

to have so full a meaning, were not meant to include every sum of money received by the defendants, and which in the ordinary course of book-keeping would go to the debit side of their accounts, under the heading of "receipts." For one or two examples, to make this plainer, the moneys received from the sale of bonds, authorized by the Act of 1893, though obviously part of their gross receipts of money, quite as clearly are not part of the "gross receipts" in which the plaintiffs are entitled to share; so, too, gifts from any of the adjoining municipalities, or from any person, to induce the defendants to construct and operate a railway in such municipalities, are clearly part of the defendants' "gross receipts," but as clearly are not comprehended in the agreement. So that a line has to be drawn, a division made, somewhere in all that can come under the word receipts. The plaintiffs doubtless rejected the words "traffic receipts" and "earnings" as well as "profits" for the reasons before mentioned, though the word "earnings" would have been a more certain word and is often used in such a case; the words "gross receipts" are however used in the present general enactments before referred to.

Again, it can hardly be that, if the defendants had constructed or should construct one or more quite separate railways in the adjoining municipalities, the receipts, of any kind, from them would be required to pay toll to the plaintiffs—would be within the meaning of the words in question. Reading the agreement in the light of the surrounding circumstances—putting oneself, as nearly as possible, in the position of these parties at the time of making of the contract, it seems to me reasonably clear that the somewhat ambiguous words "gross receipts" include and were intended to include at least all traffic receipts in connection with the defendants' railway system operated in the city of Hamilton, and that the short extensions of the railway beyond the city limits are really a part of that system as much as if the objective points of such extensions had happened to have been within instead of without the city. The extensions were made for the use of the occupants of the city, and for the money to be made out of them. Neither the mere fact that other than city passengers may sometimes use the extensions as part of the city system, nor the possibility that a passenger may by chance begin and end his journey without the city, can make any difference. The extensions are yet in no sense part of a system, either separate from or connected with the city system, of any of the adjoining municipalities, but are in all essentials part of the city railway.