

to the square inch at the point of delivery the company is unable to market the quantities agreed to be purchased, its obligation to pay shall be limited to the extent to which it can receive delivery at such pressure.

The second contract, which was between Aikens, Lalor & Beck and the appellants, recites the contract as amended, and the agreement of the appellants with the United Gas Co. to transmit the Waines gas through the appellants' line. The provision as to the delivery of the gas at a pressure of 50 pounds is recited in these words: "Provided that a greater pressure is not maintained in the company's line between Dunnville and Winger." The contract then proceeds:—

"And whereas the company desires to recognise the obligations of the United Gas Company binding on it under the said Waines contract in so far as the transmission of the Waines gas through its line is concerned, and whereas the company has agreed . . . to lay a line . . . of such capacity as to transmit the gas herein agreed to be purchased for delivery to the company at such a pressure as will enable it to be transmitted to the lines of the United Gas Company . . . having regard to the conditions as to pressure aforesaid."

Then follow provisions for the supply of specified quantities of gas and for such additional gas to the extent to which the company shall secure customers therefor.

The contract provides for its continuance on certain conditions, one of which is, so long as the contractors are able to deliver gas at a pressure sufficient to enable the company to transmit it to its customers. The result of these two contracts, so far as it affects the parties to this appeal, is that the Waines gas was to be delivered at a pressure of at least 50 pounds to the square inch, and that in order that that pressure should enable the gas to enter the company's main, the company was not (and this is the provision) to maintain a pressure in its pipe of more than 50 pounds. This restriction, though not in terms made applicable to the appellant, is recognised as an obligation of the United Gas Co. in second contract and in the one sued on. Under the second contract the obligations of the United Gas Co. as to pressure were recognised and the Aikens gas was to be delivered at a pressure sufficient to enable the company to