Fitz. Entre, 7, 8. Bro. Ingress, 3. 2 Inst. 309. 1 Roll. 161. 11 H. 7, c. 20. Regist. 235.

The writ of entry given by this chapter is the writ *in casu proviso*, and lies for the reversioner against the *alienee* where tenant in dower aliens in fee, or for life, &c. It supposes the tenant to have aliened in fee, though it be or life only. In all cases of forfeitures by particular tenants, however, all legal estates created by them before, and all lawful charges made by them on the lands, are good and available, for the law will neither permit a lessor after he has granted a good and lawful estate to avoid it by his own act, nor will it hurt an innocent lessee for the fault of his lessor, 2 Black. Comm. 275; 3 Black. Comm. 183.

But alienations by lease and release, bargain and sale, &c. were not forfeitures, for no estate passed by them but what might legally pass. An instance of an alienation in fee by tenant by the curtesy by a bargain and sale will be found in Holt's lessee v. Smith, 1 H. & McH. 273. So also the alienation in fee *by deed* of tenant for life of anything which lies in grant, as a rent, common, or the like, was no forfeiture, Co. Litt. 251 b. *et seq.*, where the subject is discussed at large. And it may be added too, that where the land granted by the particular tenant was not well conveyed, as for want of due words in making the estate, or for some defect in the execution of livery of seisin, no forfeiture was incurred, Buckler's case, 2 Rep. 55 a.

By the usage and practice of this State, bargains and sales as modes of passing estates have nearly superseded all other modes of conveyance, Matthews v. Ward, 10 G. & J. 443; but said the Court there, though the deed were capable of transferring the estate as either a feoffment or a bargain and sale, the operative words of each species of conveyance being used, the question was one of construction depending on the words of the instrument, thus recognizing the distinction between the two forms of alienation, see also Cheny v. Watkins, 1 H. & J. 527, and note to 13 E. 1, St. 1, c. 1.[1] The Act of 1715, ch. 47, sec. 4,[2] rendered livery of seisin unnecessary where the deed was enrolled, but no provision for the enrollment of feoffments was made until the Act of 1766, ch. 14.[3] An instance of livery of seisin having been in fact made occurred as late as 1823, see Hays v. Richardson,
87 1 G. & J. 366. The forms *of conveyancing, given in the Schedule to Art. 24 of the Code, make use of the word "grant," which by the 12th[4] Section of that Article is made equivalent to the words "bargain and sell," or any other words purporting to transfer the whole estate of the grantor, in effecting that purpose; from which it may be argued that all estates in lands now lie in grant, livery of seisin being unnecessary, sec. 23.[5] Perhaps the non-existence of any case since 1715, in which a forfeiture has been enforced in case of an alienation by a particular tenant, is evidence that the common law on this head is practically obsolete.

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[1] Rogers v. Sisters of Charity, 97 Md. 550.
[2] Code 1911, Art. 21, sec. 23.
[3] Code 1911, Art. 21. sec. 1.
[4] Code 1911, Art 21, sec. 12.
[5] Code 1911, Art. 21, sec. 23.