

plea, that the cause of action had been more than twelve years standing grounded on the Act of Assembly; 1715, ch. 23, s. 6; in any, the most correct form, would avail against a claim of this kind, does not appear to have been at all considered, or alluded to. I shall therefore express no opinion upon the subject.

Whereupon it is ordered, that the said pleas be and the same are hereby overruled: and the defendant is required to make a good and sufficient answer to the plaintiffs' bill of complaint on or before the fifteenth day of February next.

The defendant filed his answer within the time prescribed; in which he admitted the purchase and possession, but relied on the lapse of time, &c. The plaintiff put in a general replication; and commissions were issued and testimony taken and returned; after which, with the leave of the Court, the plaintiffs so amended their bill as to make the heirs-at-law of the late James Pattison, who at the time of his death was seized of the whole legal title to the lands, parties plaintiffs in this suit.

* BLAND, C., 26th August, 1828.—This case standing ready for hearing, and having been submitted on notes by **497** the respective solieitors, the proceedings were read and considered.

It appears, that James Pattison in the year 1787, was seized in fee of a tract of land called Hunt's Mount, containing one hundred and sixty acres, the one half of which he held as his own, and the other moiety in trust for the use of John Westeneys; that, on the 24th of December, 1787, they sold this land to Walter Harrison, for the sum of four pounds per acre, the one-fourth of the purchase money to be paid on the first of May, 1789, one other fourth on the first of September following, and the other two fourths on the first of September, 1790; the whole to bear interest from the time Harrison obtained possession. Other stipulations are contained in the contract, but they have no material bearing upon the matters put in issue between the parties to this suit. The land was accordingly delivered to Harrison on the 24th of December, 1787, and he has had peaceable possession of it ever since. He made several partial payments, the last of which was on the 16th of October, 1793, but there is no proof, that he ever made any other or further payments since that time. This contract and these payments are shewn by a bond, marked as the plaintiffs' exhibit A, given by Harrison to Pattison and Westeneys, dated on the 24th of December, 1787, with the acknowledgments of the payments endorsed thereon. Some time after these transactions Pattison and Westeneys died.

The defendant in his answer admits the contract for the land, and his possession of it as stated in the bill, but he says, that in