

LIMITATIONS OF ACTIONS—*Continued.*

11. Where a creditor's bill was filed to vacate certain deeds, as fraudulent as against such creditors, and the statute of limitations was pleaded to their claims, it was HELD—

That the question, so far as it involves the existence of such claims, is of a legal nature, or would be cognizable at law, and in such cases, Courts of Equity govern themselves by the same limitations as the statute prescribes, to suits in the common law courts, acting not on the ground of analogy, but in obedience to the statute. *Ib.*

12. Length of time ought not to be permitted to repel relief where fraud is imputed and proved; but the party relying upon the fraud to excuse his delay, can only do so, successfully, when the fraud has been concealed from him. In cases of fraud and mistake, the statute of limitations begins to run from the time of the discovery of the fraud or mistake. *Ib.*

13. It is believed, no case can be found in which relief has been extended to a party in equity, in opposition to the statute of limitations, upon the ground of fraud, when the fact imputed, as fraudulent, was discovered by the party at a period beyond the time allowed by the statute for the assertion of his rights. *Ib.*

14. Where deeds are declared to be fraudulent against the creditors of the grantor, the plea of limitations may be allowed to avail those of the parties claiming under the deeds who rely upon it. *Ib.*

15. A partnership was formed on the 1st of January, 1838, by an agreement under seal, to continue for three years from that date. On the 24th of June, 1846, a bill was filed by one of the partners, alleging that the partnership continued until the 1st of January, 1844, and after the expiration thereof, by lapse of time, the defendants, who were the active partners, proceeded to complete divers jobs of work, contracted for and commenced during its continuance, for which they received large sums of money, and for which, among other matters, the bill prayed for an account. There was no proof to show when these sums of money were received, and the defendants, failing to make out, by satisfactory proof, the dissolution of the partnership, before the time limited by the agreement, it was HELD—

That as some of these sums of money may have been received within the period of three years before the filing of the bill, and might therefore have the effect of taking the whole account out of the statute, the plea of limitations was not a bar to the account prayed for by the bill. *Wood vs. Gault & Emory, 434.*

See LAPSE OF TIME.

DOWER, 3.

MARRIAGE SETTLEMENT BY A FEMALE INFANT.

1. There is no doubt of the power of a female infant, by a contract before marriage, to bar herself of her right of dower in the real estate of her husband, and of her distributive share of his personality. *Levering vs. Heighe, 81.*