2 Ch. 479, (noted ante, *vol.*, p. 27). This case is one of several which of late years have been before the courts touching the validity of collateral agreements between mortgagor and mortgagee, in some of which there appeared to be a tendency to fritter away the well established rule of equity, that a mortgagee may not validly stipulate with his mortgagor at the time of effecting the loan for collateral advantages in addition to the repayment of the loan and interest. In this case the mortgage was of debenture stock of a limited company, and at the time the loan was effected it was also agreed that the mortgagor should have the option of purchasing the whole or any part of the stock at 40 per cent. of the par value at any time within twelve months. Kekewich, J., held this to be a clog on the right of redemption and therefor void, following *Noakes* v. *Rice* (1902) A.C. 24 (noted ante, vol. 38, p. 335), and the Court of Appeal, as already mentioned, affirmed his decision. In doing so they "distinguish" *Carritt* v. *Bradley* (1901), 2 K.B. 550, in which the court assumed to relax the rule. But we notice that that case has been since extinguished by the House of Lords: See 88 L.T. 633, where it was reversed.

EQUITABLE ASSIGNMENT OF FUND IN COURT—PRIORITY—STOP-ORDER—NOTICE—FUND IN COURT.

Montefiore v. *Guedalla*, (1903) 2 Ch. 26, is a case in which there was a contest as to a fund in Court. The fund in question, subject to a life estate, was the property of a Jewish lady married in Morroco in 1865, and was affected by a document executed on the marriage called a "Ketubah," under which the children of the marriage took an interest in the fund. No notice of this instrument was ever given to the trustees of the fund. The wife died in 1878, and her husband took out letters of administration to her estate in England, and, in 1885, as her administrator, he assigned the fund in question for value to an English society which had no notice of the "Ketubah," and obtained a stop order against the fund in court, the tenant for life being stiil alive. In 1898 the tenant for life died and the present application was then made by the assignees for the payment of the fund to them, which was resisted on behalf of the children of the marriage. Byrne, J., decided in favour of the children, but the Court of Appeal (Collins, M.R., and Romer, and Cozens-Hardy, L.JJ.) came to a