

(d) the railway will be operated and maintained during the term of the lease as a common carrier under the law in force in Canada applicable thereto and will carry all normal traffic and render all normal services and the interests of Canadian users of the railway will not be prejudiced by reason of the lease;

(e) if provision is made for the carrying into effect of the said lease in the foregoing manner, the Government of the United States will indemnify and keep whole the said companies in respect of any liability incurred by such companies by reason thereof.

Therefore, His Excellency the Governor General in Council, on the recommendation of the Secretary of State for External Affairs, concurred in by the Minister of Transport, and under and by virtue of the powers conferred on the Governor in Council by the War Measures Act, Chapter 206, Revised Statutes of Canada, 1927, is pleased to order and doth hereby order as follows:

1. Notwithstanding any provisions to the contrary in the laws incorporating the British Yukon Railway Company and British Columbia-Yukon Railway Company or in the Railway Act of Canada or in any other law in force in Canada;

(a) the British Yukon Railway Company and the British Columbia-Yukon Railway Company are, subject to the provisions of paragraph 2 of this Order, empowered and authorized to lease the railways owned by such companies respectively, to the United States of America for the duration of the state of war now existing;

(b) the United States of America is authorized to operate and maintain for the duration of the state of war now existing, the said railways owned by the British Yukon Railway Company and the British Columbia-Yukon Railway Company.

2. Notwithstanding anything contained in the terms of any lease entered into under the authority of this order, the part of the railway known as the White Pass and Yukon Route in Canada so leased, shall be deemed, for the purpose of all laws in force in Canada and all regulations, orders, or tariffs made or established pursuant thereto, to be constructed, operated and maintained during the term of such lease by the British Yukon Railway Company and the British Columbia-Yukon Railway Company in respect of the part thereof owned by each such company, and each such company shall, in respect of the construction, operation and maintenance during the term of the lease of the part of the said railway owned by it, be liable under such laws, regulations, orders or tariffs in all respects as if it were constructing, operating and maintaining such part of the railway and without restricting the generality of the foregoing, each such company shall, in respect of the construction, operation and maintenance during the term of the lease of the part of the said railway owned by it, be liable

(a) for any failure or omission to comply with or any contravention of any lawful order of the Board of Transport Commissioners for Canada or by the Government of the Province of British Columbia addressed to or binding on the said company during the term of the lease;

(b) to pay taxes and to pay any assessments, contributions or other levies in respect of workmen's compensation or unemployment insurance to the same extent as if the construction, operation and maintenance of the railway during the term of the lease was carried on by the company, and for such purpose the construction, operation and maintenance of the railway during the term of such lease shall be deemed to be carried on behalf of the company, unless such liability is expressly limited or altered in accordance with any agreement between