

above the amount of the mortgage only. This section shall not apply where the mortgage is for the unpaid purchase-money of the land," and this section applies only to mortgages hereafter made.

This whole subject came up in Weekly Court on March 16th, in the case of *Smith v. Smith*, the facts of which were as follows: A father conveyed his farm to his son, who gave a mortgage back to secure an annuity to the father for life, and certain payments to the mortgagor's brothers, etc., the son's wife joining in the deed. Upon a sale of the land by the father under his power of sale, the wife claimed dower, computed on the whole proceeds of the sale. Chief Justice Armour held that the mortgage was given to secure unpaid purchase money, and that the widow was therefore entitled to dower in the surplus only. As to the amounts payable to the brothers and sisters of the mortgagor, there is a dictum of the Vice-Chancellor in *Wakefield v. Gibbon*, 1 Giffard 401, that such a payment cannot be considered as any part of the consideration to the father for his conveyance, and could therefore hardly be properly called purchase money; but this case does not appear to have been mentioned to the Chief Justice. The father having died, the widow's dower was computed on the surplus of the proceeds of the sale, after deducting the actual payments made to the father, and the capitalized value of the payments to be made to the brothers, etc., at the time of the sale.

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#### LEGAL CIRCUMLOCUTION.

We are apt to think we have made considerable improvement in legal procedure since the days when Dickens held up to ridicule the circumlocution office, and yet a perusal of the recent case of *McDonald v. Dickenson*, 24 A.R. 31, must convince any unprejudiced person that after all our strivings after simplicity and expedition in the disposition of cases, we are still very far from having attained an ideal condition, so far as litigation is concerned.

Let us for a moment consider the history of this case. It was an action brought against a reeve of a township and two