

assistance is afforded in a general way by the many English and Canadian cases cited at the trial, as well as from some of the United States cases collected in the article upon Street Railways contained in the 2nd edition of the American and English Encyc. of Law, especially those referred to on p. 22 of vol. 27, and *Corn v. United States Express Co.*, 157 Penn. St. 579, I have found none which quite governs this case. In the Montreal case, for instance, although at first sight so much like this case, there are really many important differences; indeed, many things which seem to have more or less moved Girouard, J., to the opinion expressed by him, are clearly wanting in this case: I shall mention but two out of many differences, of more or less moment, between the cases; there the covenant was limited expressly to gross earnings from "its said railways;" here there is not that limitation, but the covenant is to pay "on their gross receipts" without any expressed limitation; and there at the time of the making of the contract the railway extended beyond the city limits; here it was not so; everywhere the agreement provided for a railway within the city wherever locality was mentioned.

There will be judgment for the plaintiffs upon all points, and the counterclaim will be dismissed, both with costs. If the parties cannot agree as to the amount, that will be ascertained by the proper local officer and inserted in the judgment.

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