uses themselves. An use cannot be limited upon an use,[5] but the true idea of this is where there are two uses limited upon the same estate or the same interest in lands. As where the whole fee, or an estate for life, or an estate tail is given to A. for the use of B. in trust for the use of C., there the Statute executes the possession in B., the first *cestui que use*, and goes no further, and the use limited to C. is determined to be on the same footing as it would have been before the Statute. But where lands are given to A. in fee to the use, first, of B. for life and then of C. in tail, there the Statute executes the possession in B. immediately; and upon his death it executes the possession in C. The Statute will execute any number of uses one after the other as they arise, *per* Hanson J. in Calvert's lessee v. Eden, 2 H. & McH. 336. But if an estate be limited to A. to the use of A. in trust for B., A. takes the legal estate by force of the common law and not by force of the Statute, and the second use is not executed by the Statute, for A. takes the seisin to the use of himself, and not to the use of another, Doe v. Passingham, 6 B. & C. 305; see 2 Wms. Saund. 116, Jeffreson v. Morton, *in notis*.[6]

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trustee, if any, was a bare legal title and that the beneficiary could call on him for a conveyance. And in Leonard v. Diamond, 31 Md. 536, it is said that in the case of simple trusts, where a court of equity would compel a trustee to convey, the presumption that a conveyance has been made will arise from lapse of time and in support of long continued possession by the beneficiary. And see Reid v. Gordon, 35 Md. 174.

Descent of naked trusts.—Under our statute, the naked title of a trustee descends to his common law heir. Code 1911, Art. 46, sec. 24. Hawkins v. Chapman, 36 Md. 83; Druid Park Co. v. Oettinger, 53 Md. 61; Latrobe v. Carter, 83 Md. 287; Dodge v. Dodge, 109 Md. 168.

[5] Where the conveyance operates under the Statute, as for example a bargain and sale, the uses declared are not operated upon by the Statute further than to vest the legal estate in the bargainee, the trustee, in accomplishing which the whole force of the Statute is expended, and the second and subsequent uses only take effect as trusts cognizable in a court of equity. Where, on the other hand, the conveyance is a feoffment, or other common law assurance, the question of the operation of the statute—whether and when it will operate to execute the uses declared and convert them into legal estates—will depend on the nature of the trust and the duties imposed upon the feoffee as trustee. Reid v. Gordon, 35 Md. 174; Brown v. Renshaw, 57 Md. 67; Handy v. McKim, 64 Md. 560; Rogers v. Sisters of Charity, 97 Md. 550; Brown v. Reeder, 108 Md. 657.

It is due to this difference that the court will, if appropriate terms be used, treat a deed either as a feoffment, or as a deed of bargain and sale, as will best subserve the intentions and purposes of the parties. See note 8 *infra*.

[6] In Brown v. Renshaw, 57 Md. 67, the conveyance was by bargain and sale to A, his heirs and assigns forever, *habendum* to A, his heirs and assigns forever, "to his and their proper use and behoof," in trust nevertheless, &c. It was held that the words quoted, when used in deeds of bargain and sale, have no particular meaning or effect in