assigns abandoning its lines and ceasing to operate same in the City of Winnipeg, it may terminate this Agreement subject to the payment by the User to the Owner of a fair proportion of all expenditures made or incurred or which may hereafter be made or incurred by the Owner 5 at any time by reason of or arising out of the use of the Joint Section by the User, by giving a notice in writing to the Owner of its intention so to do and naming in such notice a day at least six months from the giving of the same upon which the User will pay the amount of such 10 expenditures to the Owner and upon such payment being made this Agreement shall *ipso facto* terminate. In arriving at the amount of such fair proportions to be paid by the User to the Owner consideration shall be given to the extent to which any grade crossing protection or grade 15 separation that may be ordered by the Board, within the limits of the Joint Section, may have been brought about or influenced by the fact that the User has been or is at the time using the Joint Section for the accommodation of its traffic.   20

45. Upon such termination of this Agreement it is hereby understood and agreed that the User shall be at liberty to remove from the Joint Section all property including switch and other materials belonging to it at such time.   25

46. WHEREVER in this Agreement it is stipulated that anything shall be done or performed by either of the parties, it shall be assumed that such party has thereby entered into a covenant with the other party to do or perform the same, and that such covenant is entered into not only 30 by, for and on behalf of the parties hereto, but is also entered into by, for and on behalf of their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.   35

CANADIAN PACIFIC RAILWAY COMPANY.

SEAL   D. C. COLEMAN,
                        Vice-President.

H. C. OSWALD,
      Asst. Secretary.

THE MIDLAND RAILWAY COMPANY OF MANITOBA.

H. H. BROWN,
      President.

F. L. PAETZOLD,
      Asst. Secretary.

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