

into with the Imperial Natural Gas Company on the 16th day of December, 1902. It is understood that this agreement is to extend to the successors and assigns of the parties of the first part."

Each of said named plaintiffs and Eagle was paid in cash, under the said agreement, the par value of their stock, amounting to \$444.

Some time after the last-mentioned agreement, Harold Eagle died, and the plaintiff Rosina Eagle is said to be his heir-at-law. It was agreed by counsel at the trial that she was not properly a party to the action, and her name was struck from the record. The defendant company continued to supply the plaintiffs Sundy, Strome, and Kenny with natural gas, free of charge, down to April, 1911, when they discontinued doing so, and took up the pipe line between Attercliffe station and Dunnville.

There is some disagreement between the parties as to whether, after discontinuing the supply to the plaintiffs in April, 1911, the defendant company did or did not first offer to sell to them certain wells in which there was still some gas available, apparently, for purely local purposes, before selling them to other persons. By that time some of the wells had been abandoned as useless, and the others they then sold for sums representing approximately the cost of the casings therein.

The position of the defendant company in this action is, that, when the plaintiffs sold out to them in February, 1905, it was in the contemplation of all parties that the gas was being or would be piped from the Attercliffe field to Dunnville, where there was a considerable population to be supplied, and that the result would inevitably be to cause the Attercliffe field to be sooner exhausted than it otherwise would. They say that, the pressure in the wells in the Attercliffe field having run down to a point where it was not commercially feasible to continue to pipe from those wells, they were justified in discontinuing operations therein, and in declining further to supply the plaintiffs with gas free at their dwellings.

Since April, 1911, the plaintiffs have been obliged to secure their supply of gas from the purchasers of these wells, and have so obtained it, and apparently it has cost them in the neighbourhood of \$50 to \$60 a year.

In this action the plaintiffs assert that on the 25th April, 1911, the defendants, in violation of the agreement of the 2nd February, 1905, shut off and refused to supply them further with free gas, and still refuse to supply them therewith. They