

## The Legal News.

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### MORTGAGE FOR FUTURE ADVANCES.

We notice a case before the Supreme Court of New York, in which a question very similar to that raised in the case of *Quintal v. Lefebvre* (ante, p. 347,) was submitted to the consideration of the Court. There is some difference, no doubt, between the registration system in New York and in the Province of Quebec, but the point decided seems to be almost identical. The material question in *Quintal v. Lefebvre* was whether a mortgage for a *crédit ouvert* takes effect from the day of its date, or from the time that the advance is actually made by the mortgagee. In the New York case, *Ketcham & Wood*, the facts were these: In May, 1875, the defendant *Ketcham* executed a mortgage to the plaintiff to secure the sum of \$300 payable on demand. This mortgage was recorded or registered the same month. But at the time of the execution of the mortgage the plaintiff advanced only \$75. Before any further sum was advanced, *Ketcham*, on the 3rd June, 1875, executed a second mortgage in favor of one *Wood* for an amount in which he was actually indebted to *Wood* at the time. This mortgage was recorded June 7th. *Wood* foreclosed his mortgage, and bought in the property at the sale. It then appeared that the plaintiff had made four additional advances subsequent to June 7th, when *Wood's* mortgage was recorded. The question then arose whether the plaintiff had priority for more than \$75, amount of the first advance.

The case went to the Supreme Court of New York, and in September that tribunal reversed the judgment of the lower court, and restricted the privilege of the plaintiff to \$75, amount of the first advance. This is contrary to the ruling of Mr. Justice Mackay in the Canadian case. The New York court admits that the authorities are conflicting. 2 Wash. R. P., ch. 16, §§ 4 and 42 *et seq.*; 1 Jones on Mort., §§ 365-378; Thomas on Mortgages, pp. 61-62; 4 Kent Comm. 175, are referred to. The judge who delivered the opinion says the recorded mortgage to secure future advances "is notice of

any advance actually made, for though the record itself conveys no notice that any sum less than that stated therein was advanced, yet it is sufficient to put any one on inquiry, and is notice of any fact which would in the course of business be ascertained upon such inquiry." This reasoning does not seem very conclusive. We should be inclined to suppose that a recorded mortgage for \$300 would be notice of the apparent fact, rather than of facts which actually existed, but which it might be extremely difficult to ascertain. For example, a mortgage might be given to cover an indebtedness the amount of which depended on the verification of accounts between the parties, and as to which a third party could obtain no information whatever.

### RIGHTS OF MARRIED WOMEN.

At a recent Social Science Congress in Edinburgh, women took a prominent part in the discussion of the rights of property of females. Judging from the utterances of some of the speakers, the case of women would seem to be pitiful indeed. Miss Lydia Becker believed that there were many unmarried women who hesitated to contract matrimony owing to their unwillingness to come under the marriage laws. Miss Becker perhaps implied that she was one of those who stand shivering on the brink, and such an argument will no doubt appeal irresistibly to the chivalrous sentiment of legislatures. Then, some who had taken the fatal leap into matrimony were equally full of complaining. A Mrs. Elmly said that the wife was only a servant who received no wages, and yet she had to perform an immense amount of domestic labor. It was a great grievance in the eyes of another married lady that the husband had the sole legal custody of the children, and she added that this was a matter of life and death to women "whose children were being subjected to the cruelties, brutality and abominations of husbands." In view of these and similar expressions, an advocate present was tempted to betray some curiosity as to what sort of husbands the ladies who had spoken had known, but this impertinence was very properly frowned down. Upon the subject of divorce the ladies were equally frank. While one, a married lady—the same who railed at the "cruelties, brutality and abominations" of husbands—