for the payment of the debt, as, in such cases, the creditor thereby has it in his power to sue and recover, at common law, from the heir alone, merely in respect of such assets descended, which the creditor cannot do upon any simple contract, or even specialty, whereby the heir has not been expressly bound. *Hammond* v. *Hammond*, 2 *Bland*, 325.

But it still continues to be important, here as in England, in reference to the Statute of Limitations, to look to the distinction between specialty and simple contract debts; because of the different limitations prescribed as an allowable bar to each. 1715, ch. 23, s. 2 and 6. A creditor *whose debt is secured by an instrument under seal, as by bond or deed, the money so **521** secured is a specialty debt. In general where a deed and agreement will support an action of debt, the creditor is held to be a creditor by specialty; and there are a variety of cases, where a creditor whose debt is secured by a covenant; although for unliquidated damages, has been deemed to be a creditor by specialty. *Benson* v. *Benson*, 1 *P. Will.* 130; *Freemoult* v. *Dedire*, 1 *P. Will.* 429; *Gifford* v. *Manley*, *Cas. Tem. Tal.* 109; *Vernon* v. *Vawdry*, 2 *Atk.* 119; *Langley* v. *Furlong*, 1 *Dick.* 315; *Baily* v. *Ekins*, 2 *Dick.* 632; *Cheveley* v. *Stone*, 2 *Dick.* 782; *Broome* v. *Monck*, 10 *Ves.* 620; *Anonymous*, 18 *Ves.* 258; *Musson* v. *May*, 3 *Ves. & B.* 194; *Mavor* v. *Davenport*, 2 *Cond. Chan. Rep.* 395; *Marriott* v. *Thompson*, *Willis*, 186. But in the case of principal and surety bound by a bond, if the surety pays the debt he is considered only as a simple contract creditor of the principal. *Jones* v. *Davids*, 3 *Cond. Chan. Rep.* 665; *Copis* v. *Middleton*, 11 *Cond. Chan. Rep.* 186. Where money is lent upon a mortgage, and there is a personal covenant or stipulation, in the mortgage deed, for payment, or any further security, as a bond or contract under seal to pay the debt, it is one due by specialty; but, without any such covenant or further security, it is a debt by simple contract only. The mortgaged estate being nothing more than a pledge for the money borrowed; that is, for the personal debt; and as every loan of money creates a debt, whether there be a covenant or bond for the payment of the money or not, if there be no bond or personal covenant to pay the money it is merely a simple contract debt. *Howell* v. *Price*, 1 *P. Will.* 291; *King* v. *King*, 3 *P. Will.* 358; *Meynell* v. *Howard*, *Prec. Chan.* 61; *Cope* v. *Cope*, 2 *Salk.* 449; *Galton* v. *Hancock*, 2 *Atk.* 435; *Waring* v. *Ward*, 7 *Ves.* 336; *Aldrick* v. *Cooper*, 8 *Ves.* 394; *Ex parte Digby*, 4 *Cond. Chan. Rep.* 110.

But it appears, that the deed by which this debt was secured bears date on the 12th January, 1821; and that the claim was filed on the 16th of November, 1830, within less than twelve years after; therefore it cannot be affected by the Statute of Limitations, which has been relied upon against it by the other creditors, as regards the realty; in addition to which it has been established,