fence of limitations would have been available as against the parties to whose rights they are substituted, it cannot avail as against them. The mortgage in this case, as has been said, was executed for the security of Dawson & Norwood, and when parties are found in possession of claims against which, by the terms of the instrument, they, Dawson & Norwood, were entitled to be indemnified, those parties are, with respect to the security, clothed with their rights, and are only to be defeated upon grounds which would have been good as against them. It is admitted, that if a promissory note is secured by a mortgage, the mortgagee having the legal title, is not ousted by his note's being barred, because (as it is said in the argument) the debt only is barred, and the party holding the title may retain his legal advantage.

But here we are dealing with a case in which, upon a principle of equity, the doctrine of substitution is resorted to, by which the party having in equity a title to the benefit of the security is put in the place of him in whom the legal title has vested. This consequence appears to me to be involved in the principle of substitution, and that it would be wholly incomplete and fall far short of working out the end for which it was designed if it was not fully carried out to this extent. If, then, these creditors are substituted in equity in the place of the mortgagees, (as I think they are entitled to be,) it follows that with respect to the proceeds of the mortgaged property, the plea of limitations relied upon by these plaintiffs is not a bar. The opinion of the Chancellor in the case of *Heyer* vs. *Pruyn*, 7 *Paige*, 465, impairs very much the weight of Mr. Justice Sutherland in 7 *Wend.*, 94, and takes, as I think, the true distinction between a suit on the note secured by a mortgage, and a proceeding upon the mortgage itself to affect the mortgaged property, a distinction very clearly drawn by the Court of Appeals of this state in the case of *Watkins* vs. *Harwood*, 2 *G. & J.*, 307. The case of *Hughson* vs. *Mandeville & Snowden*, 4 *Desaussure*, 87, I have examined, but do not think it asserts a doctrine at all inconsistent with the conclusion which I have formed in this case.