The agreement under consideration is in substance the grant for a lengthened term of valuable rights upon the streets of the city of Toronto: the conditions incorporated in it are the terms upon which defendants sought and acquired those rights. These documents must be taken to have been intended adequately to provide for the operation of a street railway in a large and rapidly growing city, and to ensure a service suited to its wants and satisfactory to citizens of reasonable expectations. Consistently with these requirements, it must be assumed that both parties contemplated an arrangement reasonably advantageous to defendants as a commercial corporation. The agreement and conditions must be read in the light of these facts and in a broad and liberal spirit, the particular provisions being construed so as best to effectuate these general purposes, where the language employed fairly permits of such construction.

That both parties had in view a single system of surface street railways for the entire city of Toronto for a period of 30 years is abundantly plain; . . . both, dealing not with the conditions of the moment, but with the privileges to be enjoyed and services to be rendered for a period of 30 years, must be taken to have intended by the words "in the city of Toronto" whatever that phrase might describe at any time during such 30-year period.

I have no doubt that the provisions of this agreement, onerous as well as advantageous, were meant to apply and do apply to extensions of the city during the term of the agreement.

Upon examining the provisions of the conditions with regard to the matters covered by the first and the second questions of the special case, a striking contrast is apparent between clause 14, which, in regard to new lines, not only requires the approval of the city engineer's recommendation by the city council, but also that the period within which such recommendation should be carried out by the company shall "be fixed by by-law to be passed by a vote of two-thirds of all the members of the city council," and clauses 26, 27, and 28, under which the city engineer is to determine certain other matters subject only to "approval by the city council," presumably by a vote of a majority of the members present not being fewer than a quorum. Why this difference? Why such provision at all, if the company is itself entitled to decide what shall be done in respect to matters covered by these clauses?

The city engineer appears to hold, in regard to the parties to this agreement, a position not unlike that held by the