

passes were issued, and part of the plaintiffs' claim is for railway fares paid for their inspectors, linesmen, and repairers during that year.

After the pass system had been in force for some years, a dispute arose between the parties as to the extent of the right of the plaintiffs to free transportation, they contending that they were entitled thereto by all regular passenger trains, and for all purposes whatsoever in respect of their named employees, whilst the defendants contended that the right was limited to transportation for the purposes of construction and maintenance of the plaintiffs' line and extensions thereof, along the defendants' line of railway, and to this latter extent the defendants were always ready and willing to grant such free transportation.

The plaintiffs, however, refused to accept any limited transportation, paid the railway fares of their men when travelling on the defendants' railway, and brought this action to recover the amount so paid.

One question then to be here determined is the meaning of the clause above quoted. The original agreements containing the clause were not filed, and a copy only of the agreement with the Bay of Quinte Railway Company appears amongst the exhibits.

It was at the trial admitted that the two agreements, *mutatis mutandis*, were identical in language, but plaintiffs' counsel, in his written argument put in, states that in one of the agreements, though not in the other, a comma appears after the words "telegraph company." The presence or absence of such comma in no way affects the meaning of the clause. In my opinion, the words "construction and maintenance" qualify the words, "inspectors, linesmen, and repairers," and also the words, "their tools and stores."

It may further be observed that if such is not the legal interpretation of the clause, then it would provide two different kinds of free transportation, namely, unlimited transportation for the men and limited transportation for the tools and stores. It does not, I think, admit of such interpretation. The only object of such free transportation is clearly stated, namely, "construction and maintenance," &c. The named employees, it may be assumed, would require tools and stores in connection with the work of construction and maintenance. These tools and stores, for such purposes only, were entitled to be passed free, and also the