

control and to dismissal by it. He made reports periodically to that company and only to it. The Pacific Company was not consulted or entitled to be consulted as to his appointment or retention, and had had no voice therein. It could not discharge or even suspend him and at the most could only complain of any misconduct by him to his employers the Northern Company—but no doubt had an ultimate right of complaint against that company itself to the Railway Commissioners. His wages were agreed upon between him and the Northern Company, and paid by that company without consultation with the Pacific Company, but were reimbursed by the latter company to the Northern. He was furnished by the Northern Company with its rules for crossings—he also had a copy of those of the Pacific Company, but it does not appear how he obtained them. The rules of both companies are in effect if not literally the same both being approved by the Board. It was necessary for him to have timetables of both companies, and they were furnished to him. The Northern Company superintendent says that company “gave instructions to him in connection with the operation. It does not appear that the Pacific Company gave any instructions. It is stated that generally the senior company—the company whose line is subsequently crossed by another—has the privilege of appointing the signalman at crossings. As the signalman was not required when the Northern Company was not operating that line or before the crossing was made it cannot be said that he was employed for the services of either company as regards danger from its own trains, appliances, or employees. He was authorised to use appliances and perform operations therewith on the Pacific Company’s property, but any danger he was there to prevent would be a common danger to both companies, and, therefore, more a danger of the Pacific Company, apart from danger to the Northern Company his employer. In setting the signals and rails properly for “safety” on the Pacific line he was doing no more than saying that his employers’ trains or track were not going to interfere with the train. In wrongfully moving the derauling appliance he was saying “There is danger to my employers property as well as to you.” What actuated him to do as he did does not appear, but it is not at all likely, and certainly is not proved that he was seeking to save the Pacific train alone from danger on the Pacific line—what