

transmit it to its customers. Just what that pressure was must have been known to the respondents, through Aikens. It is also to be noted that the price of the Waines gas was 16 cents up to the 1st May, 1913, and of the gas under the contract with Aikens Lalor & Beck 13 cents to 1st October, 1913; while under the contract sued on it was 20 cents up to the 1st April, 1912, and 16 cents thereafter, and that trouble does not occur until the price of the respondents' gas is lowered to 16 cents. As that was the price of the Waines gas there was no reason to favour one as against the other.

The agreement sued upon in this action recites these two prior contracts and the provisions therein as to pressure and proceeds:

"The contractors (the respondents) agree to sell and deliver to the company at its meter house in the town of Dunnville . . . against the line pressure, from time to time, in the company's line at that point having regard to the contracts aforesaid, all the natural gas . . . which is now being or which may be hereafter obtained from the lands now leased or controlled by the contractors . . . in such amounts as they shall have available for delivery at the rate of 20 cents per 1,000 cubic feet up to April 1st, 1912, and after that at the rate of 16 cents per 1,000 cubic feet to May 1st, 1913, and thereafter at the rate of 20 cents per 1,000 cubic feet."

The gas was to be delivered through two standard meters in the company's meter house at Dunnville and the average of the readings of the two meters was to be taken as the correct measurement. These meters were equipped with recording volume and pressure gauges.

The contract further provided that it was to remain in force only so long as the contractors were able to deliver gas at a pressure sufficient to enable the company to transmit it to the United Gas Co. at its line in Winger. A report of the daily meter readings of gas sold was to be mailed each day by the contractors.

The question is as to the meaning of the words in the contract "deliver against the line pressure from time to time in the company's line . . . having regard to the contracts aforesaid."

It is to be observed that while the obligation of the United Gas Co. not to maintain a pressure in its own pipe