

MORETON v. HARRISON.

A defendant may, at the same time, plead several distinct pleas in bar, in equity as well as at law.

If a defendant pleads the statute of limitations, and there be any allegations in the bill of partial payments, &c. ; which, if true, would take the case out of the statute, the defendant must, by an answer in support of his plea, deny such allegations.

A plea may, without replication, be set down to obtain the judgment of the court as to its formality and sufficiency.

The vendor's lien, to secure the payment of the purchase money, is an incident of every contract for the sale of real estate ; unless such lien be waived or relinquished.—A vendor's lien can only be barred by a lapse of twenty years.—An admission by the vendee, within the twenty years, that the purchase money has not been paid, sustains and continues the vendor's lien.

This bill was filed on the 29th of November 1825, by *Joseph Moreton*, administrator *de bonis non* of *John Westeneys*, and *James I. Pattison* administrator *de bonis non* of *James Pattison*, against *Walter Harrison*.

The bill states, that the late *James Pattison* being seized in fee simple of a tract of land, called *Hunt's Mount*, the one half of which he held to his own use, and the other half in trust for the use of the late *John Westeneys* ; that they sold it in the year 1787, for the sum of £640, to the defendant, who stipulated by bond to pay for it before the first of September 1790 ; that they delivered the possession of it to the defendant on the 24th of December 1787, who has held and enjoyed it ever since ; that a small part of the purchase money had been paid, for which credit had been given ; and, that there remained due, at the time of the death of the vendors, *Pattison* and *Westeneys*, the sum of £555, for principal and interest, which has not been since paid ; and which the defendant had failed or refused to pay.

Whereupon the bill prayed, that the defendant might be ordered to account with the plaintiffs concerning the balance of the purchase money, and be compelled to satisfy the same ; that is to say, one half to the plaintiff *Moreton*, and the other half to the plaintiff *Pattison* ; or in default thereof, that the land be sold ; and that the plaintiffs might have such further and other relief in the premises as might be consistent with the principles of equity.

On the first of July 1826, the defendant put in the following pleas on oath ; but without any answer whatever.

“ The plea of *Walter Harrison* of Ann Arundel county to the