the defendants in a policy against railway accidents, whereby 2,000*l* was to be paid in case of his death by accident, and in case of an accident not causing death the plaintiff was to receive 'such sum by way of compensation as should appear just and reasonable and in proportion to the injury received.' In March, 1884, the plaintiff was knocked down by an engine at Risca Station on the Great Western Railway and seriously injured. The plaintiff now sued the defendants on this policy to recover compensation in respect of the injuries he received on that occasion. The defendants, however, contended that the accident was not an accident happening while the plaintiff was travelling on a railway, or within the terms of the policy. Also that the plaintiff had already obtained compensation in respect of the accident in an action which he had successfully brought against the Great Western Railway, and consequently was not in law entitled to recover any further compensation from them in respect of the accident. The facts were undisputed. The plaintiff on the day of the accident, having taken his ticket, was crossing the line to reach the proper platform, when he was knocked down by a train of empty carriages. In his action against the Great Western Railway he recovered 750*l*. The only points to be argued, therefore, were the two mentioned above.—Mr. Bullen argued that the plaintiff was at the time of the accident travelling on a railway within the meaning of the policy, citing *Theobald* v. *The Railway Passengers' Insurance Company*, 23 Law J. Rep. Exch. 249; 10 Exch. Rep. 45, and an American case in support of this view. As to the second point, he cited *Bradburn* v. *The Great Western Railway*, 44 Law J. Rep. Exch. 9; L. R. 10 Exch. 1, and *Dalby* v. *The India and London Life Assurance Company*, 24 Law J. Rep. C. P. 2; 15 C. B. 365.—Mr. Charles, for the defendants, argued that the policy did not apply to such an accident as this; and, further, that it was a contract of indemnity.—The learned judge said in his opinion the particular policy was a contract of indemnity; and, further, that it was only intended to cover an accident received while the assured was actually travelling in a train, which the plaintiff was not doing when he met with this accident. He accordingly gave judgment for the defendants, with costs.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 24.

Judicial Abandonments.

J. A. Giard, trader, Montreal, Sept. 21.

Arsène Neveu, trader, Montreal, Sept. 20.

Louis Philippe Pleau, trader, Three Rivers, Sept. 17.

Louis F. Rheaume, St. Henri, Sept. 15.

Bowen & Woodward, railway contractors, Sherbrooke, July 12.

James R. Woodward, Sherbrooke, July 12.

Curators appointed.

Re Pierre Beaudreau, hotel keeper, Montreal.—T. B. Lamarche, Montreal, curator. Aug. 30.

Re Irving & Sutherland.—A. W. Stevenson, Montreal, curator, Sept. 20.

Re Dolor Poirier, Valleyfield.—Kent & Turcotte, Montreal, curator, Sept. 15.

Re Treffié Vanier.—Kent & Turcotte, Montreal, curator, Sept. 22.

Re Louis O. Villeneuve.—H. A. Bédard, Quebec, curator, Sept. 20.

Dividends.

Re Toussaint Boyer, hotel keeper, Salaberry de Valleyfield.—Dividend, C. Desmarteau, Montreal, curator.

Re L. Polydore Gagnon, St. André.—First and final dividend, payable Oct. 8, H. A. Bédard, Quebec, curator.

Re Arthur Léonard.—First and final dividend, payable Oct. 12, C. Desmarteau, Montreal, curator.

Re Damase Rocheleau.—First and final dividend, payable Oct. 14, C. Desmarteau, Montreal, curator.

Re Emond & Ste. Marie.—First dividend, payable Oct. 11, C. Desmarteau, Montreal, curator.

Separation from bed and board.

Marie Anne Cloutier vs. Joseph Cloutier, restaurant keeper, Three Rivers, Sept. 16.

Appointments.

Louis Rainville, N.P., Arthabaskaville, to be Prothonotary of Superior Court, Clerk of Circuit Court, Clerk of Crown and Clerk of Peace, for district of Arthabaskaville.

Cadastre.

Subdivision of 1496, Jacques Cartier Ward, Quebec.

Circuit Court.

Circuit Court for County of Kamouraska to be held in village of Kamouraska.

GENERAL NOTE.

CONTRACTING FOR COOLNESS.—A refrigerating company is liable for damage caused to fruit stored by it, by reason of decay of such fruit, caused by raising the temperature of its storehouse to a height above that agreed upon; and the diminution in the market value by reason of such decay may be considered as an element of the damage (*Hyde* v. *The Mechanical Refrigerating Company*, Sup. Jud. Ct. Mass., 4 New Eng. Rep. 253.