Conveyances under the Statute.—A bargain and sale is the most usual conveyance under this Statute, and has in Maryland, it is said, nearly superseded every other method of conveyance. It consists of a bargain and sale by one seised of lands in possession, or in vested remainder or reversion to a purchaser for *money*. To constitute a deed of bargain and sale, said the Court in Cheney's lessee v. Watkins, 1 H. & J. 527, there must be a money consideration, or general words of consideration under which a pecuniary consideration may be averred; "other land" being expressed to be the consideration is not enough; if "divers good causes and considerations" are set out in the deed, and not any specific consideration, the party may aver what the consideration was, and if money, it will be a deed of bargain or sale; if blood, marriage, or natural love and affection, it will operate as a covenant to stand seised. It is understood, however, that the bargain and sale for money is a matter of form only, and the conveyance is good if it only purport to be on a pecuniary consideration, however trivial, Maccubbin v. Cromwell, 7 G. & J. 157,[7] and though in fact the consideration be not pecuniary, and whether the sum inserted in the deed has been paid or not, but payment by one of several bargainees is sufficient to make the land pass to all, Maccubbin v. Cromwell. The effect of this contract of bargain and sale is, that the vendor becomes seised to the use of the purchaser in fee, or for life, or for years, according to the limitations contained in the deed; and thereupon the Statute executes the use and invests the purchaser with the legal estate accordingly. Such a conveyance transferred a freehold in possession without livery, a reversion or remainder without attornment, and an estate for years without entry, which were all respectively necessary to the perfect creation of such estates at the common law. The use being thus executed in the bargainee,

---

determining either the extent of the interest conveyed or the nature and quality of estate intended to be vested and in fact serve no office whatever. The court also said the result would not be different if the deed were a feoffment; that the legal estate would still be executed in A, for it was well settled that a feoffment to A and his heirs to the use of A and his heirs would give him the legal estate, the express language of the Statute which requires that one person be *seised to the use of another*, in order to make a case in which the Statute will operate, giving way to the intention of the parties. See also Brown v. Reeder, 108 Md. 657.

In England a conveyance to A "unto and to the use of A in fee simple" operates at common law, the Statute being held to have no application unless there is some one named in the declaration to use who is not named in the grant. Savill Bros. v. Bethel, (1902) 2 Ch. 523; Orme's Case, L. R. 8 C. P. 281; Hadfield's Case, L. R. 8 C. P. 306; Lowcock v. Overseers, 12 Q. B. D. 369. The effect of the additional words "to the use of" is simply to prevent a possible resulting trust. Williams' Real Property (18th Ed.) 170, 171.

[7] In Brown v. Renshaw, 57 Md. 75, it is held that where a deed of trust expresses a money consideration and professes to be made thereon, though the amount is merely nominal, and contains appropriate terms, it will be treated as a bargain and sale. But see note 8 *infra*.