contend that so long as the company could do so on a commercial basis, and without loss to themselves, they had lived up to the contract, and that the moment they could not do so the contract was at an end.

The effect of the contract entered into on the 16th December, 1902, between the plaintiffs and the defendant company is, I think as follows: That the company would supply to the plaintiffs gas free for use in their private dwellings so long as they lived at and adjacent to Attercliffe station, and gas was obtainable in the Attercliffe station field sufficient for that purpose. It is clear that when the defendants refused to further supply the plaintiffs, there was still gas in that field from wells owned by the defendants, sufficient to supply the plaintiffs for use in their private dwellings. It is clear that there is still gas in that field which the defendants are at the present piping to Dunnville by way of the Dilks road. It is said that the pressure in the wells in that field, still owned by the defendants, fluctuates and at times it might be difficult to pipe any gas from these wells to Attercliffe station. It appears that at other times it would be quite practicable. It is plain also that if the defendant company had not parted with the wells which they owned, they would have been in a position ever since they cut off the supply from the plaintiffs to supply them as the present owners of those wells are now doing. The defendant company might have qualified their contract with the plaintiffs by the introduction of a clause such as that they were only to continue to supply so long as gas continued to be found in the Attercliffe station field in paying quantities, or so long as they could supply the same without loss to themselves. They did not do so. It has been laid down that "when the party by his own contract creates a duty or charge upon himself, he is bound to make it good, notwithstanding any accident or inevitable necessity, because he might have provided against it by his contract." *Clifford* v. *Watts* (1870), 40 L. J. C. P. 36; Law Reports 5 C. P. 586. Reference to Leake on Contracts, 6th Canadian ed., 495; *Wallbridge v. Gaujot,* 14 A. R. 460 (affirmed 15 S. C. R. 650); *Ridgeway* v. *Sneyd,* 1854 Kay. 632; *Gowan* v. *Christie,* L. R. 2 Sc. Ap. 273: "At common law the mere fact of 'unworkability to profit' affords no ground for redusing or throwing up a lease of minerals, which are in their nature subject to many vicissitudes."