

able manner, and to operate its business on the Joint Section so as to facilitate the business of the other party to the fullest extent compatible with safety and the convenient operation of the business of both parties.

40. In case any difference or dispute shall arise between 5  
the parties hereto in respect of the interpretation of this Agreement or of any matter in this Agreement mentioned, a settlement whereof is not otherwise herein provided for, it is mutually agreed by the parties hereto that the matter 10  
which may at any time be the subject of controversy shall be promptly referred to and determined by a single arbitrator to be mutually agreed upon by the parties hereto, whose decision shall be final and binding upon the parties hereto. In the event of the parties failing to agree upon 15  
such single arbitrator, the subject of controversy shall be promptly referred to and determined by the Board, whose decision shall be final and binding upon the parties hereto.

41. All notices to be given under this Agreement shall be in writing and may be served either personally or by mailing them postage prepaid and registered to the Secretary 20  
of the Owner at Montreal, Quebec, or to the General Superintendent of the User at Winnipeg, Manitoba, as the case may be.

42. If for any reason any covenant or agreement here-  
inbefore contained, not material to the right of the User 25  
to use the Joint Section or any portion thereof, shall be adjudged void by lawful authority, such adjudication shall not affect the validity, application or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any 30  
covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken or such other Agreement or Agreements shall be made as shall be advised by Counsel to carry 35  
into effect the purposes and intents herein expressed.

43. This Agreement shall subject to the consent of the proper lawful authority and subject to the sooner termination thereof as hereinafter provided continue in force for the period of twenty-one years from the date hereof, 40  
provided however that the parties hereto will promptly join and cooperate in applying to Parliament for the necessary legislation making this Agreement effective during a term of ninety-nine years from the date hereof and when such authority is obtained this Agreement shall be 45  
and continue in force for the said term of ninety-nine years from the date hereof—subject to sooner termination as herein provided.

44. The User hereby covenants and agrees with the Owner to commence operation over the Joint Section 50  
within one year from the date of this Agreement; Provided further that in the event of the User, or its successors or