

with two trustees to convey the property for the beneficial use of another person or beneficiary. This fourth person was generally the owner's son or the person to whom the owner wished to sell the land. The trustees were literally trusted with the proper use of the property. In the twelfth and thirteenth centuries there were no legal methods to enforce the trust contract. If the trustees during these years decided to use the property for themselves there was nothing the former owner could do. Eventually, however, the courts began to enforce these contracts. Because the contracts were not sales they were not illegal transfers of land. Because the contracts were not wills they were not improper transfers to children or grandchildren. The trusts had many advantages. They could be kept secret. The king did not have to know of the transfer, but by law the taxes and other limitations could be ignored.

For example, if the grantor of property placed in trust were convicted of a crime, he would not forfeit the property since he no longer owned it. His family as beneficiaries of the trust would continue to enjoy the property. Since beneficiaries of a trust were not limited in number a man might distribute the benefit of the property to all of his children while under the law