

Natural Gas Company Limited. Each of said named persons became a shareholder therein, and the company commenced to do business and was apparently succeeding and paying dividends.

On the 25th March, 1902, a written agreement was entered into between the company and H. Cockshutt and W. J. Aikens by which a new company was to be formed to take over the holdings of the original company. Under this agreement the said named plaintiffs and Eagle were to and did take stock in the new company in the proportions of their holdings in the old company. It was also agreed that they should have "in addition gas for their private dwellings free for ordinary purposes." The new company was incorporated under the name of the Imperial Natural Gas Limited. A supplemental agreement, dated 16th December, 1902, was made between the original company and the individual shareholders thereof and such new company. This agreement contained a clause referring to the shareholders of the original company, including the said named plaintiffs and Eagle, by which they became "entitled to receive" from the new company "gas for ordinary purposes for use in their private dwellings at and adjacent to Attercliffe station in accordance with the agreement recited in the premises," which agreement alleged to have been recited in the premises was no doubt the agreement of March 22nd, 1902.

The Imperial Company proceeded to extend its operations in the Attercliffe gas field, and in doing so drilled 9 new wells. They also continued to supply the plaintiffs with free natural gas at their dwellings. There had been a company known as the Dunnville Natural Gas Company operating near the town of Dunnville several miles distant from Attercliffe station and supplying gas for the use of the inhabitants of that town. These two companies, the Imperial and the Dunnville company, were merged into a new company called the Peoples' Natural Gas Company, in which the plaintiffs again took stock in exchange for their stock in the Imperial Company, and they say in evidence that they were to continue to have free gas as before. It was apparently understood at the time of this amalgamation that gas was to be piped from the Attercliffe field to Dunnville and a pipe line was thereafter put down for that purpose and gas was piped there.