ing to his occupation," the assured was entitled to $25 per week for the period of disability, not exceeding 200 consecutive weeks; or, if the injuries are sustained while a "passenger," which means, as defined by the policy, "while riding as a passenger in or upon a public conveyance provided by a common carrier for passenger service," to double that sum per week.

The claim of the plaintiff was resisted altogether, on the ground that there was no temporary total disability in fact, and that, if it existed, it was not due to the injuries received; and the defendants contended that, if liable, they were not liable for the double indemnity, because the injuries were not received while the plaintiff was a "passenger," within the meaning of the policy.

The plaintiff was a passenger on a belt line car of the Toronto Railway Company on the night of the 17th August, 1910, between nine and ten o'clock. His intended stopping-place was that opposite the St. Lawrence Market, King street. What occurred when he reached that point was not very clear from his testimony, which was the only evidence as to the way in which the accident occurred. He said that he went to get off the car, which was an open one, and as he stepped off there was an automobile coming up the other street; he saw the automobile there, and stepped back on the car again and reached to catch the handle; the car must have been in motion, because it threw him right around the other way; and he grabbed on to the mud-guard of the fender of the automobile, and the car pulled out from under him; it threw him around against the car, and his shoulder and the side of his head hit the car.

The action was tried without a jury. The Chief Justice found that the plaintiff's injuries had resulted in temporary total disability, within the meaning of the policy, entitling him to the indemnity of $25 a week; and reserved for further consideration the question of his right to the double indemnity.

H. H. Dewart, K.C., and D. Urquhart, for the plaintiff.

George Wilkie, for the defendants, argued that the injuries had not occurred while the plaintiff was a passenger, within the meaning of the policy, and that his account of the occurrence shewed that before he was injured he had left the car in which he had been travelling, and that his journey by the railway had come to an end.

MEREDITH, C.J. (after setting out the facts at length) :—I do not think that it can be said that the plaintiff had safely alighted