

whenever requested so to do by the officers of such vessels, without charge, and the said Company shall be liable to pay the owners of any vessel or of the cargoes or freight thereof, all damages they may respectively sustain by reason of any neglect of any of the foregoing provisions; and the use of the said bridge shall be subject to such regulations as shall be from time to time approved of by the Governor in Council.

Damages for neglect.

Regulations.

19. It shall be the duty of the said Company during the construction of such bridge, to put up and maintain, in the night time during the season of navigation, a good and sufficient light at each end of any coffer dam or pier, which may be erected by the said Company, the said light to be placed at least five feet above the said dam or pier; and also such buoys during both day and night as may be necessary for the guidance of persons navigating the said river; provided always that before commencing the works of the said bridge or taking possession of any part of the beach or land covered with water or other property of the Crown, the Company shall obtain the consent of the Governor in Council, who may impose such terms and conditions as he shall think proper before granting permission to commence the works or take possession of any property of the Crown as aforesaid.

Lights to be kept up during the construction of the bridge.

Proviso; consent of Governor to commencement of works.

20. It shall be lawful for the said Company, to enter into any agreement with any railway or railroad company or companies in the Dominion of Canada, or in the United States of America, for leasing the said bridge branch railway and other works or any of them, or the entire or partial use thereof at any time or times, or for any period; to such railway or railroad companies or for leasing or hiring from such company or companies any railway or railroad, or part thereof or the use thereof, or for the leasing or hiring any locomotives, tenders or moveable property, and generally to make any agreement or agreements with any such company or such companies, touching the use by one or the other or others of the bridge or railway or railways, or railroad or railroads, or moveable property of either or of any of them or any part thereof, or touching any service to be rendered by the one company to the other or others and the compensation therefor, and any such railway or railroad company or companies may agree for the loan of its credit (either by direct guarantee or traffic contract or otherwise) to or may subscribe to and become the owner of the stock of the company hereby created, in like manner and with like rights as individuals, and any such agreement shall be valid and binding, and shall be enforced by courts of law according to the terms and tenor thereof, and any company accepting and executing such lease, shall be and is empowered to exercise all the rights and privileges in this Charter conferred subject to the limitations and reservations (if any) in such agreement or lease expressed.

Agreements with railway companies for lease of bridge.

21. When the said Railway Bridge is completed and ready for traffic, all cars of all Railways or Railroads terminating at or near the Town of Windsor aforesaid, or in the State of Michigan, at or near the City of Detroit, now constructed or hereafter to be constructed (including the cars of any other Railway Company which may be brought over such Railways,) shall have the right to be hauled and forwarded over the said Bridge at corresponding tariff rates for the persons and property transported, so that no discrimination in tariff for such transportation shall be made in favour or against any Railway or Railroad whose cars or business may be forwarded over the Bridge.

All railway trains to be entitled to cross without preference.