

ditioned to pay his co-heirs their proportions of the estate, which he, as eldest heir elected to take, is now, under the circumstances stated in said agreement, to be treated as a lien on said estate, in favor of Mackall Harris, one of the heirs, as against purchasers under, and creditors of, Alexander Harris.

The bond bears date on the 11th of October, 1826, and the money was payable in one, two and three years; and Mackall Harris attained the age of twenty years, in 1832. Alexander Harris died in the year 1845; and, on the 15th of September, 1848, Mackall Harris filed his bill in chancery against the heirs of Alexander to enforce the lien, and this, it is admitted, was the first time the claim was made. When the claim was made, then, more than twenty years had elapsed from the date of the bond, and from the period when the first installment became due, and sixteen years after the party making the claim had attained his majority. The statement of facts also shows, that Alexander Harris became the guardian of Mackall Harris, and after the bond became due, charged himself, in his accounts as guardian, with his ward's share of the estate; and, this charge was continued in the successive accounts, passed by the guardian in the Orphans Court, until his ward became of age; the balance appearing to be due by the last account, which included a part of his proportion of the proceeds of the said real estate, remaining unpaid. And, it is further admitted by the parties, as a fact in the cause, that after Mackall Harris attained the age of twenty-one years, in 1832, and down to the death of Alexander Harris, in 1845, there were extensive dealings between them, consisting of charges and credits on both sides; and, that in the accounts of these dealings, Alexander Harris is charged with the balance due him as guardian, as before stated.

Bonds given by the heir entitled to elect, under the act to direct descents, are, by the terms of the act of Assembly, made liens on the lands, for the purchase of which they are given until paid; and, therefore, they are supposed not to be within the statute of limitations. But, though not within these statutes, like mortgages, they are liable to presumptions