The following is the opinion of Michael Joseph. As with anything in life you can accept my opinion as valuable or disregard. Either way I strongly advise the Reader to do his/her own work. Do not trust in this man or any other man.

Trust God.

Allow the following commentary to serve as elaboration upon [the] "Commentaries on the Laws of England, by William Blackstone" that can be found here: http://ebooks.adelaide.edu.au/b/blackstone/william/comment/book2.7.html

Specifically I wish to address a subset of Book 2 – Chapter 7 as follows:

ESTATES of freehold then are divisible into estates of inheritance, and estates not of inheritance. The former are again divided into inheritances absolute or fee-simple; and inheritances limited, one species of which we usually call fee-tail.

1. TENANT in fee-simple (or, as he is frequently styled, tenant in fee) is he that has lands, tenements, or hereditaments, to hold to him and his heirs for ever;[5] generally, absolutely, and simply; without mentioning what heirs, but referring that to his own pleasure, or to the disposition of the law. The true meaning of the word fee (*feudum*) is the same with that of feud or fief, and in its original sense it is taken in contradistinction to allodium;[6] which latter the writers on this subject define to be every man's own land, which he possesses merely in his own right, without owing any rent or service to any superior. This is property in its highest degree; and the owner thereof has *absolutum et directum dominium* [absolute and direct ownership], and therefore it is said to be seized thereof absolutely *in dominico suo* , in his own demesne. But *feudum* , or fee, is that which is held of some superior, on condition or rendering him service; in which superior the ultimate property of the land resides. And therefore Sir Henry Spelman[7] defines a feud or fee to be the right which the vassal or tenant has in lands, to use the same, and take the profits thereof to him and his heirs, rendering to the lord his due services; the mere allodial propriety of the soil always remaining in the lord. This allodial property no subject in England has;[8] it being a received, and now undeniable, principle in the law, that all the lands in England are held mediately or immediately of the king. The king therefore only has *absolutum et directum dominium* ;[9] but all subject's lands are in the nature of *feudum* or fee; whether derived to them by descent from their ancestors, or purchased for a valuable consideration; for they cannot come to any man by either of those ways, unless accompanied with those feudal clogs, which were laid upon the first feudatory when it was originally granted. A subject therefore has only the usufruct, and not the absolute property of the soil; or, as Sir Edward Coke expresses it,[10] he has *dominium utile* , but not *dominium directum* . And hence it is that, in the most solemn acts of law, we express the strongest and highest estate, that any subject can have, by these words; "he is seized thereof in his demesne, as of fee." It is a man's demesne, *dominicum* , or property, since it belongs to him and his heirs for ever: yet this *dominicum* , property, or demesne, is strictly not absolute or allodial, but qualified or feudal: it is his demesne, as of fee; that is, it is not purely and simply his own, since it is held of a superior lord, in whom the ultimate property resides.

Commentary on the foregoing shall appear hereinafter [like this…….end of comment]

However prior to quoting William Blackstone, see the following sample of a WARRANTY DEED TO TRUSTEE; consider as follows:

THIS WARRANTY DEED is made this **Date of Trust Creation**, by and between **Legal Name**, (hereinafter referred to as "Grantor"), and **Name of the Trust (any name)** a Land Trust (an executory trust) and the hereinafter named Trustee (hereinafter referred to as "Grantee")

[Note to Reader: The Grantee is Trustee. I used this TYPE of DEED because in reality this is the case in most all deeds today

End of Comment]

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, transfers and conveys to the Grantee, all that certain land situate in **Name of County**, **Name of State**, to wit:

Legal Description:	**BEING all of (LEGAL DESCRIPTION IN DEED BOOK)**
Property Address:	**Physical Address where the land is located**

[Note to Reader: Who cannot see Survey in the foregoing? For the Property is situate in Surveyed Estate and more specifically Surveyed on a Plat recorded in a Book of Maps – recorded upon some County Registry

End of Comment]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold in fee simple forever.

[Note to Reader: I strongly suggest that the Reader examine CAREFULLY the following terms – tenements, hereditaments, and appurtenances. And now see the clause "to have and to hold" have you ever considered what that means? To gain a purchase upon a thing may be permanent or temporary – as in naval terms – to gain a purchase on an object for lifting – but what is this? – in fee simple forever. The fee simple part is the object of this writing and I shall get to it shortly.

End of Comment]

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized **of** said land in fee simple; has good, right and lawful authority to sell and convey said land, hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 20XX (Year of the conveyance)** conditions, restrictions, easements, limitations and zoning ordinances of record, if any, and the following described mortgages, which Grantee herein takes subject to and agrees to pay:

[Note to Reader: Now then the foregoing is an Agreement which is the NEXUS of the Trust established within this Trust Indenture. Since the Grantee is receiving a Grant, the Grant received is ONLY as good as the Grant received by the Grantor. But I get ahead of myself. I intend to cover this extensively. Notice the Grantor covenants that said Grantor has lawful AUTHORITY. This should be clear to even the average reader. Authority from whom? Again, we shall get there. I do not wish to get ahead of myself.

End of Comment]

Now on to William Blackstone:

ESTATES of freehold then are divisible into **estates of inheritance**, and estates not of inheritance. **The former are again divided into inheritances absolute or fee-simple**;

[Note to Reader: Now then it is time to realize that Absolute Title is NOT Fee Simple Title. It NEVER will be. I tire of the guru's

End of Comment]

and inheritances limited, one species of which we usually call fee-tail.

[Note to Reader: I do not seek to cover estates in Tail but I suggest that the reader might read about estates in fee-tail to comprehend why Ben Bernacke, Chairman to the Board of Governors for the Federal Reserve said that "gold creates a tail risk."

Some of the older Readers may recall Deeds that indicates Joint Tenant or Tenant's in Common; therefore before we start let's unravel this thing right so that there can be comprehension and confusion may be dispelled. What is a Tenant, in Land?

A Tenant goes to USE and we shall explore both 1st Tenant then USE:

TENANT, estates. One **who holds or possesses lands or tenements by any kind of title, either in fee**, for life, for years, or at will. See 5 Mann. & Gr. 54; S. C. 44 Eng. C. L. Rep. 39; 5 Mann. & Gr. 112; Bouv. Inst. Index, h . t.

Examining the foregoing Deed the Grantee is "to have and to hold LANDS, right? And the holding is in "fee simple", right? Just checking.

TO HAVE. These words are used in deeds for the conveyance of land, in that clause **which usually declared for what estate the land is granted**. The same as Habendum. (q. v.) Vide Habendum; Tenendum.

TO HOLD. These words are now used in a deed **to express by what tenure the grantee is to have the land.** The clause which commences with these words is called the tenendum. Vide Habendum; Tenendum.

What is Tenure?

TENURE, estates. The manner in which lands or tenements are holden.

2. According to the English law, all lands are held mediately or immediately from the king, as lord paramount and supreme proprietor of all the lands in the kingdom. Co. Litt. 1 b, 65 a; 2 Bl. Com. 105.

3. The idea of tenure; pervades, to a considerable degree, the law of real property in the several states; the title to land is **essentially** allodial, and every tenant in fee simple has an absolute and perfect title, yet in technical language, his estate is called an estate in fee simple, **and the tenure free and common socage**. 3 Kent, Com. 289, 290.

Essentially Allodial is NOT allodial as we shall soon see. But now on to USE.

USE, estates. A confidence reposed in another, **who was made tenant of the land** or terre tenant, that **he** should dispose of the land **[He = Tenant]** according to the intention of the cestui que use **[CQU is the one who created the Use],** or him to whose use it was granted **[see that the Rights in the Creator may be granted or assigned]**, and suffer him to take the profits **[See now the Tenant/Trustee is allowed to take the profits as Consideration for the Use]**. Plowd. 352; Gilb. on Uses, 1; Bac. Tr. 150, 306; Cornish on Uses, 1 3; 1 Fonb. Eq. 363; 2 Id. 7; Sanders on Uses, 2; Co. Litt. 272, b; 1 Co. 121; 2 Bl. Com. 328; 2 Bouv. Inst. n. 1885, et seq.

2. **In order to create a use, there must always be a good Consideration**; though, when once raised, it may be passed by grant to a stranger, without consideration. Doct. & Stu. , Dial. ch. 22, 23; Rob. Fr. Conv. 87, n.

Let us be blunt. A confidence reposed in another is called Trust. Therefore one party is appointing another party to be Trustee. But there MUST needs be a good Consideration; therefore there is typically a transfer of money or there is a provision whereby the Tenant may receive the profits, rents, avails or proceeds of the Land, in Sale or Lease.

Let's get crackin' – but it is vital to comprehend that a Tenant is Trustee. If you don't see this then you need to perform a word study and it should quickly become obvious.

End of Comment]

TENANT in fee-simple (or, as he is frequently styled, tenant in fee) is he that has lands, tenements, or hereditaments, to hold to him and his heirs for ever;[5] generally, absolutely, and simply; without mentioning what heirs, but referring that to his own pleasure, or to the disposition of the law.

[Note to Reader: See that the fee is general absolutely and simply and the Tenant is to Hold to himself – therefore the Tenant is Trustee in POSSESSION of the Legal Title and is therefore the Owner as a Trustee Owns property.

End of Comment]

The true meaning of the word fee (*feudum*) is the same with that of feud or fief, and in its original sense it is taken in contradistinction to allodium;[6] which later the writers on this subject define to be every man's own land, which he possesses merely in his own right, without owing any rent or service to any superior.

[Note to Reader: Contradistinction means in a sense to compare. Therefore in Fee is NOT the same as in Allodium. But we shall get there. First lets discuss Allodium

End of Comment]

This is property in its highest degree; and the owner thereof has *absolutum et directum dominium* [absolute and direct ownership], and therefore it is said to be seized thereof absolutely *in dominico suo* , in his own demesne.

[Note to Reader: Allodium Title is Good and Just Title and Allodium Title is the HIGHEST DEGREE of Title. As we shall soon see it is only the King and the State with Allodium Title. Again I say Title in Fee is NOT Allodium Title

End of Comment]

But *feudum* , or fee, is that which is held of some superior, on condition or rendering him service; in which superior the ultimate property of the land resides.

[Note to Reader: ALL STOP. Read the foregoing sentence again. Fee is that which is held of some superior…..in which superior, the ULTIMATE PROPERTY of the land resides! Property of the Land is properly Claimed, Surveyed and clearly within an Estate. Therefore Property of the Land is NOT the Land! For no one at this level is dumb enough to claim against God.

End of Comment]

And therefore Sir Henry Spelman[7] defines a feud or fee to be the right which the vassal or tenant has in lands, to use the same, and take the profits thereof to him and his heirs, rendering to the lord his due services;

[Note to Reader: A VASSAL or TENANT is subordinate to the Lord or the Feud. Therefore the Use is created by the Lord in the Tenant and notice that the Consideration is the profits to the Vassal or Tenant and their heirs. Therefore the Use may be transferred into Trust. Layers! Now notice there is an Agreement and the Superior Lord [Feud] makes the Use in the Tenant whereby the Tenant pays the Lord for the Use and the Lord then conveys a Grant, in Land, to the Tenant whereby the Tenant holds the lands, in USUFRUCT, and is allowed the profits of the Land; but the Tenant MUST perform service to the Lord. Register for Draft, amongst others.

End of Comment]

the mere allodial propriety of the soil always remaining in the lord.

[Note to Reader: Therefore the Fee is a Conditional Grant – Qualified – whereby the Lord does NOT convey the entire Estate but a Qualified portion of the Estate.

End of Comment]

This allodial property no subject in England has;[8]

[Note to Reader: And this Allodial Property NO SUBJECT IN the United States has!

End of Comment]

it being a received, and now undeniable, principle in the law, that all the lands in England are held mediately or immediately of the king.

[Note to Reader: And the Lands in the United States and the States, which have all bowed under to the United States – as early as 1789 and before – are all mediately or immediately of the United States – and maybe still in the King of Britton – for the King of Britton NEVER reliquinished his Rights in his Colonies/Corporations – but he set his subject free. And therefore the Lands acquired were by Grant of the King and therefore one must needs be follow chain of title to the first Kingdom as far as Grants go, such that one may know the true nature of the Estate Granted. Since the King never relinquished his Right in his Colonies/Corporations, then what if the Monarchy has leveraged those Possessions to a Banker? **Consider, who may be the Cestui Que Use today.**

End of Comment]

The king therefore only has *absolutum et directum dominium* ;[9] but all subject's lands are in the nature of *feudum* or fee;

[Note to Reader: And therefore the State only has *absolutum et directum dominium* ;[9] but all subject's lands are in the nature of *feudum* or fee;

End of Comment]

whether derived to them by descent from their ancestors, or purchased for a valuable consideration;

[Note to Reader: Meaning did you acquire title by your progenitors [Father and Mother] or did you Purchase Title. Tangent – what pray tell did you USE to Purchase title – see now another layer of Trust? Was it State money or was it credit of a different nature?

End of Comment]

for they cannot come to any man by either of those ways, unless accompanied with those feudal clogs, which were laid upon the first feudatory when it was originally granted.

[Note to Reader: "They" is the Lands in the United States and the States. And therefore the Lands acquired were by Grant and therefore one must needs be follow chain of title to the first Grant as far as Grants go, such that one may know the true nature of the Estate Granted. For you, as Grantor can only Grant what you receive and Possess. And you, as Grantee can only receive what the Grantor may Possess. Therefore again to make the point clear, "**those feudal clogs" are still in FULL FORCE upon every Grant made today**.

End of Comment]

A subject therefore has only the usufruct, and not the absolute property of the soil;

[Note to Reader: Well here we are right back where we started with the USUFRUCT. So then what is Usufruct?

USUFRUCT, civil law. The right of enjoying a thing, **the property of which is vested in another**, and to draw from the same all the profit, utility and advantage which it may produce, provided it be without altering the substance of the thing.

USUFRUCTUARY, civil law. One who has the right and enjoyment of an usufruct.

Clearly the Usufruct is the Trustee in USE. If you need refreshing as to USE:

USE, estates. A confidence reposed in another, **who was made tenant of the land** or terre tenant, that **he** should dispose of the land **[He = Tenant]** according to the intention of the cestui que use **[CQU is the one who created the Use],** or him to whose use it was granted **[see that the Rights in the Creator may be granted or assigned]**, and suffer him to take the profits **[See now the Tenant/Trustee is allowed to take the profits as Consideration for the Use]**. Plowd. 352; Gilb. on Uses, 1; Bac. Tr. 150, 306; Cornish on Uses, 1 3; 1 Fonb. Eq. 363; 2 Id. 7; Sanders on Uses, 2; Co. Litt. 272, b; 1 Co. 121; 2 Bl. Com. 328; 2 Bouv. Inst. n. 1885, et seq.

Since a Usufructuary enjoys a thing, one must comprehend what it means to ENJOY a thing?

But before we continue with ENJOY we must first comprehend that a Tenant must TAKE POSSESSION of PROPERTY. And Therefore there must be ENTRY.

ENTRY, estates, rights. The taking possession of lands **by the legal owner.**

And now, who cannot see that the Tenant is the Trustee with the Legal Title?

Now on to ENJOY:

ENJOYMENT. The right which a man possesses of receiving all the product of a thing for his necessity, his use, or his pleasure.

PROD'UCT, n. [L. productus, from produco.]

1. That which is produced by nature, as fruits, grain, metals; as the product of land; the products of the season.

2. That which is formed or produced by labor or by mental application; as the products of manufacturers, of commerce or of art; the products of great and wise men. In the latter sense, production is now generally used.

Therefore Product is a Derivative from a thing.

End of Comment]

or, as Sir Edward Coke expresses it,[10] he has *dominium utile* ,

[Note to Reader: Therefore the Trustee is with the Usufruct of the Land and to that is his ONLY grant of estate.

UTIL'ITY, n. [L. utilas, from utor, to use.]Usefulness; production of good; profitableness to some valuable end; as the utility of manures upon land;

End of Comment]

but not *dominium directum* .

[Note to Reader: For this Dominion is in the Land Lord or the Feud who issued the Fee. Also take another look at USE. The Trustee MUST perform according to the intention of the Cestui Que Use; and, therefore it is the CQU that is with the *dominium directum.*

End of Comment]

And hence it is that, in the most solemn acts of law, **we express the strongest and highest estate, that any subject can have, by these words; "he is seized thereof in his demesne, as of fee."**

[Note to Reader: Reader does your General Warranty Deed say "in Fee Simple" or not? If the word FEE even appears then you, as Grantee, Trustee are NOT with an Allodial Estate.

End of Comment]

It is a man's demesne, *dominicum* , or property, since it belongs to him and his heirs for ever: yet this *dominicum* , property, or demesne, is strictly not absolute or allodial, but qualified or feudal: it is his demesne, as of fee; that is, it is not purely and simply his own, since it is held of a superior lord, in whom the ultimate property resides.

[Note to Reader: William Blackstone gets it done here. A title "in Fee" is a Qualified Estate and NOT Allodial. And said Title is subject to the Superior Lord and in the U.S. that probably is the State.

End of Comment]

Now back to Blackstone. Please Read and then I will provide commentary as hereinbefore: Quoting William Blackstone as follows:

THIS is the primary sense and acceptation of the word fee. But (as Sir Martin Wright very justly observes[11]) the doctrine, "that all lands are held," having been for so many ages a fixed and undeniable axiom, our English lawyers do very rarely (of late years especially) use the word fee in this its primary original sense, in contradistinction to allodium or absolute property, with which they have no concern; but generally use it to express the continuance or quantity of estate. A fee therefore, in general, signifies an estate of inheritance; being the highest and most extensive interest that a man can have in a feud: and, when the term is used simply, without any other adjunct, or has the adjunct of simple annexed to it, (as, a fee, or, a fee-simple) it is used in contradistinction to a fee conditional at the common law, or a fee-tail by the statute; importing an absolute inheritance, clear of any condition, limitation, or restrictions to particular heirs, but descendible to the heirs general, whether male or female, lineal or collateral. And in no other sense than this is the king said to be seized in fee, he being the feudatory of no man.[12]

TAKING therefore fee for the future, unless where otherwise explained, in this its secondary sense, as a state of inheritance, it is applicable to, and may be had in, any kind of hereditaments either corporeal or incorporeal.[13] But there is this distinction between the two species of hereditaments; that, of a corporeal inheritance a man shall be said to be seized in his demesne, as of fee; of an incorporeal one he shall only be said to be seized as of fee, and not in his demesne.[14]

For, as incorporeal hereditaments are in their nature collateral to, and issue out of, lands and houses,[15] their owner has no property, *dominicum* , or demesne, in the thing itself, but has only something derived out of it; resembling the servitudes, or services, of the civil law.[16] The *dominicum* or property is frequently in one man, while the appendage or service is in another. Thus Gaius may be seized as of fee, of a way going over the land, of which Titius is seized in his demesne as of fee. The fee-simple or inheritance of lands and tenements is generally vested and resides in some person or other; though diverse inferior estates may be carved out of it. As if one grants a lease for twenty one years, or for one or two lives, the fee-simple remains vested in him and his heirs; and after the determination of those years or lives, the land reverts to the grantor or his heirs, who shall hold it again in fee-simple. Yet sometimes the fee may be in abeyance, that is (as the word signifies) in expectation, remembrance, and contemplation of law; there being no person in esse, in whom it can vest and abide; though the law considers it as always potentially existing, and ready to vest whenever a proper owner appears. Thus, in a grant to John for life, and afterwards to the heirs of Richard, the inheritance is plainly neither granted to John nor Richard, nor can it vest in the heirs of Richard till his death, *nam nemo est haeres viventis* [no one is the heir of the living]: it remains therefore in waiting, or abeyance, during the life of Richard.[17] This is likewise always the case of a parson of a church, who has only an estate therein for the term of his life: and the inheritance remains in abeyance.[18] And not only the fee, but the freehold also, may be in abeyance; as, when a parson dies, the freehold of his glebe is in abeyance, until a successor be named, and then it vests in the successor.[19]

[And onto Commentary….end of Comment]

THIS is the primary sense and acceptation of the word fee. But (as Sir Martin Wright very justly observes[11]) the doctrine, "that all lands are held," having been for so many ages a fixed and undeniable axiom, our English lawyers do very rarely (of late years especially) use the word fee in this its primary original sense, in contradistinction to allodium or absolute property, with which they have no concern;

[Note to Reader: So the Term FEE is Fixed in light of USAGE. It has become Custom.

USAGE. Long and uniform practice. In its most extensive meaning this term includes **custom and prescription,** though it differs from them in a narrower sense, it is applied to the habits, modes, and course of dealing which are observed in trade generally, as to all mercantile transactions, or to some particular branches of trade.

PRESCRIPTION. The manner of acquiring property by a long, honest, and uninterrupted possession or use during the time required by law. The possession must have been possessio longa, continua, et pacifica, nec sit ligitima interruptio, long, continued, peaceable, and without lawful interruption. Domat, Loix Civ. liv. 3, t. 29, s. 1; Bract. 52, 222, 226; Co. Litt. 113, b; Pour pouvoir prescire, says the Code Civil, 1. 3, t. 20, art. 22, 29, il faut une possession continue et non interrompue, paisible, publique, et a titre de proprietaire. See Knapp's R. 79.

2. The law presumes a grant before the time of legal memory when the party claiming by prescription, or those from whom he holds, have had adverse or uninterrupted possession of the property or rights claimed by prescription. This presumption may be a mere fiction, the commencement of the user being tortious; no prescription can, however, be sustained, which is not consistent with such a presumption.

3. Twenty years uninterrupted user of a way is prima facie evidence of a prescriptive right. 1 Saund. 323, a; 10 East, 476; 2 Br. & Bing. 403; Cowp. 215; 2 Wils. 53. The subject of prescription are the several kinds of incorporeal rights. Vide, generally, 2 Chit. Bl. 35, n. 24; Amer. Jurist, No. 37, p. 96; 17 Vin. Ab. 256; 7 com. Dig. 93; Rutherf. Inst. 63; Co. Litt. 113; 2 Conn. R. 584; 9 conn. R. 162; Bouv. Inst. Index, h.t.

5. The prescription which has the effect to liberate a creditor, is a mere bar which the debtor may oppose to the creditor, who has neglected to exercise his rights, or procured them to be acknowledged during the time prescribed by law. The debtor acquires this right without any act on his part, it results entirely from the negligence of the creditor. The prescription does not extinguish the debt, it merely places a bar in the hands of the debtor, which he may use or not at his choice against the creditor. The debtor may therefore abandon this defence, which has been acquired by mere lapse of time, either by paying the debt, or acknowledging it. If he pay it, he cannot recover back the money so paid, and if he acknowledge it, he may be constrained to pay it. Poth. Intr. au titre xiv. des Prescriptions, Bect. 2. Vide Bouv. Inst. Theo. pars prima, c. 1, art. 1, Sec. 4, s. 3; Limitations.

CUSTOM. **A usage which had acquired the force of law.** It is, in fact, a *lex loci*, which regulates all local or real property within its limits. A repugnancy which destroys it, must be such as to show it never did exist. 5 T. R. 414.

2. **A custom derives its force from the tacit consent of the legislature and the people**, and supposes an original, actual deed or agreement. 2 Bl. Com. 30, 31; 1 Chit. Pr. 283. Therefore, custom is the best interpreter of laws: *optima est legum interpres consuetudo*. Dig. 1, 8, 37; 2 Inst. 18. It follows, therefore, there; can be no custom in relation to a matter regulated by law. 8 M. R. 309. Law cannot be established or abrogated except by the sovereign will, but this will may be **express or implied and presumed** and whether it manifests itself by word or by a series of facts, is of little importance. When a custom is public, peaceable, uniform, general, continued, reasonable and certain, and has lasted "time whereof the memory of man runneth not to the contrary," it acquires the force of law. And when any doubts arise as to the meaning of a statute, the custom which has prevailed on the subject ought to have weight in its construction, for the manner in which a law has always been executed is one of its modes of interpretation. 4 Penn. St. Rep. 13.

2. **Particular customs, are those which affect the inhabitants of some particular districts only.**

Notice All Lands are Held for Even the King holds the Lands for the Land belongs to God and we are sojourning upon it. Also notice that the attorneys have no concern with Allodial Title as it is impossible within Estate. For Allodial Title is ONLY in the Land Lord or Superior Lord or Feud = State or king.

End of Comment]

but generally use it to express the continuance or quantity of estate. A fee therefore, in general, signifies an estate of inheritance; being the highest and most extensive interest that a man can have in a feud:

[Note to Reader: So the Term FEE is Fixed in a Feud. For the FEE issues in Grant FROM a Feud!

End of Comment]

and, when the term is used simply, without any other adjunct, or has the adjunct of simple annexed to it, (as, a fee, or, a fee-simple) it is used in contradistinction to a fee conditional at the common law, or a fee-tail by the statute; importing an absolute inheritance, clear of any

condition, limitation, or restrictions to particular heirs, but descendible to the heirs general, whether male or female, lineal or collateral.

[Note to Reader: Therefore Fee-Simple is in opposition to Fee Conditional. Yet a Fee is a Qualified Estate. But the Qualified Estate can even be further restricted in Fee-Tail or Fee Conditional. Or the Fee may even be subdivided.

End of Comment]

And in no other sense than this is the king said to be seized in fee, he being the feudatory of no man.[12]

[Note to Reader: Therefore the king is the Titular Head and all Titles flow from the king. For the Estate is IN the king. Or said another way, the king has not received a Grant of Title or Property from any man. For the king's title is said to be the delegation of God. 1st Samuel 8. If you agree or disagree that is no matter to me. I am not debating Scripture.

End of Comment]

TAKING therefore fee for the future, unless where otherwise explained, in this its secondary sense, as a state of inheritance, it is applicable to, and may be had in, any kind of hereditaments either corporeal or incorporeal.[13]

[Note to Reader: I do in fact believe those DEEDS in the U.S. mention hereditaments, do they not?

HEREDITAMENTS, estates. **Anything capable of being inherited**, be it corporeal or incorporeal, real, personal, or mixed and including not only lands and everything thereon, but also heir looms, and certain furniture which, by custom, **may descend to the heir**, together with the land. Co. Litt. 5 b; 1 Tho. Co. Litt. 219; 2 Bl. Com. 17. By this term such things are denoted, as may be the subject-matter of inheritance, but not the inheritance itself; it cannot therefore, by its own intrinsic force, enlarge an estate, prima facie a life estate, into a fee. 2 B. & P. 251; 8 T. R. 503; 1 Tho. Co. Litt. 219, note T.

2. Hereditaments are divided into corporeal and incorporeal. Corporeal hereditaments are confined to lands. (q. v.) Vide Incorporeal hereditaments, and Shep. To. 91; Cruise's Dig. tit. 1, s. 1; Wood's Inst.221; 3 Kent, Com. 321; Dane's Ab. Index, h.t.; 1 Chit. Pr. 203-229; 2 Bouv. Inst. n. 1595, et seq.

HEIR. **One born in lawful matrimony**, who succeeds by descent, and right of blood, **to lands, tenements or hereditaments, being an estate of inheritance**. **It is an established rule of law, that God alone can make an heir.**

HEIR, LEGAL, civil law. A legal heir is one who is of the same blood of the deceased, and who takes the succession by force of law; this is different from a testamentary or conventional heir, who takes the succession in virtue of the disposition of man. See Civil, Code of Louis. art. 873, 875; Dict. de Jurisp., Heritier legitime. There are three classes of legal heirs, to wit; the children and other lawful descendants; the fathers and mothers and other lawful ascendants; and the collateral kindred. Civ. Code of Lo. art. 883.

End of Comment]

But there is this distinction between the two species of hereditaments; that, of a corporeal inheritance a man shall be said to be seized in his demesne, as of fee; of an incorporeal one he shall only be said to be seized as of fee, and not in his demesne.[14] For, as incorporeal hereditaments are in their nature collateral to, and issue out of, lands and houses,[15] their owner

has no property, *dominicum* , or demesne, in the thing itself, but has only something derived out of it; resembling the servitudes, or services, of the civil law.[16] The *dominicum* or property is frequently in one man, while the appendage or service is in another. Thus Gaius may be seized as of fee, of a way going over the land, of which Titius is seized in his demesne as of fee.

[Note to Reader: Therefore Gaius has the right-of-way over the land [may be as easement, or recorded right-of-way as in roadways today] which is an incorporeal right but Titius is seized in his demesne [property] as of fee, which is the Right to Enjoy the Property. Remember Enjoy goes to Usufruct. Therefore Titius has the Legal Title and Possession of the Land.

End of Comment]

The fee-simple or inheritance of lands and tenements is generally vested and resides in some person or other; **though diverse inferior estates may be carved out of it.**

[Note to Reader: What is a Tenement?

Before Tenement, I bring you into remembrance:

TENANT, estates. One who **holds or possesses lands or tenements** by any kind of title, either in fee, for life, for years, or at will. See 5 Mann. & Gr. 54; S. C. 44 Eng. C. L. Rep. 39; 5 Mann. & Gr. 112; Bouv. Inst. Index, h . t.

TENEMENT, estates. In its most extensive signification **tenement comprehends every thing which may be holden, provided it be of a permanent nature**; and not only lands and inheritances which are holden, but also rents and profits *a prendre* of which a man has any frank tenement, and of which he may be seised *ut de libero tenemento*, are included under this term.

FRANK-TENEMENT, estates. **Same as freehold**, (q. v.) or liberum tenementum.

End of Comment]

As if one grants a lease for twenty one years, or for one or two lives, the fee-simple remains vested in him and his heirs; and after the determination of those years or lives, the land reverts to the grantor or his heirs, who shall hold it again in fee-simple.

[Note to Reader: This of course is a "strings attached" Grant. And rightly so, the Grant should revert back to the Grantor after the term has expired. Seems simple enough.

End of Comment]

Yet sometimes the fee may be in abeyance, that is (as the word signifies) in expectation, remembrance, and contemplation of law; there being no person *in esse*, in whom it can vest and abide; though the law considers it as always potentially existing, and ready to vest whenever a proper owner appears.

[Note to Reader: Therefore the FEE may be held in abeyance in Trust until the Heir can inherit.

IN ESSE: A Being. A thing in existence. In opposition to "*in posse*"

IN POSSE: In possibility, not in actual existence.

End of Comment]

Thus, in a grant to John for life, and afterwards to the heirs of Richard, the inheritance is plainly neither granted to John nor Richard, nor can it vest in the heirs of Richard till his death, *nam nemo est haeres viventis* [no one is the heir of the living]: it remains therefore in waiting, or abeyance, during the life of Richard.[17] This is likewise always the case of a parson of a church, who has only an estate therein for the term of his life: and the inheritance remains in abeyance.[18] And not only the fee, but the freehold also, may be in abeyance; as, when a parson dies, the freehold of his glebe is in abeyance, until a successor be named, and then it vests in the successor.[19]

[Note to Reader: So we comprehend the FEE is in the Feud – Superior Lord or Land Lord. But what of Freehold?

FREEHOLD, estates. An estate of freehold is an estate in lands or other real property, held by a free tenure, for the life of the tenant or that of some other person; or for some uneertain period. It is called *liberum tenementum*, frank tenement or freehold; it was formerly described to be such an estate as could only be created by livery of seisin, a ceremony similar to the investiture of the feudal law. But since the introduction of certain modern conveyances, by which an estate of freehold may be created without livery of seisin, this description is not sufficient.

2. There are two qualities essentially requisite to the existence of a freehold estate. 1. Iramobility; that is, the subject-matter must either be land, or some interest issuing out of or annexed to land. 2. A sufficient legal indeterminate duration; for if the utmost period of time to which an estate can last, is fixed and determined, it is not an estate of freehold. For example, if lands are conveyed to a man and his heirs, or for his life, or for the life of another, or until he shall be married, or go to Europe, he has an estate of freehold; but if such lands are limited to a man for one hundred or five hundred years, if he shall so long live, he has not an estate of freehold. Cruise on Real Property t. 1, s. 13, 14 and 15 Litt. 59; 1 Inst. 42, a; 5 Mass. R. 419; 4 Kent, Com. 23; 2 Bouv. Inst. 1690, et seq. Freehold estates are of inheritance or not of inheritance. Cruise, t. 1, s. 42.

"TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold in fee simple forever."

The foregoing statement describes the nature of the Estate and its duration.

FREEHOLDER. A person who is the owner of a freehold estate.

The owner has the Legal Title = Trustee = Grantee on the Deed of Conveyance.

FREEMAN. One who is in the enjoyment of the right to do whatever he pleases, not forbidden by law. One in the possession of the civil rights enjoyed by, the people generally. 1 Bouv. Inst. n. 164. See 6 Watts, 556:

Check out the Term Freeman. See the Legal Terms? Enjoyment, Right, Law, Possession. See now the Estate? Free within what construct – Estate? Whose Law?

End of Comment]