

the Statute on the principles above mentioned goes no further, *West v. Biscoe*, 6 H. & J. 460, and ulterior limitations to uses are merely trusts in Chancery, *Matthews v. Ward*, 10 G. & J. 443.

How conveyances operate.—It has been laid down, however, by the Court of Appeals in *Ware v. Richardson*, 3 Md. 505, that if a conveyance may operate at common law or under the Statute of Uses, it shall operate at common law unless the intention of the parties appears to the contrary. With us, enrollment answers the purpose of livery of seisin and is equally required in conveyances at common law and under the statute. And, although in *Matthews v. Ward supra*, the Court intimated that whether a particular instrument was a deed of feoffment or of bargain and sale was a question of law to be decided from the deed itself, yet it appears from that case and *Ware v. Richardson*, that where *a deed contains **300** words operative at common law and words operative under the Statute, the intention of the parties is to be respected in determining in what manner it is to operate.⁸ Accordingly in *Matthews v. Ward* the Court construed the deed to be a deed of bargain and sale, while in *Ware v. Richardson* they held the deed to be a feoffment.

In the latter case, the deed, in consideration of the natural love, &c. the grantor bore to C. a married woman, and five shillings, "granted, bargained and sold, aliened, enfeoffed, released, conveyed, and confirmed" unto A., his heirs, and assigns, the land in question, *habendum* to A. his heirs, &c., in trust that B. the grantor should during her life have, hold, use, and enjoy the same, &c., and from and immediately after her decease upon the further trust, that C. should during her life have, hold, use, occupy, possess, and enjoy the said land, &c., and the rents, &c., and the same to convert to her own proper use and benefit notwithstanding her coverture, and that without the let, trouble, or control of her present or any future husband, or being in any manner liable or subject to the payment of his debts, as fully in every respect as if she were sole and unmarried, and from and immediately after the death of the said C., then to and for the use and benefit of the legal heirs and representatives of the said C. On the one hand it was insisted, that the deed was a bargain and sale, that the use was executed in A. the trustee, that the limitations to use were mere trusts in equity, and that under the rule in *Shelley's case*, they would coalesce in C. On the other hand it was contended, that to fulfil the intention of the grantor the deed should be considered a feoffment, and the estate executed in the trustee during the life of C., and after her death in her heirs.

Uses to married women.—The Court observed that the mere interposition of a trustee to protect a trust estate in a third person, even though a married woman, would not prevent the use from being executed in the *cestui que use*, unless there was attached to the trustee the performance

⁸ It now seems established law that in construing deeds of freehold, the court will, if appropriate terms be used therein, treat them either as deeds of feoffment, or as deeds of bargain and sale, as will best subserve the objects and purposes in contemplation of the parties. *Handy v. McKim*, 64 Md. 560; *Rogers v. Sisters of Charity*, 97 Md. 550.