

**When statute begins to run.**

The statute only begins to run upon expiration of time for payment of money secured by a bond. *Glasgow v. Porter*, 1 H. & J. 109.

Limitations runs on a bond from time of breach. The act of 1715, ch. 23, sec. 6, and act of 1729, ch. 24, sec. 21, discussed in connection with each other. *Thurston v. Blackiston*, 36 Md. 509; *Byrd v. State*, 44 Md. 501; *Brumbaugh v. Schleigh*, 54 Md. 647; *Scaggs v. Reilly*, 88 Md. 65.

The statute begins to run against the suit of a ward on her guardian's bond, from the time she is of age. *State v. Henderson*, 54 Md. 346.

The statute begins to run against right to revive judgment from date of judgment, and is not suspended by death and failure to obtain administration on estate of judgment creditor. *Brooks v. Preston*, 106 Md. 705.

Allowing thirteen months for the settlement of an estate, the twelve years within which an administrator's bond could be sued, had not elapsed, and statute was no bar. *Hagerty v. Mann*, 56 Md. 526.

Where upon dissolution of a firm, one partner covenants to pay the debts and to release the other from same, statute begins to run against the covenantee, after a reasonable time from date of such covenant. *Dorsey v. Dashiell*, 1 Md. 198.

Where executor pays a legacy in full and takes a bond conditioned upon an insufficiency of assets, statute begins to run from the date of the discovery of such insufficiency. *Salisbury v. Black*, 6 H. & J. 297.

The statute begins to run as to judgments from date of judgment and is not suspended by death of debtor, or neglect of those entitled to obtain administration upon his estate. *Lang v. Wilmer*, 131 Md. 227.

**Revival of the debt.**

The construction of this section with reference to a revival of the debt is different from that of sec. 1. Neither an acknowledgment of debt nor an express promise to pay same, will arrest operation of statute. There must be an express promise to pay after statute has become a bar. *Brooks v. Preston*, 106 Md. 706; *St. Mark's Church v. Miller*, 99 Md. 26; *Wright v. Gilbert*, 51 Md. 156; *Leonard v. Hughlett*, 41 Md. 387; *Felty v. Young*, 18 Md. 167; *Young v. Mackall*, 3 Md. Ch. 398; *Carroll v. Waring*, 3 G. & J. 503; *Willard v. Wood*, 164 U. S. 522. And see *Post v. Mackall*, 3 Bl. 520.

Where a new promise revives a specialty barred by statute, suit must be upon new promise. *Felty v. Young*, 18 Md. 167; *Young v. Mackall*, 4 Md. 367; *Veasey v. Bassett*, 7 H. & J. 461.

The action upon the new promise is itself barred after three years. *Young v. Mackall*, 4 Md. 372; *Young v. Mackall*, 3 Md. Ch. 398.

**Limitations in equity.**

Equity follows the law and acts in obedience to this section. *Knight v. Brawner*, 14 Md. 7; *Hagerty v. Mann*, 56 Md. 526; *Weaver v. Leiman*, 52 Md. 714; *Insolvent Estate of Leiman*, 32 Md. 240; *Mitchell v. Mitchell*, 21 Md. 590; *Young v. Mackall*, 3 Md. Ch. 398; *McDowell v. Goldsmith*, 2 Md. Ch. 390; *Watkins v. Harwood*, 2 G. & J. 310.

As to limitations in equity, see also notes to sec. 1.

**Mortgages .**

While mortgage notes are barred after three years, the covenant in a mortgage is only barred after twelve years. *Earnshaw v. Stewart*, 64 Md. 516.

A defectively executed and unrecorded mortgage, prevents the operation of the statute within twelve years. *Nelson v. Hagerstown Bank*, 27 Md. 75.

This section is not applicable to an equitable lien such as a mortgage which can only be barred by a lapse of twenty years. *B. & O. R. R. Co. v. Trimble*, 51 Md. 109; *Lingan v. Henderson*, 1 Bl. 281. See also *Moreton v. Harrison*, 1 Bl. 491; *Ohio Life Ins. Co. v. Winn*, 4 Md. Ch. 254.

**Generally:**

A *fiery facias* issued on a judgment within the statutory period and renewed from term to term, though never delivered to sheriff, keeps judgment alive. *Hagerstown Bank v. Thomas*, 35 Md. 515. Cf. *Johnson v. Hines*, 61 Md. 127.

A bond held to be a "testamentary bond" within the meaning of this section. *State v. Boyd*, 2 G. & J. 372.