

amongst the judges. Let us again consider some of the more important cases historically. The first of these is *Re Hague* (1887), 14 O.R. 660, where it was held by Mr. Justice Ferguson, in an administration action, that the widow was entitled to dower according to the full value of the lands, assignable out of the balance of purchase money left after satisfying the mortgage, and speaking of s. 1, that learned judge says, at p. 666, "whatever may be the full meaning of the section it seems clear to me that it cannot be held to have the effect of making the rights of a doweress less than they were held to be in the case of *Re Robertson*." This view was accepted by the Chancellor in *Re Crookery* (1888), 18 O.R. 207, at p. 209, though it was not there necessary for the decision of the case. In *Pratt v. Bunnell* (1891), 21 O.R. 1, it was held on the contrary by a Divisional Court that the widow could only claim dower based upon the value of the equity of redemption. The mortgage there was to secure unpaid purchase money, and while there was then no exception in the statute in such a case, the principle of *Campbell v. Royal Canadian Bank* and *Re Robertson*, *supra*, might well have been applied in support of the decision, but no such distinction was made, and it was said that, having barred her dower in the mortgage, the widow barred it for all purposes to the extent of the mortgage money; and as against her husband's representatives she could claim only an assignment of one-third of the surplus for dower. In *Gemmill v. Nelligan* (1894), 26 O.R. 307, the point again came before a Divisional Court. There the mortgage was not for unpaid purchase money, but to secure a debt of the husband's (see *per Robertson, J.*, p. 314), and the court declined to follow *Pratt v. Bunnell*, holding that dower was payable on the basis of the total value of the land. It was with these conflicting decisions before it that the Legislature passed the statute 58 Vict., c. 25, s. 3 (Ont.), which annulled the effect of *Pratt v. Bunnell*, and by statute placed the law upon the footing of *Gemmill v. Nelligan*, expressly making an exception in the case of a mortgage for unpaid purchase money. This enactment forms part of 9 Edw. VII., c. 39, s. 10 (2), and is the part of the section under review in *Re Augur* (1912), 26 O.L.R. 402, where the subject is again learnedly reviewed, and it is laid