He observes, in his judgment, that there was no English authority directly in point, and the question had to be decided on principle; and he also remarks that the circumstance that the insurers were ignorant of the existence of the contract for sale was immaterial; for that it is clear from *Collingridge* v. *Royal Exchange Ass. Co.*, L. R. 8 Q. B. D. 173, the vendors could have recovered notwithstanding the contract for sale. He then examines at length the case of *Darrell* v. *Tibbetts*, L. R. 5 Q. B. D. 560, which was mainly relied on by the plaintiffs. In that case the insurance company had insured a lessor. A fire occurred. After the insurers had paid the lessor for his loss, the tenant repaired, in obedience to a covenant in the lease, whereby he was bound to do so. The Court of Appeal, under these circumstances, held the insurance company were entitled to recover the amount they had paid. Chitty, J., calls marked attention to the fact that there the covenant in the lease, obliging the tenant to repair, was a contract *relating to the loss*, by which the landlord was entitled to receive compensation in damages, and which the insurance company might have called upon him to enforce for their benefit. What was decided in *Darrell* v. *Tibbitts* was that the landlord, having received the benefit of the covenant in the lease, the insurers had a right to treat him as being under an obligation to use it as they might direct. But it is here that *Castellain* v. *Preston* differs; and, indeed, Chitty, J., says the plaintiffs admitted the doctrine of subrogation would not apply here, the contract of sale being independent of the subject matter of the insurance. He says: "It was felt impossible to contend that the insurers, on payment of the loss, were entitled to bring, either in their own names or in the names of the vendors, the defendants, an action to enforce the contract of sale, or even to compel the vendors to complete. The contract of sale was not a contract either directly or indirectly for the preservation of the buildings insured. The contract of insurance was a collateral contract, wholly distinct from and unaffected by the contract of sale." Having thus dealt with the case, so far as the doctrine of subrogation was concerned, the learned judge proceeds to point out that the insurance was one against fire, and it could not be dealt with as though it were an insurance of the solvency of the purchaser; and, therefore, it could not be argued that because the purchase money had been paid, the vendors had in the result suffered no loss, and that for this reason the insurance company could recover back the money paid on the policy. Perhaps the most remarkable feature of the judgment is the distinct approval expressed in it of the decision in the American case of *King* v. *State Mutual Fire Ins. Co.*, 7 Mass. (Cush.) 1. In that case it was decided that where a mortgagee obtained an insurance for himself—the insurance being general upon the property, and not limited in terms to his interest as mortgagee, although his only insurable interest was that of a mortgagee—and a loss by fire occurred before the payment of the debt and the discharge of the mortgage, the mortgagee had a right to recover the amount of the loss for his own use. The result is that if such a mortgagee first recovers the loss from the insurers, and afterwards recovers the full amount of his debt from the mortgagor to his own use, he receives, as it were, a double satisfaction. It is pointed out in *King* v. *State Mutual*, that in such case the mortgagee does not really recover a double satisfaction for one and the same debt, for his contract with the insurers is quite distinct and independent from his contract with the mortgagor; and Chitty, J., in *Castellain* v. *Preston*, adopts and endorses this reasoning. In the United States, however, as appears from an article on the right of insurers to be subrogated and the rights of mortgagees, in the American Law Register for 1879, the view of the law taken in *King* v. *State Mutual* has not been adopted in the majority of the States, neither would it appear to find acceptance in our own courts. In