to convey the immediate freehold, as the feudal law required an open and notorious delivery of the lands. It was used to convey interests in land which were incapable of livery, as remainders and other incorporeal rights, such as easements. But its operation was direct and immediate. As the conveyances in use in the early part of the last century were inconvenient, the statute (now R.S.O. 1914, ch. 109, sec. 3) was passed by which it was enacted that "All corporeal tenements and hereditaments shall, as regards the conveyance of the immediate freehold thereof, be deemed to be in grant as well as in livery." No additional significance, no different operation, no wider meaning were given to the word "grant," but it was applied to a new interest, namely, the immediate freehold. It still remained a conveyancing word having direct and immediate operation; and became an additional mode of conveying the immediate freehold. The point arose acutely in *Savill Brothers* v. *Bethell*, [1902] 2 Ch. 523, where a grant was made of a piece of land to become operative at a future date. Stirling, L.J., in delivering the judgment of the Court of Appeal, said at pages 539-40: "Formerly a deed of grant was a mode of assurance applicable only to incorporeal hereditaments, including reversions and remainders in land, but by 8-9 Vict. ch. 106, sec. 2, it was enacted that corporeal hereditaments, as regards the conveyance of the immediate freehold thereof should be deemed to be in grant as well as in livery. The statute, however, in no way alters the rules of law with respect to the creation of estates." And the Court held the conveyance to be void. So we have the direct authority of the Court of Appeal that a grant of an estate of freehold to commence *in futuro* is contrary to the rules of law, and is therefore ineffective to convey the estate.

His Lordship, however, followed on, after the passage above quoted, to say, "even if no actual conveyance of the legal estate is effected, the conveyance could operate as a covenant to stand seised." Where there is a valid covenant to stand seised, the legal estate does in fact pass to the covenantee. The covenantor, being seised, covenants that he will stand seised to the use of the covenantee, and the Statute of Uses executes the use and passes the legal estate to the covenantee. But the consideration for a covenant to stand seised must be either blood or marriage: Sanders on Uses, vol. 2, page 80. If a consideration of money be added to the consideration of marriage, the use will arise on the latter consideration only: *Ibid*, vol. 2, page 81. In the present case the consideration was $1.00. As it was quite apparent from the nature of the transaction that the land was intended to be conveyed only because the grantee was the husband of the grantor, it might be concluded that the consideration of marriage existed, and the benevolent construction that the deed might be treated as a covenant to stand seised might be accorded to it. But here another difficulty arises. Sanders says (vol. 2, page 81), "If a covenant be made to stand seised to the use of a person related to the covenantor by blood or marriage and of a stranger the whole use will vest in the relative." That is to say, that the consideration of blood or marriage moves wholly from the husband, wife or relative, and is the only consideration that will raise the use, and therefore the use will be raised only in favour of the spouse or relative, and the stranger gets nothing. If the consideration be divided, and the relation of marriage be attributed to the grantee's life estate,