THE COURT (MEREDITH, C.J., MACMAHON, J., TEETZEL, J.) held that defendants did not agree to do more than to pay according to the schedule of rates indorsed on the back of the agreement for the electrical energy supplied by plaintiffs, which was to be determined prima facie by the register of the meter or indicator used for measuring the quantity supplied, unless the price of the quantity supplied in the year, after adding meter rent and deducting the discount allowed, should be less than $12, in which case the obligation of the defendants was to pay $12 for the supply of the year. There was no agreement on the part of defendants to use and pay for the whole or any part of the supply which plaintiffs undertook to furnish, but only to pay for so much of it as should be used by defendants as shewn by the meter, unless at the contract rates the amount payable for what was used should be less than $12, and in that case the agreement of the defendants was to pay $12. A term not expressed in the contract ought not to be implied unless there arises, from the language of the contract itself and the circumstances under which it is entered into, such an inference that the parties must have intended the stipulation in question that the Court is necessarily driven to the conclusion that it must be implied: Hamblyn v. Wood, [1891] 2 Q. B. 488. Looking at the contract in a reasonable and business way, there is no necessary implication that both parties contemplated an undertaking by defendants that, if they used electricity for lighting their premises, they would take their whole supply from plaintiffs, or even that they would take their supply to the extent of what should be used by 125 incandescent lamps of 16 candle-power.

Appeal allowed with costs and action dismissed with costs. Cross-appeal dismissed without costs.