

before selling them to other persons. By that time some of the wells had been abandoned as useless, and the others they then sold for sums representing approximately the cost of the casings therein.

The position of the defendant company in this action is that when the plaintiffs sold out to them in February, 1905, it was in the contemplation of all parties that the gas was being or would be piped from the Attercliffe field to Dunnville, where there was a considerable population to be supplied, and that the result would inevitably be to cause the Attercliffe field to be sooner exhausted than it otherwise would. They say that the pressure in the wells in the Attercliffe field having run down to a point where it was not commercially feasible to continue to pipe from those wells, they were justified in discontinuing operations therein, and in declining further to supply the plaintiffs with gas free at their dwellings.

Since April, 1911, the plaintiffs have been obliged to secure their supply of gas from the purchasers of these wells, and have so obtained it, and apparently it has cost them in the neighbourhood of \$50 to \$60 a year.

In this action the plaintiffs assert that on the 25th April, 1911, the defendants in violation of said agreement of 2nd February, 1905, shut off and refused to supply them further with free gas, and still refuse to supply them therewith. They ask in consequence "an order restraining the defendants from the continuance of the said breach" and damages therefor.

It appears that while the main pipe line from Attercliffe station to Dunnville has been taken up, the defendant company is still drawing gas from wells in the Attercliffe field, which they still own, and piping it by another line along the Dilks road to Dunnville. Defendants say that these wells are not wells which were owned by the plaintiffs or the Imperial Company, but wells put down by the Dunnville Company before the merger. These wells are about a mile east of the Attercliffe station, and there was a line from the Dilks road to Attercliffe station formerly, which is said to have been taken up after the main pipe line from Attercliffe station to Dunnville was taken up.

The plaintiffs contend that as the contract to supply them with free gas is an unconditional one the defendant company must continue to supply them or else pay damages consequent upon their failure. The defendants, on the other hand,