

ian Pacific R<sup>w</sup>. Co. without stopping, and that during such period it shall not be necessary to have a man in charge of such crossing; (5) that the Canadian Northern R<sup>w</sup>. Co. be entitled to place a man in charge of such crossing whenever the said line is to be operated by that company upon giving to the Canadian Pacific R<sup>w</sup>. Co. at least 48 hours previous notice in writing of its intention so to do.

Thus far it will be seen that so long as the Canadian Northern R<sup>w</sup>. Co. is not operating its line, no necessity for having a man in charge of the crossing exists, and it is only when the Canadian Northern R<sup>w</sup>. Co. desires to operate its line that a man is to be placed in charge. Until the arrival of that time the Canadian Pacific R<sup>w</sup>. Co. was free to use its line for all proper and legal purposes without any hindrance at the crossing. The next material directions are (7) that the man in charge of the interlocking plant be appointed by the Canadian Northern R<sup>w</sup>. Co., and (8) that the Canadian Pacific R<sup>w</sup>. Co. bear and pay the whole cost of providing, maintaining and operating the interlocking plant, including the cost of keeping a man in charge of the crossing. With these should be read the stipulations of clause (6) that in the movement of trains of the same or of a superior class over the crossing, the trains of the Canadian Northern Co. have priority.

So that when the occasion for placing a man in charge arises his appointment is to be made by the Canadian Northern R<sup>w</sup>. Co. and he is to be paid in the first instance by it. The Canadian Pacific R<sup>w</sup>. Co. is to indemnify the Canadian Northern R<sup>w</sup>. Co. for the cost of keeping him in charge, but otherwise there is nothing expressed, which would give the Canadian Pacific R<sup>w</sup>. Co. any control over or power of interference with him in the performance of his duties. Complete control of the interlocking plant and of the man in charge is left to the Canadian Northern R<sup>w</sup>. Co., and in the movement of trains, its trains are to have priority. The evidence shews that the two companies so interpreted the effect of the order. The man in charge was invariably appointed by the Canadian Northern R<sup>w</sup>. Co. without any previous communication with the Canadian Pacific R<sup>w</sup>. Co., and it nowhere appears that it ever interfered with the man in the performance of his duties. It was, of course, open to the Canadian Pacific R<sup>w</sup>. Co. to complain to the Canadian Northern R<sup>w</sup>. Co. in case of neglect or failure of the man to