

RIDGELY v. IGLEHART.

Lien in its proper sense is a right which the law gives; although it is usual to speak of lien by contract.—Of liens given by the common law, by equity, by marine law, by statute, and by contract.—The lien given by the act to direct descents, repudiates every thing like an equitable lien, and can only be enforced at common law as a statutory lien incident to the bond with which it has been blended.—Where, under the act to direct descents, one of the heirs, under an order of sale purchases the whole, and gives bond with another heir as his surety, the lien of such a bond is exclusive of the interests of such obligors.—Where one heir sues upon such bond and obtains a judgment; and by virtue of an execution thereon, has the land bound by such statutory lien taken and sold, he thereby extinguishes his lien.

THIS bill was filed on the 30th of November, 1831, by *Robert Ridgely* against *Michael Iglehart*. From which and its exhibits it appears, that *William Ridgely* died intestate, seised in fee simple of certain parcels of land which descended to the plaintiff, to *Isaac Ridgely*, *Reuben Ridgely*, *Amelia Ridgely*, and *Priscilla* the wife of the defendant, as his children and heirs at law. That on a petition by two of them to Anne Arundel County Court, to have those lands divided among them, a commission was issued under the act to direct descents; (a) and the commissioners having returned, that they would not admit of division, they were ordered to be sold on a credit of twelve months; the whole containing one hundred and seventy-seven acres and three-quarters, was sold accordingly on the 19th of February, 1824, to *Reuben Ridgely*, one of the heirs, for \$8 26 per acre, amounting to \$1,468 21; for which he gave bond, with *Amelia Ridgely*, another of the heirs, as his surety, to the state, with a condition, that he should, on the 19th of February, then next, pay to the respective heirs of *William Ridgely*, deceased, namely, *Robert Ridgely*, *Amelia Ridgely*, *Isaac Ridgely*, and *Ethelbert Iglehart*, only child and heir of *Priscilla*, their executors, administrators or assigns, their equal and just proportions of the amount of the sale of the real estate of the aforesaid *William Ridgely*, sold under the order of Anne Arundel County Court, with interest thereon from the 19th of February, 1824. That afterwards a suit was instituted on this bond in Anne Arundel County Court for the use of *Ethelbert Iglehart*, by *Michael Iglehart* his next friend, against *Reuben Ridgely*; and on the 18th of April, 1827, a judgment was recovered for \$2,936, to be released on the payment of \$293 64, with interest thereon from the

(a) 1820, ch. 191.