

which is said by the Court of Appeals in *Hertle v. McDonald*, 3 Md. 366, to lay down the true rule on the subject. And when the Statute once begins to run no subsequent disability, whether voluntary or involuntary, can prevent its operation, *Doe v. Jones*, 4 T. R. 300.⁴⁹

In *Dugan v. Gittings*, one of the *cestui que trusts*, both of whom were females, came of age in 1820 and married in 1821; the other came of age in 1825, but had married in 1822. The title of both accrued in 1818. With regard to the former the principle was clear, and with respect to the latter the Court held it to be equally clear, that notwithstanding there was coverture before the determination of infancy, she could avail herself of no other disability than infancy, for that was the disability existing when the cause of action accrued. It may not be out of place here to notice also, that in this case the Court took occasion to repudiate a doctrine, which has obtained elsewhere, that in controversies between parent and child limitations do not apply and time is unimportant, for, said the Court, we have no power to interpolate into the Statute new exceptions or provisions. It has also been determined that if an estate descend to parceners, one of whom is under a disability which continues more than twenty years, and the other does not enter within twenty years, the disability of the one does not preserve the title of the other after the twenty years elapsed, *Roe v. Rowleston*, 2 Taunt. 441.

The proviso of the Statute, allowing ten years for prosecution of the action after the removal of the disability, has been adopted here; an early case of *Lamar v. Jones*, 3 H. & McH. 328, to the contrary being expressly overruled in *Hertle v. McDonald supra*. In that case the cause of action accrued in 1813; the infant attained her age in 1831; and it was held that the ten years must be computed from the termination of the infancy. The case was—A. in 1809 purchased lands of B., taking a bond of conveyance, and giving in payment two notes of \$1,000 each, endorsed by C. and D. as sureties. A. assigned the bond of conveyance to C. and D. to indemnify them. They paid the notes, and in 1811 B., by an absolute deed reciting the assignment, conveyed the lands to them. In the next 461 year they sold to E. for \$4,800, *and in 1813 received from him the purchase money, and in 1821 conveyed to him the lands. In 1845, A.'s heir, the infant above mentioned, filed her bill against C. and D. to recover the difference between the \$2,000 and the \$4,800, charging that the assignment of the bond of conveyance was only by way of security to C. and D. The Court of Appeals doubted whether the case were of equitable cognizance at all, but held the complainant clearly barred, see *Boyd v. Harris*, 2 Md. Ch. Dec. 210.

In *Doe v. Jesson*, 6 East, 80, the ancestor died seised of the premises in question, leaving a son and a daughter both infants; a stranger thereupon entered, and soon after the son went to sea and was supposed to have died abroad within age. It was held that the daughter was not entitled to twenty years to make her entry after the death of her brother, but only to ten years—more than twenty years having, in the whole, elapsed

⁴⁹ *Gump v. Sibley*, 79 Md. 169; *Lurman v. Hubner*, 75 Md. 272; *Gibbons v. Heiskell*, 90 Md. 9; *McDonald v. Hovey*, 110 U. S. 619.