seised of the whole and neither of a part; but, as regards the wife, the estate had not all the incidents of a joint tenancy during the lifetime of the husband, except in the event of a dissolution of the marriage: Ward v. Ward (1880), 14 Ch. D. 506; Thornley v. Thornley, [1893] 2 Ch. 229. The provisions of the Married Women's Property Act put an end to the doctrine of entireties and quasi joint tenancy; and, since the 1st July, 1834, on a conveyance in fee simple to two or more persons, even if a married woman be one of them and her husband another, they "take as tenants in common, and not as joint tenants, unless an intention sufficiently appears on the face of such . . . assurance . . . that they are to take as joint tenants:" Conveyancing and Law of Property Act, R.S.O. 1914 ch. 109, sec. 13; In re Jupp (1888), 39 Ch. D. 148; Eversley's Law of Domestic Relations, 3rd ed., pp. 190, 191.

If the intention sufficiently appears on the face of the deed that the grantees are to take as joint tenants, they will take as joint tenants under the exception in the statute, and not as tenants in common under its general provision. It need not appear in either the habendum or the granting clause: if the intention that they are to take as joint tenants clearly appears anywhere upon the face of the deed it is sufficient. In this deed the intention does sufficiently appear, for, in express words, the grant is to the parties of the second part, who are thereinbefore described as joint tenants.

Reference to Re Fingerhut and Barnick (1910), 2 O.W.N. 372.

Since the decision in Re Shaver and Hart (1871), 31 U.C.R. 603, the scope of the statute has been broadened so as to include conveyances to husband and wife.

There should be an order declaring that Frances Billett and her husband became joint tenants of the land in question under the deed referred to, and that upon the death of her husband the whole estate in the land became vested in her in fee simple.

No order as to costs.