

stricting the preceding general language of the section, and confining the use of every crossing provided under this section to farmers' implements, farmers' carts and farmers' other vehicles, there is in the section itself nothing to warrant the view that it was intended to provide only for crossings for "farm purposes." On the contrary, the section extends to all lands across which the railway is carried. The word "farmers'" applies necessarily only to the word "implements." It does not necessarily qualify the words "carts and other vehicles." But, if it does, the phrase "convenient and proper for the crossing of the railway by farmers' implements, carts and other vehicles," describes, not the uses to which the crossing may be put, but the kind of construction which the railway company were required to provide, that is, a crossing so built and arranged that it should afford a suitable passage for farmers' implements, for carts and for other vehicles. Whatever the purpose for which the lands crossed by the railway are used, the owner shall not be entitled to require the company to provide or maintain any higher grade or better class of crossing than that so described. But it by no means follows that the use of the crossing is to be restricted to farm purposes.

Should the generality of the section as to the lands to which it applies be restricted by the caption and side-note "farm-crossings?" In my opinion, it should not. The fact that, if such a construction were to prevail, many properties not farms would be left unprovided for and much valuable land cut off from access to street or highway, affords a cogent argument against it. That marginal notes are no part of the statute is well established. The function of the caption or heading appears to be similar to that of a preamble, viz., to aid in explaining obscure, doubtful, or ambiguous language in the section or sections found under it: *Donly v. Holmwood*, 4 A. R. 555, 560; but not to extend or restrict the scope of terms plain and unequivocal. The heading must often be regarded as "inserted for the purpose of convenience of reference and not intended to control the interpretation of the clauses which follow:" *Union Steamship Co. of New Zealand v. Melbourne Harbour Trust Commissioners*, 9 App. Cas. 365, 369.

"In this Act . . . unless the context otherwise requires . . . the expression 'lands' . . . includes real property, messuages, lands, tenements, and hereditaments of any tenure." The onus is certainly upon those