

a centrifugal pump, lake hopper, land hopper, a small boiler to supply stone to the kilns, another small boiler to supply the centrifugal pump, a jet pump, and at least two other small boilers. They had also a cable hoist in course of construction. The only additions to the this plant from the time of the sale of the leases to the Erie company down to the time of the sale of plaintiffs' business in 1902, to the Empire company, was the addition of a second cable hoist and two additional lime kilns and another small boiler. The plaintiffs contended that under the agreement of 6th April, 1891, and the further document of 20th April, 1891, completing the sale of the leases, they were entitled to a reservation of sufficient gas to supply their plant then operated, on the property, so that they could continue their business. On 6th April, 1891, the plaintiffs were getting gas for this purpose from the "main" through which the gas flowed to supply consumers, and was delivered by the Erie company in the enlarged business of supplying gas which they, after their purchase, carried on.

After 6th April the plaintiffs continued to get their gas as before until 18th July, 1894. On that day the Erie company sold out to the defendants the Provincial Natural Gas and Fuel Co., and the latter company immediately cut the plaintiffs off.

The plaintiffs then brought an action to restrain the Provincial company from interfering with plaintiffs' supply. This action was carried to the Supreme Court, 26 S. C. R. 181, and the plaintiffs failed. The present action was commenced on 20th July, 1896. The plaintiffs asked to have the instrument of transfer of 20th April, 1891, from them to the Erie County Natural Gas and Fuel Company, rectified and reformed by inserting therein, in apt terms, a provision securing to the plaintiffs gas from the wells mentioned, sufficient to supply the plant then operated or to be operated by the plaintiffs on their property, or otherwise, so that the said instrument might express the true agreement between the said parties. The action was tried before the late Chief Justice Armour, and judgment was given by him on 28th April, 1897, and was, so far as at present material, as follows: that the conveyance dated 20th April, 1891, be reformed as of that date by inserting therein before the attestation clause the following words: "It is understood that the parties of