

their private dwellings free for ordinary purposes." The new company was incorporated under the name of the Imperial Natural Gas Limited. A supplemental agreement, dated the 16th December, 1902, was made between the original company and the individual shareholders thereof and such new company. This agreement contained a clause referring to the shareholders of the original company, including the said named plaintiffs and Eagle, by which they became "entitled to receive" from the new company "gas for ordinary purposes for use in their private dwellings at and adjacent to Attercliffe station, in accordance with the agreement recited in the premises," which agreement alleged to have been recited in the premises was, no doubt, the agreement of the 25th March, 1902.

The Imperial company proceeded to extend its operations in the Attercliffe gas field, and in doing so drilled nine new wells. It also continued to supply the plaintiffs with free natural gas at their dwellings. There had been a company known as the Dunnville Natural Gas Company, operating near the town of Dunnville, several miles distant from Attercliffe station, and supplying gas for the use of the inhabitants of that town. These two companies, the Imperial and the Dunnville company, were merged into a new company, called 'The People's Natural Gas Company,' in which the plaintiffs again took stock in exchange for their stock in the Imperial company; and they say in evidence that they were to continue to have free gas as before. It was apparently understood, at the time of this amalgamation, that gas was to be piped from the Attercliffe field to Dunnville; and a pipe line was thereafter put down for that purpose, and gas was piped there.

In the year 1905, the People's company is said to have been "absorbed" by the defendant company, the Dominion Natural Gas Company Limited; and in connection with this arrangement a written contract was, on the 2nd February, 1905, entered into between the Dominion Natural Gas Company Limited, of the first part, and Eagle, Strome, Sundy, Reily, and Kenny, of the second part, which is in part as follows: "Whereas the parties of the second part hereby agree to sell, assign, convey, and transfer their stock now held in the People's Natural Gas Company for par value of same to be paid forthwith by W. J. Aikens: Now this agreement witnesseth, and it is hereby agreed by and between the parties hereto as follows: The parties of the second part shall be entitled to receive from the parties of the first part gas free for use in their private dwellings at and adjacent to Attercliffe station in accordance with the agreement entered