

ning along their right of way from Napanee to Tamworth via Yarker.

Subsequently the defendants constructed extensions of their railway between Yarker and Sydenham, between Tweed and Tamworth, and between Tweed and Bannockburn, and between Napanee and Deseronto. The latter extension was built in 1903, when the defendants ceased to operate their line of railway between Deseronto and Deseronto Junction, removing part of the material which had entered into its construction, and practically abandoning this section of railway.

The extension of the railway from Tweed to Bannockburn, above referred to, was built in the year 1903, but the plaintiffs did not construct a telegraph line directly between these points, but, instead, built, for commercial purposes, in order to serve the general public, a line which took a circuitous route, and, this not meeting the requirements of the company, the latter, in consequence, built a direct telegraph line of their own between the two points in question, in the year 1906, at a cost of \$4,509.24.

Subsequent to these agreements, the plaintiffs, at intervals, built a telegraph line upon the defendants' right of way between Deseronto and Sydenham, and between Yarker and Tweed, and also certain branch lines therefrom, running off the defendants' lands, over which the defendants enjoyed no rights under the agreements. The plaintiffs' telegraph system in all embraces about 2,000 miles of pole line, 56 miles thereof only being along the defendant company's right of way, the remainder extending throughout the country, for the purposes of the plaintiffs' business with the general public. These agreements each contain a clause in the following words: "The railway company to pass free the inspectors, linesmen, and repairers of the telegraph company, and their tools and stores for construction and maintenance of said lines and any extensions thereof."

Prior to the year 1904 annual railway passes for the plaintiffs' inspectors, linesmen, and repairers, were issued, good for all the defendant company's passenger trains, but for the years 1904, 1905, and 1906 passes were issued good only on trains Nos. 1 and 6, between Deseronto and Napanee, not good north of Tweed, and part of the plaintiffs' claim is for railway fares paid during these years for transportation of their inspectors, linesmen, and repairers, by other than trains Nos. 1 and 6. For the year 1907 no