

14. The Owner shall, during the currency of this Agreement, permit the User, if it so desires, to have the use of the telegraph poles situate on the Joint Section for the purpose of carrying its telegraph and telephone wires for operating purposes only upon the following terms and conditions:— 5

(a) The User shall furnish its own wire, crossarms and other fixtures and supplies, and shall attach its wires on the poles of the Owner.

(b) The User shall pay to the Owner for the privilege granted by this paragraph an annual rental of Five Cents 10 (5c.) per pin for each wire strung on the poles of the Owner, which rental shall include the cost of ordinary maintenance which shall be performed by the Owner, but the User shall be responsible for and shall bear the expense of all renewals of its crossarms, wires and other fixtures. 15

(c) The User shall give the Superintendent of Telegraphs of the Owner, having jurisdiction over that portion of the line, reasonable notice of its desire to do any work on the poles of the Owner in connection with construction, maintenance or operation of the telegraph and telephone wires 20 of the User, and all such work shall be subject to the supervision of the said Superintendent of the Owner.

15. In the event of any engine, train or car of the User being wrecked while upon the Joint Section, the wreck shall be picked up at once and removed by the Owner and 25 the User, except as herein otherwise provided, shall pay to the Owner the whole cost and expense of and incidental to such service.

16. All employees of the Owner (other than enginemen and trainmen) engaged in maintaining, repairing or operating 30 the Joint Section, or in dispatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of the parties hereto, and enginemen and trainmen of any work train engaged upon the Joint Section in any 35 construction or maintenance work, shall, while engaged in such work, be deemed, for the purposes of this Agreement, joint employees of the parties hereto, but if any persons above mentioned or referred to are engaged partly in the maintenance, repair or operation of the Joint Section 40 and partly in service not connected therewith, then and in such case or cases they shall be considered as Joint Employees only when engaged in any work for the joint use and benefit of the parties hereto in connection with the Joint Section. 45

17. Save as herein otherwise provided, each of the parties hereto shall, as between themselves, be responsible for and shall assume all loss, damage, or injury to person or property which may occur on its engines, cars or trains, for all such loss, damage or injury which may be caused 50 by its engines, cars or trains (including damage by fire