reversions and remainders, &c., were said to lie in grant, and, inasmuch as the conveyance of them could not in case of the grant of a freehold interest be perfected by livery of seisin, nor, in case of the grant of a leasehold interest, by entry, the attornment of the particular tenant was required for their complete transfer, except where the party claimed by act of law, as heir, or in right of his wife, and the like, or the conveyance was
748 by bargain and sale, &c., see *Thursby v. Plant, 1 Wms. Saund. 234, a, *n.* 4; but when this attornment was obtained, the estate in the reversion or remainder vested so as to carry to the grantee the rents and services attached to it. It has been observd that it is perhaps inaccurate to say that such interests lay in grant *simpliciter*, as the consent of a third party was required to complete them, Doe v. Finch, 4 B. & Ad. 303, *per* Taunton J. But now by the Code, Art. 24, sec. 12,[9] the words "grant" or "bargain and sell" in a deed, or any other words purporting to transfer the whole estate of the grantor, shall be construed to pass to the grantee the whole interest and estate of the grantor in the lands therein mentioned, unless there be limitations or reservations showing by implication or otherwise a different intent. Livery of seisin in all sales and grants was abolished by the Act of 1715, ch. 47, sec. 4, where the deed was enrolled; but no provision was made for the enrollment of *feoffments* until the Act of 1766, ch. 14, since which time livery of seisin has in all cases become unnecessary, Matthews v. Ward, 10 G. & J. 443, and is expressly made unnecessary by sec. 23 of Art. 24 of the Code.[10] The effect of the Code therefore would seem to be, that all distinction is done away with in the conveyance of such corporeal hereditaments, as were formerly said to lie in livery, and of such corporeal hereditaments in expectancy, and incorporeal hereditaments as were formerly said to lie in grant, and all estates indifferently now lie in grant *simpliciter*.

Stat. 4 & 5 Ann. c. 16, s. 9, makes all grants of manors or rents, or of the reversion, &c., effectual to all intents and purposes, as if the tenants, &c., had attorned, and its operation is explained in Birch v. Wright, 1 T. R. 373.[11] An example of the effect of this Act may also be seen in Doe v. Brown, 2 E. & B. 331, where a demise by way of grant for a term of years, to commence immediately, by one entitled to an estate-tail in remainder expectant on a life-estate, during the continuance of the latter, was held to operate as a conveyance of so much of the remainder, and to vest the estate immediately in the grantee by force of the Statute without an actual attornment of the tenant of the particular estate, whereas, before the Statute, the grantee would have had, without attornment, but an *interesse termini*. So in Funk's lessee v. Kincaid, 5 Md. 404, it was held that A., tenant of, and let into possession by B., and so holding at the time of an assignment of the reversion by B. to C., could not deny B.'s right to make the conveyance, and, under the conveyance and by virtue of the Statute, the relation of landlord and tenant was established between

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[9] Code 1911, Art. 21, sec. 12; Worthington v. Lee, 61 Md. 539; Rogers v. Cobb, 89 Md. 167.

[10] Code 1911, Art. 21, sec. 23; Evans v. Horan, 52 Md. 611.

[11] See also Allcock v. Moorhouse, 9 Q. B. D. 366.