sale for payment of debts of lands descended or devised to an infant, idiot, lunatic or person *non compos mentis*. Similar provisions are to be found in the Code.

Hence it would seem that the Statute is to be referred to at this time chiefly: 1°, as the origin of our practice of joining the heir and the devisee in a suit for sale of lands devised for payment of debts; 2°, to show that the heir may alien lands descended, and the devisee lands devised, to one who purchases *bona fide* before suit commenced by creditors;[5] 3°, that a devise of lands for payment of debts, if of a value reasonably sufficient for the purpose, and if given in a reasonably convenient manner, will be supported, and the creditors must take the disposition as it is given to them, Campbell's case, 2 Bl. 227; Addison v. Bowie, *ibid.* 621, and 4°, that lands, which are subject to a general power of appointment, are assets for the payment of debts of the donee of the power.[6] Upon the equity of our Code, it is presumed that such lands may be decreed to be sold for payment of such debts, as well where the power has been as where it has not been executed.

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land in another state, to sell the same to pay a creditor of the decedent in this state. The proceeding under the statute is *in rem*. Seldner v. Katz, 96 Md. 212. Nor has a general creditor such a lien on decedent's land as to give him the right to redeem a mortgage thereon and be subrogated to the rights of the mortgagee. McNiece v. Eliason, 78 Md. 168.

How long lien lasts.—In case of a purchase from the heir or devisee of a deceased debtor, the purchaser is bound to take notice of the existence of claims against the deceased and of the state of the personal assets. Jackson v. Wilson, 76 Md. 567. This obligation, however, does not continue indefinitely. Discussing the question of how long it lasts, the court in Van Bibber v. Reese, 71 Md. 608, says that, while there is not in the Code, as in the Stat. 3 and 4 W. & M., c. 14, any express saving in favor of a *bona fide* purchaser, there must of necessity be some time when the land of a decedent shall be free from this conditional liability and that to hold otherwise would be a virtual prohibition against alienation. It is then held that, where the records of the Orphans Court show a final settlement of the personal estate and that settlement indicates that all debts and costs have been paid in full and there is a balance for distribution in the executor's hands, a purchaser is justified in assuming, in the absence of actual knowledge to the contrary, that all debts have been paid and that the land is free from this conditional liability. This ruling is affirmed in Scarlett v. Robinson, 112 Md. 202. Cf. Green v. Early, 39 Md. 231.

It has never been held that, when an heir conveys his interest in the real estate of an ancestor, his grantee takes it subject not only to the ancestor's debts but to the debts of the heir as well. Such a view ignores the registry laws. Jackson v. Wilson, 76 Md. 567.

[5] This, of course, is not so in Maryland. See note 4 *supra*.

[6] But see Prince de Bearn v. Winans, 111 Md. 434; Price v. Cherbonnier, 103 Md. 107.