

division of the Owner extending from the point marked "A" to the point marked "B" as shown in pink and red on the said Plan hereto annexed, which said plan is hereby declared to be part of this Agreement, and all such additional lands, railway facilities and appurtenances as may, pursuant 5 to paragraphs 6 and 7 hereof or by mutual agreement between the parties hereto, or by Order of the Board or other competent authority, be acquired, set apart, provided or constructed for the use and benefit of the parties hereto, 10 upon and under the terms of this Agreement.

(b) The word "Board" wherever it occurs in this Agreement shall be taken to mean the Board of Railway Commissioners for Canada.

2. The Owner shall, subject to the approval of the Board and upon and subject to the terms and conditions herein 15 contained and to the observance and performance thereof by the User, permit the User, during the continuance of this Agreement, to have its tracks connected with the track of the Owner at the said points marked "A" and "B" on the said Plan, and to operate its engines, cars and trains 20 over the track of the Owner indicated in red on the said Plan.

3. The Owner shall, at the expense of the User, construct and maintain, in accordance with detailed Plans to be approved by the Board, the connections between the Joint 25 Section and the railway of the User.

4. The Owner shall, at the expense of the User, do the work of installing, operating, maintaining, renewing and replacing any interlocking or other safety devices that may be at any time required by law or public authority or which 30 may be deemed necessary by the Owner to be installed at the junctions of the Joint Section with the railways of the parties hereto. The User shall assume and pay the full cost of installing, operating, maintaining, renewing and replacing such connections and such interlocking or other 35 safety devices required in connection with said connections, which shall include the wages of towermen and all telegraph and telephone operators required on account of such connections and interlockers or other safety devices.

5. The Owner shall have charge, supervision and control 40 of the Joint Section and the maintenance and operation thereof, and shall pay the taxes thereon, if any, and shall maintain and at all times keep the Joint Section in good condition and repair, and suitable for the business of both parties hereto, and shall do all acts and things necessary 45 and proper for the operation thereof, and shall comply with all the regulations prescribed by law or by any duly qualified public authority with respect thereto for the safety of the public or otherwise.