consequence of perceiving this that our sympathies are always so copiously excited in her favor. We are passing through a transition period in which some women, bolder than the rest, defy and shatter old prejudices by following occupations for merely aspiring to which they in byegone times would have been ostracised. Hence the social oppression of the entire sex is forced upon the attention of the public mind, which, by a beautiful provision of nature, immediately seeks to re-establish an equilibrium by causing an increased gallantry, sympathy and devotion to be shown them as a temporary substitute for that freedom of action of which they have always been deprived. In other countries, where this transition period has not yet set in, a woman killing her seducer is punished like any other murderess, because she is looked upon as a responsible being, and because the public mind, not having become aware of the disadvantages of position incident to her sex, has not yet begun to sympathize with her on account of them. A removal of these disadvantages will operate in the same way as a failure to perceive them. Thus with us, as soon as woman will be at full liberty, both socially and politically, to follow whatever occupation she chooses, as soon as the prejudices are disipated which now debar her from devoting her energies to many a field of action, as soon as she is placed on a footing of perfect equality in every respect with man, who will then of himself demand that, having the same rights with him, she should be held equally responsible for their use or absue, then, but not before, all motives for bestowing any extra amount of sympathy upon her, will vanish; her crimes will be judged as severely and impartially as those of man, and juries will no longer deliver verdicts which, unconsciously prompted by a general appreciation of her depressed condition, work injustice in each particular case.—*Bench and Bar.*

REPAYMENT OF MORTGAGE MONEY. TRANSFER WITHOUT NOTICE.

Whitington v. *Tate*, L.C., 17 W. R. 559.

It is well settled that when a mortgagee assigns the mortgage and notice is not given to the mortgagor, the assignee is subject to all the equities between the mortgagor and the original mortgagee. Thus, if the mortgagor were to pay off the debt to his original mortgagee that would be a good payment as against the assignee. The principle has been carried to the length of affecting the transferee by the balance of a general account between the mortgagor and original mortgagee: *vide Norrish* v. *Marshall* (5 Madd. 481), where the mortgagor claiming that he had extinguished the mortgage-debt by wines and money supplied to the plaintiff, the Vice-Chancellor of England decreed an account, observing that, "as against an assignee without notice the mortgagor has the same right as he has against the mortgagee, and whatever he can claim in the way of mutual credit as against the mortgagee he can claim equally against the assignee. In *Ex parte Monro*, *Re Fraser* (Buck, 300), a bond having been assigned without notice to the obligor, the debt was held to be still in the order and disposition of the obligee within 21 Jac. 1, c. 19. *Williams* v. *Sorrell* (4 Ves. 390) affords an example o the simple case. There the mortgage having been assigned without notice to the mortgagor, a payment afterwards made by the mortgagor to the original mortgagee was held a valid payment as against the assignee, and on a foreclosure bill filed by the assignee, the mortgagor tendering the balance, which tender was refused, the mortgagor was required to pay costs to the time of tender only. *Matthews* v. *Wallwyn* (4 Ves. 118) is another case in which this principle is clearly ruled and explained.

Upon the consideration—what is notice? it is worthy of observation that in *Lloyd* v. *Banks* (16 W. R. 988) Lord Cairns held that any actual knowledge on the part of the person to be affected is notice, provided the knowledge were such as would operate on the mind of a reasonable man of business. In *Dearle* v. *Hall* (3 Russ. 1) and *Foster* v. *Cockerell* (3 Cl. & F. 456), and the cases above that date, the question of notice seems to have been regarded as being not so much whether or no there had been actual knowledge as a question of the conduct of the incumbrancer. But the decision in *Lloyd* v. *Banks*, by treating actual knowledge, by whomsoever or howsoever conveyed, as the thing to be looked for, puts the matter upon rather a different footing.

In the principal case, without at all controverting the principle of *Matthews* v. *Wallwyn*, *Williams* v. *Sorrell*, &c., a payment made by the mortgagor, after an assignment of the mortgage without notice to himself, was held to have been made in his own wrong. The case, which was a very unfortunate one, arose out of the defalcations of a Liverpool solicitor named Stockley, who absconded in the latter end of 1867. The defaulter was the solicitor both of the original mortgagor and of the transferee. He gave no notice to the mortgagor. The transferee left the deeds in his custody. As between himself and the mortgagor, the solicitor had authority to receive the interest on behalf of the mortgagee, but had no authority to receive the principal. The mortgagor wishing to pay off the mortgage, the solicitor got the transferee to execute a reconveyance under the impression that he was merely joining in an appointment of new trustees (the mortgaged property being trust property); he handed this deed to the mortgagor with all the other deeds (except the transfer), but he kept the money himself, merely paying the transferee from time to time the interest on the original mortgage-money. Three years afterwards the transferee filed a foreclosure bill against the astonished mortgagors, and