

was that the provisions of this Act were not such as to interfere with the rights of the plaintiffs under their contract made before the passing of that Act.

The Act was amended in 1919, and apparently the officers of the defendant company took the position that, notwithstanding the judgment, the requirements of the amending Act applied, and that the gas could not be supplied to the plaintiffs without the defendants first obtaining a permit from the Commissioner under the provisions of the amending Act and its regulations. This was the position taken, in general terms, by the Commissioner. It was not clear that he intended his instructions to apply to gas supplied under this contract.

Probably the instructions of the Commissioner were the real basis of the failure to supply gas which caused the bringing of this motion. It was argued that there was a right to cut off for the purpose of repair under the terms of the contract. If so, the injunction might be too wide in its terms, as it did not restrain the defendants from shutting off the gas "save when authorised by the terms of the contract," but perpetually restrained the shutting off of the supply of gas under the contract. However, this was not the real foundation for the refusal to supply—it was now being set up rather as an excuse, and in extenuation, and not as a justification.

Since this motion had been pending, gas had been supplied, and there was no necessity for the making of any order save one determining the question of costs. An order should issue reciting that "it now appearing that gas is being supplied in obedience to the judgment of the 22nd May, 1919, this Court doth not see fit to make any order save that the defendants do pay the plaintiffs' costs of this application," liberty being reserved to the plaintiffs to apply for further relief if the circumstances in the future are deemed to warrant such application.

JOBIN-MARRIN CO. v. QUALITY CANNERS CO.—MIDDLETON, J.,
IN CHAMBERS.—OCT. 8.

Pleading — Statement of Claim — Particulars — Inspection.—
Appeal by the plaintiffs from an order of the Master in Chambers requiring the plaintiffs to give particulars of the allegations made in the statement of claim and allowing the defendants to make an inspection before pleading. MIDDLETON, J., in a written judgment, said that the plaintiffs should give particulars of the matters in which it was alleged that the goods complained of did not correspond with the sample. The plaintiffs were not bound to shew why the goods had become unfit for food, or to