applies to a court of equity for relief, the estate of the lunatic will be preserved for his support if practicable, so as to prevent the burthen of maintaining him from being thrown upon the public, and the rents and profits only applied in satisfaction of his debts, so as to leave to the unfortunate person a maintenance out of his own estate, at least during his lunacy, postponing the debts as an incumbrance upon his estate to be satisfied after his death or recovery. (*i*) In England, though land is not generally liable for debt, yet where on application by the creditor of a lunatic, it is shewn to be necessary to make sale of some of his property for the payment of his debts; and it appears, that his maintenance would be better provided for, and his advantage promoted, by disposing of a real estate inconvenient, ill conditioned, &c.; that it would be for his benefit so to pay his debts, and keep together his personal estate, the court has no difficulty in ordering a sale of such realty. (*j*) But here lands being in all cases liable for the payment of debts, without denying to the Chancellor here, as in England, the power to consider the advantage of the lunatic, as far as practicable, it is made the duty of the court, on application, to order the lunatic's real or personal estate, to be sold for the payment of his debts. (*k*)

In the case of infancy, however, it was a general rule of the common law, affirmed and enlarged by legislative enactment, that where the right to the real estate of an infant was attempted to be questioned or charged, that the parol should demur, or, in other

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so much thereof as may be necessary to pay such claims of the creditors of the said John Brown which still remain unpaid, be sold: that T. T. be and he is hereby appointed trustee to make the said sale, &c. &c.

Under this decree, a sale was made, reported and ratified; after which the auditor on the 13th of July, 1809, among other things reported, that accounts No. 1 and 2, exhibited by the complainant in this cause, were not proved; and that No. 2 was a joint note of John Brown and Rinaldo Johnson; and if proved without shewing, that Rinaldo Johnson was surety only, the claimant would not be entitled to more than a moiety of the debt.

After which, on the 24th of July, 1810, Nathaniel Washington, the assignor, made oath, that the consideration of the note was for articles purchased by Brown,—that no part of the money was due from Johnson; but that he was considered as the surety of Brown;—upon which, on the 22d of December, 1814, the whole amount was ordered to be paid out of the proceeds of the sale of the deceased's estate.

(*i*) *Ex parte*, Dikes, 8 Ves. 79; Shelford on Lunacy, 357.—(*j*) Philips, *Ex parte*, 19 Ves. 123; 1800, ch. 67; 1828, ch. 26.—(*k*) 1785, ch. 72, s. 5; 1829, ch. 222; 1833, ch. 150; In the matter of Brand, 6 Cond. Chan. Rep. 542.