

26th August, 1828.—BLAND, *Chancellor*.—This case standing ready for hearing, and having been submitted on notes by the respective solicitors, the proceedings were read and considered.

It appears, that *James Pattison* in the year 1787, was seized in fee of a tract of land called *Hunt's Mount*, containing one hundred and sixty acres, the one half of which he held as his own, and the other moiety in trust for the use of *John Westeneys*; that, on the 24th of December 1787, they sold this land to *Walter Harrison*, for the sum of four pounds per acre, the one-fourth of the purchase money to be paid on the first of May 1789, one other fourth on the first of September following, and the other two-fourths on the first of September 1790; the whole to bear interest from the time *Harrison* obtained possession. Other stipulations are contained in the contract, but they have no material bearing upon the matters put in issue between the parties to this suit. The land was accordingly delivered to *Harrison* on the 24th of December 1787, and he has had peaceable possession of it ever since. He made several partial payments, the last of which was on the 16th of October 1793, but there is no proof, that he ever made any other or further payments since that time. This contract and these payments are shewn by a bond, marked as the plaintiffs' exhibit A, given by *Harrison* to *Pattison* and *Westeneys*, dated on the 24th of December 1787, with the acknowledgements of the payments endorsed thereon. Some time after these transactions *Pattison* and *Westeneys* died.

The defendant in his answer admits the contract for the land, and his possession of it as stated in the bill, but he says, that in pursuance of his contract he made, at different times, considerable payments, but from the length of time is unable to state the precise amount of each; and does not admit, that he has obtained credit for all he has paid; nor can he admit, that any part of the purchase money is due from him; and he denies that he has admitted to any one, that any part of said money was due, or that he has promised at any time to pay the same. He then alleges and pleads in bar of the plaintiffs' claim, that the *debt*, in the condition of the writing obligatory mentioned, has been standing and in action above *twelve* years before the institution of this suit, therefore he relies upon the act of limitations. In addition to which he relies upon the great lapse of time since *the debt became due*, and before this suit was brought, as furnishing evidence of the payment of the *said debt*. Thus it appears, that the defendant rests his defence