

titled to reasonable compensation. The learned Judge was in a position on the passing of the accounts to determine what labour, care, pains and trouble they were at in realizing as well as expending. The amounts allowed are not large; and that they are different indicates that more time and trouble were bestowed by one administrator than by the other, and the compensation awarded accordingly. The appeal is dismissed. Costs out of the estate.

HON. MR. JUSTICE KELLY.

DECEMBER 30TH, 1913.

RAND v. OTTER MUTUAL FIRE INSURANCE CO.

5 O. W. N. 653.

Insurance — Fire Insurance — Policy — Loss Payable to Mortgagee — Right of Mortgagor to Bring Action — Payment of Mortgage.

KELLY, J., *held*, that the fact that under a policy of fire insurance a portion of the proceeds were payable to a mortgagee did not disentitle the mortgagor to bring an action upon the policy.

Prittie v. Connecticut Fire Insurance Co., 23 A. R. 449, followed.

Action on a policy of fire insurance.

J. Harley, K.C., for plaintiff.

S. G. McKay, K.C., for defendants.

HON MR. JUSTICE KELLY:—At the trial defendants admitted the application for the policy sued upon, the policy itself, and that it is in conformity with the application, the happening of the fire on the 17th December, 1912, and the receipt of proofs of loss.

The only evidence submitted was on behalf of the plaintiff, and it quite clearly shews that there was no act, neglect or default on his part which could in any way vitiate the claim or disentitle him to the benefit thereof.

The policy covered loss on dwelling-house and contents, on three barns and on the contents of the outbuildings; the amount on these contents being \$850. The claim sued upon is for \$700 upon barn No. 3, defendants before action having paid the \$850 on the contents.

By the terms of the policy the loss was made payable to D. K. Rand to the amount of \$1,000, he being the mortgagee