

in the event of the defendants not supplying gas though the pipe-line, the defendants were to pay the plaintiff a rental of \$25 per year, was supplemental to the agreement to pay rent for the easement granted in regard to the pipe-line. This stipulation is not linked with the earlier part of the paragraph; it does not depend on whether a well is drilled or the pipe-line renewed or removed, but on whether the defendants cease to supply the plaintiff with gas as agreed. In the latter event, the plaintiff agreed that his remedy was to be restricted to a right to be paid \$25 annually. That this sum was called rental, and not damages, did not affect the plaintiff's rights; but he was entitled to no more than he had expressed his willingness to take. He could not have a mandatory injunction or any sum in damages exceeding the \$25 a year. There should be judgment declaring that the plaintiff is entitled to recover from the defendants \$25 a year as damages so long as the defendants continue not to supply him with gas; such damages to be computed from the 16th December, 1919, and the first payment to be made on the 16th December, 1920. As the defendants contended that they were under no liability to the plaintiff, they should pay the plaintiff his costs on the Supreme Court scale. G. H. Pettit, for the plaintiff. H. H. Collier, K.C., and L. C. Raymond, for the defendants.