
Reports and Notes of Cases.

Dominion of Canada.

SUPREME COURT OF CANADA.

BELANGER v. MONTREAL WATER & POWER CO.

Que.]

[Oct. 13, 1914.

Municipal corporation—Contract with company—Franchise for water supply—Protection against fire—Liability of company to ratepayer.

A municipal corporation, with assent of the ratepayers, entered into a contract by which it gave the defendant company the exclusive privilege for twenty-five years of constructing and maintaining a system of water supply to the municipality. The company was authorized to fix rates for water supplied for domestic purposes and was obliged, for protection against fire, to have hydrants at certain places and at all times, except when the plant was undergoing necessary repairs, to have hose of a specified size and capacity and maintain a specified pressure of water. The property of B., a ratepayer, was destroyed by a fire which attained serious dimensions owing to the pressure being at the outset much less than that required.

Held, Brodeur, J., dissenting, that there was no contractual relation between B. and the company; that the contract did not evidence any intention by the parties to it to give it a right of action against the company to each ratepayer in case of violation of the provisions for fire protection; and that B., therefore, could not maintain an action for the value of his property so destroyed.

Held, also, Brodeur, J., dissenting, that B. could not maintain an action for damages on the ground that the failure to maintain the pressure stipulated for in the contract constituted a *délit* or *quasi-délit* under the law of Quebec.

Appeal dismissed with costs.

Mignault, K.C., and *Durandau*, for appellant. *Atwater*, K.C., and *Buchanan*, K.C., for respondents.