

down that neither under the amendment of 1895 in cases where there is a sale by legal process or under power of sale, nor in cases of voluntary sale apart from that amendment, can a widow claim dower out of more than one-third of the surplus where the mortgage is to secure unpaid purchase money. This brings us, therefore, to our last proposition, namely: VI. *Since March 11th, 1879 (as before), the widow is entitled to dower based on the total value of the land except where the mortgage is for unpaid purchase money, when her dower is based upon the value of the surplus after deducting the mortgage, whether that surplus is realized from power of sale, legal process, or by payment of the mortgage by voluntary sale or otherwise.*

SHIRLEY DENISON.

**THE COURT OF KING'S BENCH IN UPPER CANADA,
1824-1827.**

BY THE HONOURABLE MR. JUSTICE RIDDELL, L.H.D., LL.D.

(Fourth Paper.)

Many of the motions made before the court are such as have recently been made in the Divisional Court, e.g., motions for a new trial on the ground that the verdict is against evidence, or against the weight of evidence, or for wrongful rejection or admission of evidence, the verdict excessive, etc. There was a difference in the manner of making such motions, indeed; the complaining party would move for a Rule Nisi to set aside the verdict, etc.; if a *prima facie* case was made, a Rule Nisi would be granted. This would be served upon the other side, and counsel appeared on the day fixed and argued the matter. If the appeal was allowed, the rule was made absolute; if dismissed, the rule was discharged.

But there were many matters which are no longer heard of in "Full Court." Submissions to arbitration were made Rules of Court in order to enable one who was not satisfied to move against the award; actions were stayed until the attorney for the plaintiff should produce his warrant and authority for bringing the action; *sci. fa.* obtained to revive judgments; rules granted