

bound to deliver at a pressure greater than 50 pounds, his gas must be likewise at once consumed or delivered in St. Catharines so as to enable the respondents to deliver it against a pressure only of 50 pounds. I do not see in the contract any such onerous provision as to finding customers to consume gas delivered under such conditions, and if it was intended it would no doubt have been stated, as it is in the Waines' contract in the form of an absolute obligation to take a specified quantity or to pay for it whether taken or not.

It is further said that in taking the respondent's gas at a pressure of say 70 pounds, or any figure greater than 50 pounds, when the line pressure was only 50 pounds, the pressure would tend to equalize at a point between 70 and 50 pounds, and that unless it was at once reduced by deliveries in St. Catharines it would so remain or rise towards rock pressure, and that, therefore, it was the duty of the appellants to so feed at St. Catharines as to reduce and keep the pressure at or under 50 pounds. A careful perusal of the various contracts does not, in my judgment, warrant the conclusion that the respondents' contentions are correct. The Waines contract makes the appellants liable to pay for a specified quantity of gas, whether they take it or not, and entitles them to take additional gas "to the extent to which the company shall secure customers therefor." By reason of the obligation to take the specified quantity of gas, and also on account of the right to take more, it seems natural that provision should be made as to the pressure of delivery of the Waines gas, and also as to the appellants' own line pressure, which they were bound to preserve in order to create sufficient flow for their customers in St. Catharines. This is further enforced by the provision that Waines should not at any time or times turn in gas into the main nor turn it off without the company's consent being first obtained.

The contract sued on must be read as subject to the prior obligation of the appellants to Waines and Aikens. Lalor & Beck to take all the gas contracted for on the conditions as to pressure specified. Its provisions are not merely limited to pressure. It recites that the respondents desire "to recognize the obligation of the United Gas Company, Limited, binding on it under the Waines contract, in so far as the transmission of the Waines gas"