Dyer 15, 221. 1 Co. 11. 3 Co. 58. 4 Co. 81. 5 Co. 17. 8 Co. 51. 2 Inst. 274.

By the Act of 1856, ch. 154, sub-ch. 1, sec. 9, it was enacted that "no covenants shall be implied in any conveyance of real estate." But this provision is not included in the Code.

Effect of word "Dedi."—*Lord Coke says in Nokes' case, 4 Rep. 80 b, **76** that he heard the Lord Dyer and the whole Court of Common Pleas resolve, that if a man makes a feoffment by Deed by this word *Dedi*, and with express warranty in the Deed, he may use the one or the other at his election. And that the Statute *de Bigamis*, cap. 6, is to be intended, that *Dedi* imports a warranty, although the clause of warranty be not contained in the Deed. He then cites the Act and goes on to say: "But *Nota* by force of the said Act, now *Dedi* is made an express warranty during the life of the Feoffor." The subject is explained at some length in Mr. Butler's note (1) to Co. Litt. 384 a. Warranty, he says, may be expressed as the parties think proper: if it be not expressed, then, in conveyances in fee-simple, it is not implied by the word "grant," or any other word, except the word "give;" and then it holds only during the life of the grantor: in gifts in tail, and in leases for life, by the word "give," where the reversion is left in the donor, the tenure between him and the donee or lessee still continues. Of that tenure it is a necessary consequence of law, and is not considered to be restrained by any express covenants. In leases for years rendering rent, warranty, considering it to import a covenant for the quiet enjoyment of the term, is of the essence itself of the lease (Baugher v. Wilkins, 16 Md. 35)[1]; but the lease being originally founded on contract, any of its terms may be varied by the parties themselves at their pleasure, and are in fact considered as varied *pro tanto* by the insertion of any express covenant. (See Browning v. Wright, 2 B. & P. 513.)[2] But the effect of an express covenant in restraining the effect of an implied general covenant is not to be confounded with the effect of a particular covenant in restraining the effect of an express general covenant, as the latter is not restrained by a subsequent covenant, unless it can be considered as part of the general covenant, see Nokes' case *supra;* 1 Wms. Saund. 60, 60 a, Gainsforth v. Griffith. In Morris v. Harris, 9 Gill, 19,[3] the Court said that, though at common law between parceners every partition has annexed to it the warranty implied, that if by defect of title in the ancestor either loses any part of the allotment by eviction, he may enter on the others and defeat the partition, or vouch them to warranty, and recover a recompense,

[1] But while the law implies an undertaking on the part of the lessor that the lessee shall have undisturbed possession of the premises during the term, this is not a warranty against strangers or wrongdoers and does not mean that the lessor is required to put the lessee in possession. Sigmund v. Howard Bank, 29 Md. 328.

[2] Mostyn v. West Mostyn Co., 1 C. P. D. 145.

[3] See Preston v. Evans, 56 Md. 476, 493; Glenn v. Baltimore, 67 Md. 390, 400.