

In the year 1905 the Peoples Company is said to have been "absorbed" by the defendant company the Dominion Natural Gas Company Limited, and in connection with this arrangement a written contract was on the 2nd February, 1905, entered into between the Dominion Natural Gas Company Limited, of the first part, and Eagle, Strome, Sundry, Reilly and Kenny of the second part, which is in part as follows:—

"Whereas the parties of the second part hereby agree to sell, sign, convey and transfer their stock now held in the Peoples Natural Gas Company for par value of same to be paid forthwith by W. J. Aikens; Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows: The parties of the second part shall be entitled to receive from the parties of the first part gas free for use in their private dwellings at and adjacent to Attercliffe station, in accordance with the agreement entered into with the Imperial Natural Gas Company on the 16th day of December, 1902. It is understood that this agreement is to extend to the successors and assigns of the parties of the first part."

The plaintiff Strome obtained from the company a contract bearing the same date by which the company agreed to supply to him and his heirs a certain amount of free gas along any of its pipe lines in case he removed from Attercliffe station. This is not of importance in this action as he is still living at or near Attercliffe station.

Each of said named plaintiffs and Eagle was paid in cash under said agreement the par value of their stock amounting to \$444.

Sometime after said last mentioned agreement Harold Eagle died, and the plaintiff Rosinia Eagle is said to be his heir-at-law. It was agreed by counsel at the trial that she was not properly a party to the action, and her name was struck from the record. The defendant company continued to supply the plaintiffs Sundry, Strome, and Kenny with natural gas free of charge down to April, 1911, when they discontinued doing so, and took up the pipe line between Attercliffe station and Dunnville.

There is some disagreement between the parties as to whether after discontinuing the supply to the plaintiffs in April, 1911, the defendant company did or did not first offer to sell to them certain wells in which there was still some gas available, apparently, for purely local purposes