that any person *entitled* to lands in fee simple and in possession, and not desiring to add contiguous vacancy, may obtain a warrant of resurvey from the Land Office, in which it shall not be necessary to state the name of the tract, &c., and the surveyor of the county, &c., shall survey the lands to be affected thereby according to the possession and holding of the person obtaining such warrant, or those under whom he claims for the last twenty years, and shall take proof of such possession and holding, first giving
457 notice to owners or occupiers *or adjacent lands, &c., and shall return the certificate and plot thereof, with the depositions he may have taken, and proof of the notice, &c., to the Land Office within one year from the date of the warrant, and thereupon if no *caveat* or objection be made within six months after such return, a patent shall be issued to the party, his heirs or assigns, who obtained such warrant of resurvey.

Limitations in equity—Mortgagor and mortgagee—Equitable liens.—In equity, limitations are applied in analogy to law, and a party's claim to property is not affected by any time short of that which would have barred him at law;[35] and so, on the other hand, if a party have a legal title or a legal right of action, and instead of proceeding at law proceeds on some circumstances of equity in a Court of Chancery, equity will follow the law, and limitations will be a bar. A mortgagee of realty has twenty years for a proceeding to foreclose his mortgage, Watkins v. Harwood, 2 G. & J. 307; and twenty years after forfeiture of the mortgage and possession taken by the mortgagee, (see Raffety v. King, 1 Keen. 601, as to the entry of the mortgagee to bar redemption), no interest being paid in the meantime, have been fixed on as the period beyond which the right of redemption does not extend, Hertle v. McDonald, 2 Md. Ch. Dec. 128; S. C. 3 Md. 366. But if the mortgagor is in possession of any part of the land, length of time will never bar him, the computation being taken to commence only from the time when the mortgagee gets possession of the whole, Burke v. Lynch, 2 Ball & B. 426; see the cases cited in the argument of counsel in Somerville v. Trueman, 4 H. & McH. 43. So if the mortgagee has kept accounts, or dealt with the land as mortgagee, Hodle v. Healey, 1 Ves. & Bea. 536, as by assigning it to a third party, Hardy v. Reeves, 4 Ves. Jun. 466; S. C. 5 Ves. Jun. 426, or recognizing it by will or deed as such, Hansard v. Hardy, 18 Ves. Jun. 455; Price v. Copner, 1 Sim. & Stu. 347; the mortgagor will be let in. So as against the mortgagee, if no payment or demand of principal or interest for twenty years has been made, and the mortgagor has remained in possession, the mortgage is no evidence of a subsisting debt, for equity presumes payment, Boyd v. Harris, 2 Md. Ch. Dec. 210; see Cooke v. Soltau, 2 Sim. & Stu. 154, but the presumption may be rebutted

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[35] Long v. Long, 62 Md. 69; Riddle v. Whitehill, 135 U. S. 621. Cf. Crook v. Glenn, 30 Md. 71; Wilhelm v. Caylor, 32 Md. 151; Needles v. Martin, 33 Md. 619; Drummond v. Green, 35 Md. 148; B. & O. R. R. Co. v. Trimble, 51 Md. 113; McCoy v. Poor, 56 Md. 197; Hagerty v. Mann, 56 Md. 526.

As to limitations and laches in equity, see Venable's Syllabus on Title 57 *et seq.* and note by the same author to Chew v. Farmers' Bank, 2 Md. Ch. 231, (Brantly's Ed.).