

(i.e., all, whether obligatory or optional) "through its line is concerned, and also to recognize its obligation to the said Aikens, Lalor & Beck to purchase and transmit gas pursuant to the said contract with them."

It then goes on to provide that the respondents have "agreed to sell and deliver to the company at its meter house in the town of Dunnville in the county of Welland, against the line pressure from time to time in the company's line at that point, having regard to the contracts aforesaid."

I think this contract cannot be construed so as to disregard the fact that the pressure against which the respondents were to deliver was the line pressure created by the conditions provided for in the Waines and Aikens, Lalor & Beck contracts, which might, and was specified to be, the delivery at not less than 50 pounds pressure of an agreed quantity of gas, and more, if the appellants had customers for it. To read it as the respondents contend is to require the appellants to find an outlet for all the respondents' gas, whenever delivered and at whatever pressure they chose to give it, notwithstanding the fact that the deliveries of the gas under the prior contracts might create conditions which would, having regard to those contracts, raise the pressure beyond 50 pounds and produce a volume of gas sufficient to feed all that the customers in St. Catharines could take at the time or times in question.

The provision in the contract sued on that the respondents were not "at any time or times" to turn gas into the appellants' main without reasonable notice, nor to turn it off without consent, indicates that the situation in which the appellants might from time to time be, would be such that they could not take the preferred gas, and had the right to require reasonable notice so as to enable them to arrange with the prior contractors.

The following passage from the learned Master's report indicates an agreement on the part of the respondents with the general view of the contract which I have taken, though not perhaps in its application. He says: "Now, if the gas being delivered by Waines & Lalor, *et al*, created a pressure of 50 pounds to the square inch at the point of delivery of plaintiffs' gas, the plaintiffs could not, and say they would not complain, for it was expressly agreed that