

it would form a dead end into which the Waines gas could back up or which it would fill if it could back up through the meter. But it is obvious that if the respondents' pipe were working at a pressure greater than that at which the Waines gas was being delivered, the result was that the pressure rose above 50 pounds, then Waines would be delivering against conditions which his contract said were not to exist against him. If then the delivery of the respondents' gas were subject to the provision that the company was not to maintain against the Waines gas a pressure of greater than 50 pounds, the appellants were in my judgment entitled so to regulate the entry of the gas under the contract sued on, so that it could not prevent the Waines gas from entering and feeding. If, as was sworn to, the regulator was set and maintained so as to open automatically when the pressure went below 50 pounds, there could be no valid reason, in my judgment, for concluding that the appellant had done anything wrongful. There was no evidence to meet that of Price and Fuller, upon the condition of the regulator, and the latter was not even cross-examined upon his statement that he was in the regulator house of the appellants practically every day in the course of his duty; that the regulator was in perfect condition all summer, and that it was never at any other point than 50 pounds, and that no one else had access to it.

This construction of the contract is objected to by the respondents who claim themselves for the benefit of the appellants' contract with Waines not to maintain a pressure of over 50 pounds. They say this meant that the appellants were so to manage the deliveries of gas in St. Catharines, that all the gas which entered their main pipe from any source would be fed to customers at the other end in St. Catharines, thus leaving only 50 pounds pressure in their pipe as against Waines, and that in fulfilling, as to Waines, the bargain they made with him as to the pressure against which he was to deliver they were bound likewise to perform it for the respondent's benefit. Testing this construction by its practical results, it would mean, in the first place, that the respondents were to be ready with customers in St. Catharines, who would take the gas delivered by the respondents at any pressure, and at any hour and in any quantity at the pleasure of the respondents. In the second place, that while Waines could and was