

a general thing the plaintiffs used the wharf on the east side of James street for the landing of passengers and freight from their steamboats, though there was nothing to that effect expressed in the agreement.

Upon the execution of the conveyance of 29th November, 1888, the agreement was treated by all parties as at an end. No further rent or other charges were paid under it, and the term mentioned in it came to an end on 1st May, 1890.

Contemporaneously with the making of the conveyance to the plaintiffs, an agreement was entered into between the plaintiffs and the defendants, bearing the same date, whereby, after reciting that the defendants own the wharf property on the west side on which they are carrying on business as wharfingers, carriers of freight and passengers, and coal-dealers, and the plaintiffs are the owners of the wharf on the east side of James street, described in the conveyance bearing even date with the agreement, and are engaged in business as carriers of passengers and freight between Hamilton and Toronto, Hamilton and Niagara, and the owners of certain steamboats used for the said purposes, and that the defendants are also owners of other wharf property mentioned in the agreement, and that it had been agreed between the parties, for the better protection and promotion of their interests, to enter into the conveyance and agreements thereafter set forth, the parties mutually covenanted and agreed with each other that for 20 years the defendants should not transact at any of their wharves any passenger business between Hamilton and Toronto, or Hamilton and Niagara or Lewiston, or intermediate ports, or would not allow any vessels belonging to others to call at, touch, or transact any such business at, any of their wharves. Then follows a proviso that the defendants shall be at liberty to transact and permit others to transact through-passenger business at their said wharves between Hamilton and all points except Toronto and Niagara and intermediate points; and to transact their freight and other business with any other company, free from all control or interference of the plaintiffs.

During the season of 1888 the steamboats which the plaintiffs used in their business of carrying passengers from Hamilton to Toronto and Niagara, and intermediate points, were the Macassa and Modjeska. During the same time the