The defense of limitations set up in an answer to a creditor's bill has no effect on claims subsequently coming in. How such defense must be presented as to such claims. Williams *v.* Banks, 11 Md. 236.

In a suit by creditors to set aside a deed as fraudulent, where court of appeals has held a plea of limitations good, the debtor's administrator cannot remove the bar by confessing judgment in favor of creditors; nor can a confession of judgment affect a claim which has been merely suspended by chancellor, but which subsequently appears to be barred by limitations. Where exceptions to claims filed under a notice to creditors presents in substance the defense of limitations, it will be held sufficient. McDowell *v.* Goldsmith, 25 Md. 231.

If limitations is not set up in answer, it cannot be relied upon by way of exception to audit; nor can answer be amended. Brendell *v.* Strobel, 25 Md. 395.

Although mortgages are not within words of the statute, equity has established 20 years as period beyond which right of redemption does not extend. Hertle *v.* McDonald, 2 Md. Ch. 133; Boyd *v.* Harris, 2 Md. Ch. 213. As to a vendor's lien, see Moreton *v.* Harrison, 1 Bl. 499. As to an equitable lien see Lingan *v.* Henderson, 1 Bl. 281; Allender *v.* Vestry of Trinity Church, 3 Gill, 169; Magruder *v.* Peter, 11 G. & J. 245. But see Collinson *v.* Owens, 6 G. & J. 11.

Where effect of statute, if applied, would be to permit certain overhead charges complained of in bill in equity to stand against certain profits, without right of equity to investigate correctness of such charges, and although plaintiffs had no knowledge of charges until a short time before bill was filed, statute will not be applied, especially since collateral held for payment of debt, or so much thereof as may be necessary, can be sold to pay any unpaid balance of said debt although such debt was barred by statute. Campbell *v.* Burnett, 120 Md. 225.

Where defendant, in his answer to bill of discovery, does not rely upon limitations, but only sets up statute after court has directed the manner in which the account is to be stated and certain items to be charged against defendant, he has waived statute and cannot rely on it. Wilmer *v.* Placide, 119 Md. 53.

Where one partner is asking for an account in equity against his co-partners, if the moneys which the co-partners are charged with having received may have been received within three years, statute is not a bar. Wood *v.* Gault, 2 Md. Ch. 441.

This section is applicable to a bill for an account in equity as well as to an action at law. Limitations in equity discussed. Wilhelm *v.* Caylor, 32 Md. 155. See also Emerson *v.* Gaither, 103 Md. 579; Harper *v.* Clayton, 84 Md. 351; Weaver *v.* Leiman, 52 Md. 713; McKaig *v.* Hebb, 42 Md. 235; Bowie *v.* Stonestreet, 6 Md. 431; Hertle *v.* Schwartze, 3 Md. 383 (approving Dugan *v.* Gittings, 3 Gill, 161, and stating that Lamar *v.* Jones, 3 H. & McH. 328, is overruled as to limitations in equity); Hertle *v.* McDonald, 2 Md. Ch. 133; Green *v.* Johnson, 3 G. & J. 394; Lingan *v.* Henderson, 1 Bl. 273; Baker *v.* Cummings, 169 U. S. 206; Willard *v.* Wood, 164 U. S. 502.

The filing of a bill to carry out directions of a will for sale of real estate with prayer for general relief is not a creditors' bill and does not prevent running of statute as against a debt recoverable under a creditors' bill. Sabel *v.* Slingluff, 52 Md. 135.

The possibility of limitations being pleaded at law, is no ground of relief in equity. Dickey *v.* Permanent Land, etc., Co., 63 Md. 176.

Where an order in a court of equity allowing filing of answer, prohibits the defense of limitations, such defense cannot prevail. Jackson *v.* West, 22 Md. 83.

When it is not necessary to verify a plea of limitations in equity by oath. Carroll *v.* Waring, 3 G. & J. 503.

The running of the statute is suspended by an injunction. Little *v.* Price, 1 Md. Ch. 187.

Where an estate is being distributed in equity and certain of claims which would otherwise be barred are alleged to have been revived, there must be no collusion. Cape Sable Co.'s Case, 3 Bl. 673.

Limitations in particular cases.

In an action of *replevin*, where it was shown that the property was originally held by defendant with consent of plaintiff, plea of limitations will not prevail although three years have elapsed, unless knowledge of an adverse claim has been brought home to plaintiff or his intestate. Cole *v.* Hebb, 7 G. & J. 43; Callis *v.* Tolson, 6 G. & J. 92. See also Ward *v.* Reeder, 2 H. & McH. 154.

All actions for trespass for injury to rights of property in land, such as for *mesne* profits, are within operation of this section. The statute bars all rents and profits accruing more than three years before suit brought. Tongue *v.* Nutwell, 31 Md. 313. And see Mitchell *v.* Mitchell, 10 Md. 241.

Where limitations is pleaded to bill for account of rents and profits, and defendant claims allowance for improvements, such allowance must be deducted from amount of rents and profits for whole period defendant is in possession. Ridgely *v.* Bond, 18 Md. 451. See also Mitchell *v.* Mitchell, 10 Md. 241.

The statute as a positive bar, held to have no application in suit in equity to redeem life insurance policy and to recover amount thereof. Dungan *v.* Mutual Benefit Ins. Co., 46 Md. 498.