pany's car that company is under no further obligation to him. He need not cross the tracks at all, but if he does and is injured there is no legal obligation on the Electric Railway Company whatsoever. Therefore, any measure which prevents a person or persons from being injured at the Grand Trunk Railway Company's crossing can be of no financial benefit whatever to the Hamilton, Grimsby and Beamsville Electric Railway Company.

Under these circumstances, I do not think that the Hamilton, Grimsby and Beamsville Electric Railway Company should be called upon to pay any portion of the cost. I would put 15 per cent. of the cost on the township, and the balance on the Grand Trunk Railway Company.

MILLS, COMR.:—I concur; but I am not fully satisfied as to the liability of the Electric Railway Company.

MCLEAN, COMR., Jan. 3rd, 1912 (*dissenting in part*):—I concur as to the protection. The Electric Railway, it is true, discharges its passengers south of the Grand Trunk Railway tracks, but these passengers are brought there by the electric railway, with the park as their objective point, and they are the people for whom this protection is especially designed. The electric railway clearly contributes to the danger, and I have, therefore, to dissent as to the proposed distribution of cost. The 85 per cent. of the cost which the Assistant Chief Commissioner would place on the Grand Trunk Railway, should, I think, be equally divided between it and the electric railway.

BOARD OF RAILWAY COMMISSIONERS.

NOVEMBER 6TH, 1911.

WELLAND v. CANADIAN FREIGHT ASSOCIATION.

13 Can. Ry. Cas. 140.

Freight Rate—Unreasonable—Application for Reduction—Discrimination—Fifth Class Rate—Only a Paper Rate—No Competition.

DOM. RW. BD. ordered that the freight rate on binder twine, from Auburn in U. S. A. to points in Canada, less two cents, should be the maximum rate to Welland, the present rate being unreasonable.