

The judgment of the Superior Court, which is confirmed, was rendered by Mr. Justice Letellier, on February 20, 1914.

The supply of water to the villages of La Malbaie and of Pointe-au-Pic flows through the same pipe from certain springs as far as a place called "la Croisée-des-Chemins" where there is a bifurcation of pipes, and thence the water runs by two separate pipes to each village. On December 22, 1906, the respondent bought from appellants, the owners of said aqueduct, the branch of the village of La Malbaie, and also the undivided half of the pipes which led from the springs to "la Croisée-des-Chemins" and of the collecting reservoir, with also the vendor's rights, privileges and franchise related to. The following clause was stipulated: the vendors obliged themselves "de fournir à toujours, tant à même lesdits lacs, réservoir et prise d'eau, qu'à même un autre tuyau d'alimentation qui va capter l'eau sur la propriété appartenant à E. M. . . . ., l'eau nécessaire pour alimenter ledit système actuel d'aqueduc d'une façon suffisante et convenable".

The appellants by their actions complain that the respondent has used and is using the water for other objects than those mentioned in the contract, namely for supply of factories, laundries, railway locomotions, skating rinks, firehydrants and upon extension of new streets in the village; that the municipality has neglected to prevent householders from wasting the water. The appellants claimed \$5001.30 for value of water drawn in excess of the supply covenanted for; and asked for an injunction to stop the municipality from using the water for the above purpose.

The defence was that the municipality used the water