plea of limitations, adjudged to be barred; yet, that would not have affected the party's remedy upon the mortgage; because, the suit in chancery upon the mortgage involves the title to the land, which, by analogy, can only be barred by the limitation of *twenty* years. At law the lapse of twelve or three years is an absolute bar to the remedy upon a bond or simple contract. But a mortgage is a security of a higher and more durable nature; one by which the right to the land is pledged for the payment of the debt. The lapse of twenty years, in such cases, has been allowed, by analogy, and not by any direct operation of the statute limiting the time within which an entry into land must be made, to raise a presumption, either that the debt so secured never was due, or that it had been paid.(*w*) And, upon the same principles, a similar presumption of satisfaction after the lapse of twenty years has been held to be a bar to a bill for the recovery of the purchase money founded on the vendor's equitable lien.(*x*) But, where a mortgage, and a bond or note has been given to secure the payment of the same debt, the creditor may sue on all his remedies at the same time. He may file a bill in chancery to foreclose, bring an action of ejectment, and also an action upon the bond or note. The lapse of *twelve* or *three* years would be a bar of his action upon the bond or note; but the ejectment could only be barred by a lapse of *twenty* years. The bill in chancery to foreclose the mortgage or to enforce the equitable lien, being analogous to the proceeding at law by ejectment upon the mortgage, can only be barred by a similar lapse of time.(*y*) Hence, although issue has been joined on this plea, it must be regarded as a nullity; since there is nothing in the case to which it can at all apply.

Recollecting that the deed of conveyance from *James M. Lingan* to *John Henderson*, bears date in May, 1807, after which *John Henderson* repeatedly acknowledged, that he had paid no part of the purchase money; that a plea admits the truth of every thing stated in the bill not denied by it; that there is no answer in support of this plea denying the truth of those acknowledgments charged in the bill to have been made by *John Henderson*, which would certainly take the case out of the statute had it been barred in his lifetime; and that this suit was instituted in November, 1821, it is

(*w*) Toplis *v.* Baker, 2 Cox. 123; Pow. Mort. 361, note T. 393 note, 1153, 1155. (*x*) Bidlake *v.* Arundel, 1 Rep. Cha. 93; Hunton *v.* Davies, 2 Rep. Cha. 44; Mathews Presum. 395.—(*y*) Pow. Mort. 966, note G.; Hughes *v.* Edwards, 9 Wheat. 494