

the poles of the Joint Section in connection with the construction, maintenance or operation of the telegraph and telephone lines of the National, and all such work shall be subject to the supervision of the said Superintendent of the Pacific.

Connections.

4. The Pacific will construct and during the continuance of this Agreement maintain the connections of the National's tracks with the Joint Section tracks at the points of junction referred to in Paragraph 1 hereof (the exact location of such connections to be agreed upon by the parties hereto); such connections shall be protected by such interlocking and other protective appliances, including interlocking connections within the interlocking zones on the connecting lines of the parties hereto, as may from time to time be agreed upon between the parties hereto, or ordered by the Board or other competent authority, all of which shall be constructed, maintained and operated by the Pacific as part of the Joint Section.

Parties to be joint owners.

5. Upon completion of the Joint Section the parties hereto shall be joint owners thereof and shall have joint and equal rights in all respects to the use and enjoyment of the same and every part thereof for railway purposes, upon and subject to the terms, provisions and conditions of this Agreement.

Pacific to operate and maintain.

6. The Pacific shall, subject as hereinafter provided, have charge, supervision and control of the Joint Section, and the maintenance and operation thereof, and shall maintain and at all times keep the Joint Section in good condition and repair and suitable for the business of both parties hereto, and shall do all acts and things necessary and proper for the operation thereof, and shall comply with all the regulations prescribed by law or by any duly qualified public authority with respect thereto for the safety of the public or otherwise.

Additional lands.

7. The Pacific shall from time to time during the continuance of this Agreement acquire and set apart for the use and benefit of the parties hereto upon and under the terms of this Agreement such additional lands as in the opinion of the parties hereto may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint Section, and the cost or determined value of such additional lands, including all expenses of and incidental to the acquisition and setting apart thereof shall from the date of such acquisition and setting apart be added to Capital Account, and shall be borne in equal shares by the parties hereto; provided that should at any time there be any dispute or difference of opinion between the parties hereto as to the necessity or expediency of acquiring any such additional lands, such dispute or difference shall be referred for settlement as provided in Paragraph 44 hereof.