee of the Railway Company such employee shall, in the performance of or omission to perform such duty, be considered the sole employee of the Railway Company within the purview of the performance hereinbefore set forth, and that the employees and forces of the Greenville Company, while engaged in the work of maintaining or repairing the said tracks or facilities including electrical and overhead apparatus and appliances to be used jointly hereunder or any portion thereof, shall, for the purposes of this agreement, be considered as the joint employees of both parties.

Tenth: That if at any time a difference of opinion or dispute shall arise between the parties hereto in respect to any of the provisions of this contract, or as to their respective rights, duties and liabilities hereunder, the question so in dispute, if it cannot be settled by the parties themselves, shall be submitted to a Board of Arbitrators, consisting of three competent and disinterested persons, skilled in railroad operation, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators thus chosen. The party desiring such arbitration shall give written notice of the same to the other party to the dispute, stating thereof definitely the question or questions in dispute, and naming the person selected as arbitrator by the party giving such notice; and thereupon it shall become the duty of the other party, within fifteen (15) days after the receipt of such written notice, to name an arbitrator, and in the event that the party receiving the notice fails or neglects to do so, the party giving such notice may select a second arbitrator, and the two thus chosen may select a third. The Board of Arbitrators so constituted, shall give to each of the parties to the dispute, written notice of the time and place of hearing, which hearing shall not be less than twenty nor more than thirty days after service of such notice, and at the time and place appointed, and the said arbitrators shall proceed with the hearing, unless for some good cause shown, of which the arbitrators, or a majority of them shall be the judge, the hearing shall be postponed until some later date. The determination of the Board of Arbitrators, thus constituted, or a majority of the members composing such Board, shall be made in writing, and a report thereof delivered to each of the parties to the dispute, within sixty (60) days from the date of the appointment of the third arbitrator, unless the said parties shall agree to enlarge the time within which such report may be so rendered, and such determination, when so made, shall be final and conclusive, and binding upon the parties to the dispute upon the question of questions submitted to such board. All expenses attending such arbitration shall be borne equally by the parties to the dispute.

Eleventh: That this agreement shall take effect as of the First day of April, 1914, and shall continue in effect so long as both parties shall use the facilities to be jointly used hereunder as aforesaid, unless the Railway Company shall cancel the same as herein provided; Provided, however, that in the event the Railway Company shall be in default for Sixty (60) days in the payment of any rental or other sum of money to become due and payable by it to the Greenville Company hereunder, then the Greenville Company shall have -