

the appeal. The successful plaintiff endeavored after the present decision to obtain an order against the respondent's solicitors to refund the costs on the ground that their client was worthless, but failed, and he has probably been equally unsuccessful in getting either money or costs out of the respondent herself. Thus though the highest Court in the land has held the plaintiff's claim to be well founded, yet inasmuch as the inferior Court has assumed that he could not possibly succeed, it has by its inaction succeeded in preventing him from reaping any fruits of his victory, and such is by some fatality the usual result of actions against married women. We notice that in a subsequent case of *Whitley v. Edwards*, 74 L.T. 720, the Court of Appeal has "explained" this case so that it is held not to authorize arrears of income of separate estate subject to a restraint on anticipation which accrue after judgment to be made available in execution against a married woman debtor.

MORTGAGE—CONSOLIDATION OF MORTGAGES—REDEMPTION—ASSIGNEE OF EQUITY OF REDEMPTION.

*Pledge v. White*, (1896) A.C. 187, was known in the Courts below as *Minter v. Carr*, (1894) 2 Ch. 321; 3 Ch. 498, and in its preliminary stages was noted ante, vol. 30, p. 636; and vol. 31, p. 119. The case turns upon the equitable doctrine of consolidation of mortgages. This doctrine, though the subject of adverse comment in some of the later cases, is considered by the House of Lords to be too firmly established by a long course of decisions, to be now overthrown. In the present case the owner of different properties mortgaged them to different persons, and the mortgages afterwards became united in the same person. The mortgagor prior to the union of the mortgages had conveyed his equity of redemption in all the properties and the same had become vested in the appellant. It was contended that the right of the mortgagee to consolidate did not arise except as to the mortgages which were united in title prior to the conveyance of the equity of redemption, and that as to any mortgages subsequently acquired, the right to consolidate did not exist. The