years before suit brought. (*Cf.* notes to sec. 5). Bond *v.* Jay, 7 Cranch. 350 (based on act of 1715, ch. 23).

The exception in the last clause of this section has no application to transactions between banks; nor to a bill by a partner for an accounting. Farmers' Bank *v.* Planters' Bank, 10 G. & J. 441; Wilhelm *v.* Caylor, 32 Md. 160.

This section is to be construed in connection with sec. 5, so that intent of legislature to effect that limitations should not apply to creditor whose debtor is out of state may prevail. Mason *v.* Union Mills Co., 81 Md. 457; Hysinger *v.* Baltzell, 3 G. & J. 161.

Generally.

Limitation of one year held applicable to slanderous statements, whether oral or written. Miles *v.* McGrath, 4 F. Supp. 603.

Action by Md. corporation in New York barred under provisions of Md. law, as New York statute provided that statute of state where cause of action arose should govern. Seaboard Terminals Corp. *v.* Standard Oil Co., 24 F. Supp. 1018.

In action on guaranty expressly described as specialty, pleas setting up Md. limitations statute applying to simple contracts only held to be demurrable. General Petroleum Corp. *v.* Seaboard Terminal Corp., 19 F. Supp. 882.

To take case out of statute, acknowledgment must be of subsisting debt equivalent to implied promise to pay, and not accompanied by qualifications negativing moral obligation. Case reviewed. Knight *v.* Knight, 155 Md. 247.

Claim by executrix for over-payment to creditor under belief that estate was solvent, not barred where she had no knowledge of such insolvency until within three years of suit brought. Chestertown Bank *v.* Perkins, 154 Md. 462.

Plaintiff's right of action accrued at beginning of flow of water into basement and continued until expiration of three years after he ceased to be injuriously affected; recovery limited to damages sustained within three years prior to suit. Prayers. Public Utilities Co. *v.* Baile, 152 Md. 376.

This section not applicable where delay due to agent's concealment of his appropriation of partnership profits. Curtin *v.* Gildea, 2 F. (2nd), (Dist. Ct. Md.), 866.

Maritime lien filed within period required by this section. The Fort Gaines, 24 F. (2nd), (Dist. Ct. Md.), 439.

While this section is not conclusive in admiralty, it will generally be followed. The General Lincoln, 24 F. (2nd), (Dist. Ct. Md.), 442.

This section referred to in construing art. 101, sec. 51—see notes thereto. Vang Constr. Co. *v.* Marcoccia, 154 Md. 403.

As to limitations on the collection of taxes, see art. 81, sec. 160.

In action against a dentist for extracting two good teeth instead of two baby roots, charging him with carelessness, unskilfulness and negligence, the action is one of trespass, case or contract, and period of limitations is three years. McClees *v.* Cohen, 158 Md. 64.

In action on life insurance policy which has been barred by statute of limitations for more than half a century, held that verdict was properly directed for defendant insurer in absence of evidence that its assistant claim agent, who acknowledged liability, had authority to waive bar of the statute of limitations. Kennedy *v.* Life Ins. Co., 162 Md. 340.

Cited but not construed in Seeley *v.* Dunlop, 157 Md. 384; Miller *v.* Horowitz, 172 Md. 428.

Suit for refund of taxes erroneously paid barred by limitations if not brought within three years. Baltimore *v.* Household Finance Corp., 168 Md. 14.

Libels against boat filed well within statutory period of limitations held not barred by laches. The Little Charley, 31 Fed. (2nd), 120.

One claiming limitation period was postponed by fraud on part of adverse party under sec. 14 must prove diligence. Ins. Co. of North America *v.* Parr, 44 Fed. (2nd), 573.

This section referred to in construing art. 48A, sec. 68. Bass *v.* Standard Acc. Ins. Co., 70 Fed. (2nd), 87.

See notes to sec. 14.

This section has no application to actions for restoration of money paid under Secs. 1002-1006 of Art. 4 of the Code of Public Local Laws (1938 Edition) for use of public schools of Baltimore City. Labanowski *v.* Baltimore, 168 Md. 127.

Cited in Abercrombie *v.* United Light & Power Co., 7 F. Supp. 531; A. C. L. R. Co. *v.* B. & O. R. Co., 12 F. Supp. 711.

The statute of limitations affects the remedy, but not the debt or lien. Farmers' Bank *v.* Iglehart, 6 Gill, 58; Donaldson *v.* Raborg, 26 Md. 326; B. & O. R. R. Co. *v.* Clark, 19 Md. 520; Oliver *v.* Gray, 1 H. & G. 215; Barney *v.* Smith, 4 H. & J. 495; Ohio Life Ins. Co. *v.* Winn, 4 Md. Ch. 254.

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.

The reason and policy of the statute should be considered and applied by analogy in determining whether mandamus will lie. George's Creek, etc., Co. *v.* Allegany County, 59 Md. 262.