

of the real estate, in like manner as if the heirs were of full age, without allowing the parol to demur. In this respect this act of Assembly has made a most important and valuable change in the law in favour of creditors; and this is indeed the only material alteration which it has made in the pre-existing law.

Owing to some strange mistake as to the operation of what appears to be the very clear and unambiguous language of the statute of 1732, a notion appears to have been entertained by a few, and for some time, that as it was only under this act of Assembly, that the real estate of a deceased debtor could be sold for the payment of his debts; and that as its provisions applied only to *infant heirs*; that, therefore, there was no method by which a simple contract creditor could obtain satisfaction by a sale of his deceased debtor's real estate in the hands of his *adult heirs*. (l) To remove all misapprehension of the law, in this particular alone, it was in relation to this matter specially declared, 'That the provisions of the fifth section of the said act (1785, ch. 72,) and of the several acts supplementary thereto, in relation to the sales of real estate, be extended to defendants of full age.' (m) But the legislative enactment thus extended was manifestly made, as has been shewn, for the *benefit* of creditors; and therefore, if its language could be deemed ambiguous, certainly it could not be so construed as to curtail or embarrass their rights. And as it has been shewn, that there being assets in the hands of the personal representative could not prevent a specialty creditor from enforcing payment from the heir, who was bound to the extent of assets descended; and that there was nothing in the act, thus extended, which could have been intended to diminish that legal right of specialty creditors, or to circumscribe its operation in favour of all creditors, in a Court of Chancery, since the adoption of the statute of 1732; it necessarily follows, that, by having its provisions extended to defendants of *full age*, whatever of doubt or misapprehension may have been removed, no alteration whatever can have been made in the law, in this, or in any other respect, prejudicial to the interests of creditors.

Before we take leave of this subject, it may be well to advert to the case where there is no heir or devisee of the deceased, and the real estate of the deceased debtor reverts by escheat to the state—although in England and in Maryland, the state, upon the principles of the feudal system, took by escheat clear of the claims of

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(l) Tyson v. Hollingsworth, 2 Bland, 327, note.—(m) 1818, ch. 193, s. 2.