

dower in one-third of the total value of the lands. In 1868, Vankoughnet, C., in *Thorpe v. Richards*, 15 Gr. 403, thought he had gone too far, and in a case where lands had been sold by the mortgagee under power of sale he held that the widow had dower in one-third of the surplus only, and this more restricted view was adopted by Mowat, V.-C., in *White v. Bastedo*, 15 Gr. 546, in 1869, where the sale had taken place in administration proceedings. It was also followed in favour of creditors by Mowat, V.-C., in 1872, in *Baker v. Dawborn*, 19 Gr. 113, though he takes the somewhat peculiar position that it would not be adopted in favour of the heir or next-of-kin, saying that this may be an anomaly, but is not the only anomaly in the law of dower. In the same year (1872) arose the case of *Campbell v. Royal Canadian Bank*, 19 Gr. 334, where the mortgage with bar of dower had been given to secure unpaid purchase money. Here Spragge, C., without making any distinction between a mortgage to secure a loan to the husband and one to secure what is in effect a vendor's lien, held that the widow had dower in the surplus only. The case apparently was heard in appeal—see *Re Robertson*, 24 Gr., at p. 445; but there is no report of it. In 1876 were decided *Doan v. Davis*, 23 Gr. 207, and *Lindsay v. Lindsay*, *ib.* 210, where Spragge, C., and Proudfoot, V.-C., each held that the widow was entitled to dower based on the value of the land, not on the surplus only, and Proudfoot, V.-C., at p. 213, points out the true ground on which *Campbell v. Royal Canadian Bank* can be upheld, namely, that the mortgage was to secure unpaid purchase money. Spragge, C., in *Doan v. Davis*, makes no reference to the apparent change of view since his decision in the *Campbell* case. Then came *Re Robertson*, 24 Gr. 442, decided by Proudfoot, V.-C., in 1877, and *Robertson v. Robertson* (1878), 25 Gr. 276 and 486, decided by the full court upon a re-hearing of the same case. Those judgments decide that even as against creditors the widow is entitled to dower based on the value of the land, though payable out of the surplus only. The lands in that case were sold under an administration decree, the mortgagee was paid, and there was a surplus claimed by creditors. The money had been borrowed by the husband, and was not unpaid purchase money. The principle laid down in