in the city of Montreal, and occupied by its owner exclusively as a boarding and day school for young ladies, and receiving no grant from the municipal corporation, is an "educational establishment" within the meaning of 41 Vict. (Q.) ch. 6, s. 26, and exempt from municipal taxes.

Judgment reversed.

Kerr, Q.C., for appellant,
Roy, Q.C., for respondent.

COUNTY OF OTTAWA *v.* MONTREAL, OTTAWA & WESTERN RY. CO.

Damages—Breach of Contract.

The corporation of the County of Ottawa, under the authority of a by-law, undertook to deliver to the Montreal, Ottawa & Western Railway Company, for stock subscribed by them, 2,000 debentures of the Corporation, of $100 each, payable 25 years from date, and bearing six per cent. interest, and subsequently, without any valid cause or reason, refused and neglected to issue said debentures. In an action for damages, brought by the railway company against the corporation for breach of this covenant,

Held, (affirming the judgment of the court below, M.L.R., 1 Q.B. 46), that the corporation was liable. C. C. 1065, 1070, 1073, 1840 and 1841 reviewed.

Judgment confirmed.

Laflamme, Q.C., for appellant.
De Bellefeuille for respondent.

TREMBLAY *v.* SCHOOL COMMISSIONERS OF ST. VALENTIN.

C. S. L. C. ch. 15—40 Vict. (Q.) ch. 22, s. 11—33 Vict. (Q.) ch. 25, s. 7 — Erection of a School House—Decision of Superintendent—Mandamus.

Under 40 Vict., ch. 22, s. 11, the Superintendent of Education for the Province of Quebec, on an appeal to him from the decision of the School Commissioners of St. Valentin, ordered that the school district of the Municipality of St. Valentin should be divided into two districts with a school house in each.

The School Commissioners subsequently decreed the division, and a few days later, on a petition, presented by ratepayers protesting against the division, they passed another resolution refusing to entertain the petition. Later on, without having taken any steps to put into execution the decision of the Superintendent, they passed a resolution declaring that the district should not be divided as ordered by the Superintendent, but should be re-united into one.

In answer to a peremptory writ of mandamus, granted by the Superior Court, ordering the School Commissioners to put into execution the decision of the Superintendent of Education, the School Commissioners (respondents) contended that they had acted on the decision by approving of it, and that as the law stood, they had power and authority to re-unite the two districts on the petition of a majority of the rate payers, and that their last resolution was valid until set aside by an appeal to the Superintendent.

Held, (reversing the jndgment of the Court of Queen's Bench), that the Commissioners having acted under the authority conferred upon them by C. S. L. C., ch. 15, ss. 31 and 33, and an appeal having been made to the Superintendent of Education, his decision in the matter is final (40 Vict. ch. 22, s. 11), and can only be modified by the Superintendent himself, on an application made to him under 33 Vict. ch. 25, s. 7; and therefore, that the peremptory mandamus, ordering the respondents to execute the Superintendent's decision, should issue.

Judgment reversed.

Trudel, Q.C., and *Geoffrion, Q.C.*, for appellants.
Beaudin for respondent.

APPEAL REGISTER—MONTREAL.

May 15.

Latham & Kennedy.—Motion to have appeal dismissed, for having acquiesced in the judgment appealed from.—Ordered that this motion be heard at the same time as the merits.

Barnard & Molson.—Motion to dismiss appeal; granted for costs.

Blanchard & Canadian Mutual Fire Insurance Co.—Heard on motion for leave to appeal from interlocutory judgment. C. A.V.

Guest & Douglas.—Heard on merits. C.A.V.

Bellemare & Dansereau.—Heard on merits. C. A.V.