3. When free passes are given to persons in charge of animals, it is only on the express condition that the railway company are not responsible for any negligence, default, or misconduct of any kind on the part of the company or their servants, or of any other person or persons whomsoever, causing or tending to cause the death, injury or detention of any person or persons travelling upon any such free passes. . . . The person using any such pass takes all risks of every kind no matter how caused.

The horses were carried over the Grand Trunk Railway in charge of a person employed by the owner, such person having a free pass for the trip; through the negligence of the company's servants a collision occurred by which the said horses were injured.

Held, (*per* RITCHIE, C.J., FOURNIER and HENRY, JJ.), that under the General Railway Act, 1868, sec. 20, sub-sec. 4, as amended by 34 Vict. cap. 43, sec. 5, which prohibits railway companies from protecting themselves against liability for negligence by notice, condition or declaration, and which applies to the Grand Trunk Railway Company, the company could not avail themselves of the above stipulation that they should not be responsible for the negligence of themselves or their servants.

Per STRONG and TASCHEREAU, JJ.—That the words "notice, condition or declaration," in the said statute contemplate a public or general notice, and do not prevent a company from entering into a special contract to protect itself from liability.

Appeal dismissed with costs.

McCarthy, Q.C., and *Osler*, Q.C., for appellants.

Ermatinger, and *Dickson*, Q.C., for respondents.

Quebec.]

WYLIE v. THE CITY OF MONTREAL.

Con. Stat. L. C. ch. 15 and 41 Vict. ch. 6, sec. 26 (P.Q.)—Art 712—Mun. Code P.Q.—Construction of.

Held (GWYNNE, J., dissenting), that property situated 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. ch. 6. sec. 26 (P.Q.), and exempt from municipal taxes.

Appeal allowed with costs.

Kerr, Q.C., for appellant.

R. Roy, Q.C., for respondents.

Quebec.]

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

The corporation of the county of Ottawa, under the authority of a by-law, undertook to deliver to the Montreal, Ottawa and Western Railway Company for stock subscribed by them 2,000 debentures of the corporation of $100 each, payable twenty-five 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), that the corporation was liable. Arts. 1,065, 1,070, 1,073, 1,840 and 1,841 C.C. reviewed.

Appeal dismissed with costs.

Laflamme, Q.C., for appellants.

De Bellefeuille, for respondents.

New Brunswick.]

SOVEREIGN FIRE INSURANCE COMPANY v. PETERS.

Insurance against loss by fire—Condition in policy, not to assign without written consent of company—Breach of condition—Chattel mortgage.

Where a policy of insurance against loss or damage by fire contained the following provision:

"If the property insured is assigned without the written consent of the company at the head office endorsed hereon, signed by the secretary or assistant secretary of the company, this policy shall thereby become void, and all liability of the company shall thenceforth cease."

Held (affirming the judgment of the Court below), that a chattel mortgage of the pro-