11 Ves. 3. The agreement between Sayles and his partner to that effect became an executed one, in so far as the real estate of the partnership was concerned, by the conveyance from the former to the latter.

When Sayles thus acquired lots 3, 4, and 5 from his father, he did so free to convey the equity he thus acquired without regard to any claim to or right of dower therein on the part of his wife, because what he got under the deed to him was not a conveyance of the legal estate then outstanding in the mortgagees. When the partners, dealing with partnership property, made mortgages in fee, the mortgagees obtained a conveyance of the legal estate, and became seised of the property. Seisin on the part of the husband is one of the essentials of dower. The seisin thus passing to the mortgagees and remaining in them, it never became vested in Sayles so that dower could attach. See Copestake v. Hoper, [1908] 2 Ch. 10, 16, 18. In these circumstances, sec. 10 of the Dower Act, R.S.O. 1914 ch. 70, had no application.

But as to lots 7, 8, and 9 the result was different. They were conveyed to Sayles after the partnership had been dissolved. He became seised of these lots upon the conveyance to him in 1917, the partnership being then dissolved. Although immediately after the conveyance to him he executed a mortgage on these lots, in which the plaintiff joined to bar dower, and also subsequent mortgages, the plaintiff was still entitled to dower, sec. 10 of the Dower Act preserving her rights.

Reference to Pratt v. Bunnell (1891), 21 O.R. 1, 6; Gemmill v. Nelligan (1895), 26 O.R. 307; Standard Realty Co. v. Nicholson (1911), 24 O.L.R. 46, 51, 52.

The plaintiff was not entitled to dower in lots 3, 4, and 5, but was so entitled in respects of lots 7, 8, and 9.

Judgment for the plaintiff with costs. Reference to the Master at Brantford to ascertain the value of the dower as at the death of the husband.