

was quite high on others. That pressure and the shutting down of the wells brought the matter pointedly to the notice of the respondents. No complaint was then made. Pressure then fell off, and in August, during the first twelve days, the pressure in the respondents' pipes averaged only 15 pounds. (The month's pressure in Ex. 8, given for August is 6, but that is arrived at by excluding these twelve days). It is in August that both parties admit something was said about the gas. Aiken asserts that he said they were not taking gas according to contract (p. 20), but admits that before December 28th, 1912, his previous complaints were more or less of a general character urging the appellants to take more gas (p. 22), and that he cannot recall a request to put more wells in the summer of 1912 (p. 33).

Price, appellants' manager, admits the complaint in August, 1912, Aikens wanting to know if they could not take more gas, and he told him they were taking all they could sell at the time (p. 45). Price says he asked Aikens to turn on more wells during the summer of 1912, and thinks it was in July or August (p. 50). Fuller is more definite and says he interviewed Aikens twice in July or August, 1912, about the shortage of gas and obtained a promise to have more gas turned on (p. 55).

If the records are of any use by way of comparison they indicate that in July and the first twelve days of August the respondents' supply of gas was smaller than in April, May and June, and in the latter part of August and later months, and what is called a complaint on the one side may have been really a request to allow more gas to be furnished, the eight wells having then been shut about six weeks, but just when is not stated. The gas under the Kindy contract was received in August. In September one well of the respondents was turned on, and on November 29th, seven more. On October 29th, 1912, Aikens, Lalor & Smith made a contract with the appellants for supplying all the gas they had or might develop from a field in the township of Dunnville, and reference is therein made to a contract entered into at the request of the contractors and on the same day with Lalor (one of the respondents) to take all his gas from a field in the township of Sherbrooke. Gas under this contract began to be delivered on the 19th December, 1912, and not till after that and on 28th December, 1912, was any formal complaint made that the appellants