trustee till the death of the *cestui que trust*, and *e converso;* as where a slave was conveyed in trust for the use of A. for life, and, after her death, in trust that the trustee should convey the slave to B., neither B. nor the trustee being entitled to the possession during A.'s life, it was determined that the possession of the negro during A.'s life by the trustee, the defendant, under a claim of title, would not bar B. without knowledge on his part of the claim and adverse possession by the trustee for more than three years before suit brought, Hume v. Pumphrey, 4 Gill, 181. And the same principle applies where the defendant's possession commenced by permission of the plaintiff without any transfer of property, as in cases of a lending, which resemble contracts of hiring, see Callis v. Tolson, 6 G. & J. 80; Cole v. Hebb, 7 G. & J. 20; where the plaintiff must have such knowledge of the adverse claim of the defendant, and of such acts on his part as would be an invasion of the plaintiff's rights and give him a cause of action, which failing to prosecute within the time limited by law, he would be presumed to have surrendered, Abell v. Harris, 11 G. & J. 367; in actions brought by an executor within the time of limitations, such knowledge must be proved on the part of the testator, *ibid.;* and an instruction was held bad in Cole v. Hebb *supra*, where the plaintiff was administrator *d. b. n.*, and the knowledge of the claim was restricted by the terms of the instruction to the testator and the plaintiff, without noticing the intermediate executor; and there the return of the property in question as that of the intestate of defendants to the assessor of taxes, and to the Orphans Court in the inventory, was considered not enough to bar the plaintiff. See, however, Belt v. Marriott, 9 Gill, 338, where the rule was said not to extend to the case of a forfeiture of the title to a slave under the Act of 1817, ch. 112, and notice to the reversioner held not necessary to divest his rights by possession, the Court distinguishing Callis v. Tolson and Hume v. Pumphrey. The purchaser of land and those claiming under him with notice are treated as trustees for the unpaid purchase-money, and their possession for over twenty years is not adverse to the vendor,[10] nor is his equitable lien defeated by the bar by limitations of a legal right of action on a security he may have taken for the purchase money, Magruder v. Peter, 11 G. & J. 217, *vide infra*. So, though limitations run against trusts created by construction of law, McDowell v. Goldsmith, 6 Md. 319, but not against trusts under the insolvent laws, Classen's Appeal in *Re* Leiman, 32 Md. 225, and trusts ceasing to be continuing and subsisting, or expiring by their own limitation, or ended by the act of the parties, Green v. Johnson, 3 G. & J. 389, and against *quasi*-trusts, as where a party so receiving money ought to pay it over immediately upon its receipt, see Barry v. Pierson, 1 Gill, 234, they do not apply in express technical trusts, as in Mitchell v. Mitchell, 29 Md. 581, where the complainant and defendant were alternately trustee and *cestui que trust.*[11] Indeed,

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[10] But see B. & O. R. R. Co. v. Trimble, 51 Md. 110 and note 37 *infra*.

[11] **Trustee and *cestui que trust*.**—As between trustee and *cestui que trust*, neither limitations nor laches apply to an express, subsisting and recognized trust, except in cases where the trustee sets up an open, public, adverse claim against his beneficiary and denies that the trust any longer exists, or where he recognizes another person as beneficiary. Needles v.