

clear that he was entrusted by them with the duty of driving the car. The five men in the motor-car were the persons having the control of it; and probably that was what the jury thought: see their answer to question 3, which is inconsistent with their view being that Scott alone was in charge of it.

The appeal should be allowed with costs and the action be dismissed with costs.

Appeal allowed.

FIRST DIVISIONAL COURT.

FEBRUARY 20TH, 1920.

*DOMINION SUGAR CO. v. NORTHERN PIPE LINE CO.

Contract—Supply of Natural Gas—Order of Ontario Railway and Municipal Board—Powers of Board—Control of Supply and Distribution—Natural Gas Act, 1918, 8 Geo. V. ch. 12—Construction and Operation—Interference with Contract of Parties—Rate of Payment for Gas Supplied—Order of Board Made without Hearing Plaintiffs as to their Contract—Right to Shut off Gas in Default of Payment of Demands—Injunction—Interim Order—Costs.

Appeal by the defendants from the judgment of FALCONBRIDGE, C.J.K.B., 16 O.W.N. 249.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, JJ.A.

W. N. Tilley, K.C., and J. G. Kerr, for the appellants.

Wallace Nesbitt, K.C., and J. M. Pike, K.C., for the plaintiffs, respondents.

HODGINS, J.A., reading the judgment of the Court, said that the respondents were consumers of natural gas, and brought this action against the appellants, who were producers and transmitters of it. Under various agreements, of which the principal one bore date the 8th October, 1909, the respondents were entitled to a supply from the appellants of natural gas to the full extent of their requirements, at 12 cents per 1,000 cubic feet. This privilege was to last so long as gas was or could be produced and supplied from certain territory therein designated; and, subject to the requirements of the respondents, the appellants could supply gas for domestic use and for operating gas-engines in the town of Wallaceburg.

The respondents obtained an interim order enjoining the ap-