

19 Ves. 199; *Serle v. Barrington*, 2 *Ld. Raym.* 1370; *The Mayor of Hull v. Horner*, *Cowp.* 108.

* Here there is no proof of the hand-writing of these endorsements, or that they were really made at the time they bear date; nor of any other circumstance which can take this claim No. 22, out of the statute; it must therefore be considered as barred. 523

The claims No. 6, 18 and 19, are founded on simple contracts, upon which absolute judgments have been obtained against the administrator; the claims No. 9, 10, 12, 13, 15, 21, 23, 24 and 26, are founded on simple contracts on which judgments have been rendered against the administrator for a proportion of the personal assets; and the claims No. 29 and 34, are founded on simple contracts, in satisfaction of which the administrator has bound himself by single bills to pay a proportion of assets. All these claims, considered as the simple contract debts of the intestate are clearly barred by the Statute of Limitations as against the realty; but they are not so barred as against the personal estate by reason of those judgments and acknowledgments.

In the voucher exhibited of claim No. 8, it is said to have been secured by a deed of trust for a piece of ground in Georgetown; but no such deed has been shewn to the Court; and, therefore, upon the proof, as it stands, this claim can only be regarded as a simple contract debt; and, as such, is clearly barred by the Statute of Limitations relied on against it. The claims No. 16, 17, 32 and 33, have no other foundation than that of simple contracts; and are evidently barred by the Statute of Limitations relied on against them.

The claim No. 7, is for costs on an absolute judgment which was recovered against the administrator; and therefore, as it is a claim which, of itself, never existed against the estate of the deceased, it cannot now be made a charge upon his estate, and must be wholly rejected. The claims No. 30 and 31, it is also clear; because of the circumstances and for the reasons stated by the auditor, in his report, cannot be sustained against either the personal or real estate of the deceased. They must therefore be altogether rejected.

It is agreed, that Christiana, the widow of Benjamin Mackall, deceased, be allowed for her dower, in the Prince George's lands, the sum of one thousand dollars, to be paid to her by Louis Mackall, out of the bond given by him as a purchaser of a part of the land. Hence, it is unnecessary to speak of the principles of equity by which her right of dower might have been protected, and the arrangements of the funds which might have been made for that purpose.

* It has been urged, that the reliance upon the Statute of Limitations by the Bank of the United States, comes too 524