

# The Ontario Weekly Notes

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## HIGH COURT OF JUSTICE.

SUTHERLAND, J.

JULY 4TH, 1912.

### SUNDY v. DOMINION NATURAL GAS CO.

*Contract—Construction—Supply of Natural Gas—Breach—Damages—Continuing Breach—Costs.*

An action for an injunction and damages in respect of an alleged breach of an agreement.

J. A. Murphy and R. S. Colter, for the plaintiffs.

J. Harley, K.C., and A. M. Harley, for the defendants.

SUTHERLAND, J.:—In or about the year 1896, natural gas was discovered in the county of Haldimand, at or near Attercliffe station. The plaintiffs, Sundy, Strome, Kenny, and one Harold Eagle, were then residing at or near that station. They or one of them drilled a well; and, some time after, when there was talk of others piping the gas from that field to the city of Brantford, a second well was put down to insure, as far as practicable, to them and those to whom they might see fit to sell gas, a continued supply. The plaintiffs obtained a supply of gas for themselves at their respective dwellings, and also sold some to others.

A company was incorporated by them with a capital stock of \$2,000, under the name of the Attercliffe Station Natural Gas Company Limited. Each of the named persons became a shareholder therein, and the company commenced to do business, and was apparently succeeding and paying dividends.

On the 25th March, 1902, a written agreement was entered into between the company and H. Cockshutt and W. J. Aikens, by which a new company was to be formed to take over the holdings of the original company. Under this agreement the named plaintiffs and Eagle were to and did take stock in the new company in the proportions of their holdings in the old company. It was also agreed that they should have, "in addition, gas for