ing estates, have nearly superseded all other modes of conveyance. The rule is laid down in Ware v. Richardson, 3 Md. 505, that in cases where the intention of the grantor is to prevail against the strict rules of interpretation, the Court will construe the deed as a feoffment or a bargain and sale as will most effectually accomplish that intention. But that where a conveyance may take effect either at common law or under the Statute of Uses, it shall operate at the common law, unless the intention of the parties appears to the contrary. It is true that in Ware v. Richardson the Court thought it unnecessary to determine whether the deed was a feoffment or a bargain and sale. It seems, however, that it was assumed that the deed there was to operate as a feoffment, for under a bargain and sale the legal estate vests in the bargainee, and it was there held that the legal fee was in the children of Mrs. Richardson after the trust estate for life.

To return. It was held in Ridgely v. McLaughlin, 3 H. & McH. 220 and Jones v. Jones, 2 H. & J. 281, that a deed of conveyance, executed by tenant in tail and not enrolled within the time prescribed by law, but recorded after the tenant's death under a decree in Chancery, could not operate against the tenant in tail, and that the Court therefore could not with propriety decree the recording of such a deed, estates tail not being within the Act of 1785, ch. 72, sec. 11, Code, Art. 16, sec. 23.[10] In the latter case the Chief Justice observed that the issue in tail claims *per formam doni*, and not from the tenant in tail, that a deed to bar him must be operative in the lifetime of the latter, for on his death the title of issue in tail attaches, and that estates tail were not within the above mentioned Act, because the petition must be filed against the heir, devisee, executor or administrator of the grantor, and with respect to the land entailed the heir or issue in tail is neither heir, devisee, executor or administrator.

In Todd v. Pratt, 1 H. & J. 465, it was held that a tenant in tail might dock the estate tail by a mortgage and convey the lands in fee, subject to be avoided on future payment of the money by the tenant in tail. And in Laidler v. Young, 2 H. & J. 69, where tenant in tail general had demised for seven years and died after the execution of the lease, the Court was of opinion that, under the Act, a tenant in tail might defeat the estate altogether or convey only a limited estate; the remainder will in the latter case descend. But if he intends to change the estate into a fee simple, a conveyance and reconveyance to himself are necessary. If he disposes of the estate a common deed of bargain and sale will vest a fee simple. If a limited interest is conveyed, the tenant in tail after the expiration of the particular interest takes the estate tail as originally held, and a lease will pass the estate for the term therein expressed. It was also held that a mortgage by tenant in tail did not convey the interest in fee; for when the money is paid the old estate is revived again, and the mortgage only defeats the estate tail for a limited time. But in Brogden v. Walker, *ibid.* 285, an estate tail was considered to be barred by a deed from Walker to Brogden, though *the latter was declared to hold the lands conveyed in trust for Walker **95**
and those claiming under him, and though Brogden was the reversioner, and see Carroll v. Maydwell, 3 H. & J. 292. Again, it was held in Partridge v. Dor-

[10] Code 1911, Art. 16, sec. 34.