grantor or donor besides the purpose for which the estate is declared to be created. But such words do not make a condition when used in deeds of private persons. If one makes a *feoffment* in fee, *ea intentione, ad effectum, ad propositum,* and the like, the estate is not conditional, but absolute, notwithstanding. Co. Litt. 204a, Shep. Touch. 123, Dyer, 138b. . . . Ordinarily the . . . non-fulfilment of the purpose for which a conveyance by deed is made, will not of itself defeat an estate . . . We believe there is no authoritative sanction for the doctrine that a deed is to be construed as a grant on a condition subsequent solely for the reason that it contains a clause declaring the purpose for which it is intended the granted premises shall be used where such purpose will not enure specially to the benefit of the grantor and his assigns . . . If it be asked whether the law will give any force to the words in a deed which declare that the grant is made for a specific purpose or to accomplish a particular object is that they may if properly expressed create a confidence or trust or amount to a covenant or agreement on the part of the grantee . . . conditions subsequent are not to be favoured or raised by inference or implication."

Duke of Norfolk's Case (*Hil. Term* 3 & 4 Ph. & M.), 2 Dyer 138b. "It seems *ea inentione* do not make a condition but a confidence and trust . . ." per Saunders and Stamford Justices of B.R., p. 139 (a).

"No particular form of words is necessary to create a covenant. It is sufficient if from the construction of the whole deed it appears that the party meant to bind himself." Elphinstone, p. 409, Rule 151: "Wherever the intent of the parties can be collected out of a deed for doing or not doing a thing, covenant will lie," per Nottingham, C. *Hill* v. *Carr,* 1 Ca. Ch. 294; 2 Mod. 86; 3 Swans. 638. Lindley, J., points out in *Brooks* v. *Drysdale* (1877), 3 C. P. D. 52, at p. 60, a covenant may be "in the form of a condition, a proviso or a stipulation," and Parke B., says in *G. N. R.* v. *Harrison* (1852), 12 C. B., at p. 609: "No particular form of words is necessary to form a covenant; but wherever the Court can collect from the instrument an engagement on the one side to do or not to do something, it amounts to a covenant, whether it is in the recital or in any other part of the instrument."

To my mind, there can be no doubt taking the deed as it stands, the words employed enable the Court to collect,