

LAPSE OF TIME—*Continued.*

2. The absence of the negroes sold by the sheriff, from the place of sale, and other irregularities in the proceedings, though they might furnish a sufficient ground for setting aside the sale, on motion to the court, upon the return of the writs of execution, are not sufficient to induce this court, after a lapse of twenty years, to treat the sale as a nullity. *Hughes vs. Jones*, 179.
3. The right of the widow to an annuity commenced in 1818, and some of the lands suppose to be charged with its payment, were purchased by the defendants, in 1821; yet, the claim is not asserted, until the year 1846, twenty-eight years after the accrual of her title, and twenty-five years from the accrual of the adverse title of the defendants. In the mean time, various transfers of this property had been made, and innocent parties had purchased in ignorance of the claim now set up, and with the full knowledge of the complainant, who, for all this time, neglected to assert her claim, and E. and F., the devisees of the land, who had sold it with covenants to convey unincumbered titles, had died insolvent, it was **HELD**—
That these circumstances were sufficient to outweigh the equity of the complainant's claim, strong as that equity would be, under other circumstances, to the favorable consideration of the court; and that she had neglected for an unreasonable length of time to assert her claim, and, therefore, had no title to call for the active interposition of a Court of Equity, in her favor. *Chew vs. The Farmers Bank*, 232.
4. A Court of Equity, which is never active in granting relief against conscience or public convenience, has always refused its aid to stale demands, where the party has slept upon his rights for a great length of time; nothing can call forth this court into activity but conscience, good faith, and reasonable diligence. *Ib.*
5. From the earliest ages, Courts of Equity have refused their aid to those who have neglected, for an unreasonable length of time, to assert their claims, especially where the legal estate has been transferred to purchasers without notice. *Ib.*
6. If claims, which have slept for upwards of twenty years, can be thus revived, when the estate, upon which they are supposed to rest, has passed into other hands, the title to property would never be secure. *Ib.*
7. S., in 1824, purchased certain lands at sheriff's sale, as the property of one J. S., who was then in possession thereof, and exercising acts of ownership over the same, and in 1831 took a deed from the sheriff therefor. In 1839, J. S. took from S. a lease of these lands for 99 years, at the annual rent of \$53. In 1842, after the death of J. S., the defendants, B. and wife, took possession, and denying the title of S., asserted their own, under a voluntary conveyance, from J. S. to his daughter, the wife of B., executed in 1819. S. died in 1848, having devised the property to the complainant, who, in 1849, filed his bill for the recovery of the rent reserved by the lease, and to vacate the deed of 1819, as fraudulent and void. **HELD**—