

AGREEMENT
 between
ANN ARBOR RAILROAD COMPANY
 and
PERE MARQUETTE RAILROAD COMPANY

For Crossing Watchman at Superior Street, Alma, Michigan.

[Dated May 29, 1908.]

AGREEMENT, made this 29th day of May, 1908, between the ANN ARBOR RAILROAD COMPANY, party of the first part, hereinafter called "The Ann Arbor," and the PERE MARQUETTE RAILROAD COMPANY, party of the second part, hereinafter called "The Pere Marquette."

WHEREAS, the Michigan Railroad Commission has requested the parties hereto to install a crossing watchman at Superior Street, Alma, at the joint expense of both parties, and this agreement is made for the purpose of complying with the order of the Commission.

It is agreed as follows:

1. The Ann Arbor will employ a competent watchman at said crossing, to be on duty from 6:00 o'clock A. M. to 6:00 o'clock P. M. each day, and to be subject to dismissal on written complaint of either of the parties hereto. The wages for such watchman shall not be increased, except by consent of both parties hereto. The wages to be paid him shall not exceed \$45.00 per month.

2. The said watchman shall be paid by the Ann Arbor, and the Pere Marquette shall pay one-half of his wages within thirty days after presentation of bill for same by the Ann Arbor.

3. If a shanty or other protection should be required for the watchman, it shall be constructed by the Ann Arbor, and the Pere Marquette shall pay one-half of the cost of the same within thirty days after rendition of itemized bill showing cost of the same.

4. The said watchman shall be considered as the employee of the Ann Arbor at all times when he shall be attending to his duties at said crossing in connection with the passage thereover of Ann Arbor

Parties.

Recitals.

Covenants.

A. A. to employ watchman.
Hours of Service.

Wages.

A. A. to carry watchman and bill
P. M. for one-half. Bills to be paid within 30 days.

Shanty or other protection to be furnished by A. A. if required. P. M. to pay one-half cost within 30 days.

Liability.

trains, engines or cars. He shall be considered as the employe of the Pere Marquette at all times when he shall be attending to his duties at said crossing in connection with the passage thereover of Pere Marquette trains, engines or cars. Neither party shall be liable for any damage, loss or injury caused by the trains, engines or cars of the other party through the fault of said watchman, and each party shall save the other harmless from all cost and expense growing out of damage, loss or injury caused by the trains of the other party at or near said crossing.

5. This agreement shall be binding upon the successors and assigns of both parties hereto.

IN WITNESS WHEREOF, this agreement is executed in duplicate the day and year first above written.

ANN ARBOR RAILROAD COMPANY,

(Signed) By GEO. K. LOWELL,

Vice-President and

General Manager.

PERE MARQUETTE RAILROAD COMPANY,

(Signed) By WM. COTTER,

President.

Binding on
successors
and assigns.

Execution.