from thirty to forty per cent., and were passed at their nominal amounts by the plaintiffs to the defendants; without any reference to the fact, whether there was any design to commit usury, or whether the notes were, in reality, of a higher intrinsic value, or of their full nominal value, to the parties; or whether there was, in the transaction, either a taking or a reser-
*404] vation of more than six per cent. *interest contemplated by the parties. From what has been already stated, these constituted the turning-points of the case; and the instruction could not properly be given, without making them a part of the inquiries before the jury, upon which their verdict was to turn.

Upon the whole, we are of opinion, that the first seven instructions prayed by the plaintiffs, ought to have been given to the jury; and the instructions given by the court, at the request of the defendants, ought to have been refused; and therefore, for these errors, the judgment ought to be reversed, and the cause remanded to the circuit court, with directions to award a *venire facias de novo*.

Judgment reversed.

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*405] *Robert Piatt, Appellant, *v.* Charles Vattier and others, and The Bank of the United States.

Statute of limitations.—Adverse possession.

A bill was filed in the circuit court of Ohio, for a conveyance of the legal title to certain real estate in the city of Cincinnati; and the statute of limitations of Ohio was relied on by the defendants; the complainant claimed the benefit of an exception in the statute, of non-residence and absence from the state; and evidence was given, tending to show that the person under whom he made his claim in equity was within the exception; the non-residence and absence were not charged in the bill, and, of course, were not denied or put in issue in the answer: *Held*, that the court could take no notice of the proofs; for the proofs, to be admissible, must be founded upon some allegations in the bill and answer. If the merits of the case were not otherwise clear, the court might remand the cause for the purpose of amending the pleadings.

There was in this case a clear adverse possession of thirty years, without the acknowledgment of any equity or trust estate in any one, and no circumstances were stated to the bill, or shown in evidence, which overcame the decisive influence of such an adverse possession. The established doctrine of the law of courts of equity, from its being a rule adopted by those courts, independent of any legislative limitations, is, that it will not entertain stale demands.[1]

Piatt *v.* Vattier, 1 McLean 146, affirmed.

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[1] Courts of equity, acting on their own inherent doctrine, of discouraging, for the peace of society, antiquated demands, refuse to interfere in attempts to establish a stale trust, except where the trust is clearly established, or where the facts have been fraudulently and successfully concealed by the trustee, from the knowledge of the *cestui que trust*. Relief, in such cases may be sought; but the rule is, that the *cestui que trust* should set forth in the bill, specifically, what were the impediments to an earlier prosecution of the claim, and how he came to be so long ignorant of his alleged rights, and the means used by the respondent to keep him or her in ignorance, and how he or she first came to the knowledge of their rights. Godden *v.* Kimmell, 99 U. S. 211; Badger *v.* Badger, 2 Wall. 87. Where a party appeals to the conscience of the chancellor, in support of the claim, where there has been *laches* in prosecuting it, or long acquiescence in the assertion of adverse right, he should set forth in his bill, specifically, what were the impediments to an earlier prosecution of the claim; and if he do not, the chancellor may justly refuse to consider his case, on his own showing, without inquiring whether there is a demurrer, or any formal plea of the statute of limitations, contained in the answer. Marsh *v.* Whitmore, 21 Wall. 185. And see Brown *v.* Buena Vesta County, 95 U. S. 161.

Piatt v. Vattier.

APPEAL from the Circuit Court of Ohio. On the 6th of December 1827, the appellant, a citizen and resident of the state of Kentucky, filed a bill in the circuit court of the United States for the district of Ohio, setting forth, that in the year 1789, when the city of Cincinnati was first laid out, the country being then a wilderness, and the town plat a forest of timber, certain lots in the said city were allotted, as donations, to those who should make certain improvements, within given periods of time; and the evidence of ownership, consisting of the certificate of the proprietors, was transferred from one person to another, by delivery, as evidence of title. That the lot No. 1, on the said plat, now occupied as the Cincinnati Hotel, was allotted to one Samuel Blackburn, who, before the conditions of the donation were fulfilled, transferred his right to one James Campbell, who soon thereafter transferred it to one John Bartle, who, in the summer of the year 1790, took possession of the same, and completed the *improvements required by the terms of the donation. That said Bartle continued [*406 to occupy said lot, and the building thereon erected, by himself, first, and subsequently, by his tenants Elliott and Williams, and by his tenant Abijah Hunt, for several years; having the certificate of the proprietors of the town as his evidence of title; and the said Bartle having become embarrassed in his circumstances, mortgaged the said lot to one Robert Barr, of Lexington, Kentucky, of whom, and his heirs, if deceased, nothing was known, for the sum of about $700, to the payment of which the rents reserved to said Bartle, from the tenants in possession, were to be, and a large amount was in fact appropriated and paid. That the said Bartle having been upset in crossing the Ohio river, and thrown into the same, lost his certificate for said lot, and this fact coming to the knowledge of one Charles Vattier, a citizen and resident of the state of Ohio, who, it was prayed, might be made defendant to the bill, and the said Bartle being then in very reduced circumstances, the said Vattier contriving and intending to defraud the said Bartle of the said lot, then become considerably valuable, went to Lexington and purchased of said Barr the mortgage given on said lot by said Bartle, which he took up; and having obtained from Abijah Hunt, then the tenant of said Bartle, the possession of the said lot, in the absence of said Bartle from the country, the said Vattier obtained from John Cleves Symmes, in whom the legal title was, a conveyance for said lot. That said Vattier having thus fraudulently obtained the possession of and title to said lot, afterwards sold the same to one John Smith, who had full notice and knowledge of the original and continued claim of said Bartle to the same, which said Smith was since deceased, and his heirs, if any were alive, were unknown to the complainant; and the said Smith, after occupying the same for a time, sold the same to one John H. Piatt, who had full notice and knowledge of Bartle's claim thereto; said John H. Piatt was since deceased, leaving Benjamin M. Piatt, and Philip Grandon and Hannah C. his wife, citizens and residents of the state of Ohio, his heirs-at-law, with others not citizens of this state, and who could not, therefore, be made defendants. And the said John H. Piatt, in his lifetime, mortgaged the same to the president, directors and company of the Bank of the United States, under *which mortgage, the said [*407 president, directors and company of the Bank of the United States had obtained possession and complete title, with full notice and knowledge of the claim of said Bartle. And the said president, directors and company

of the Bank of the United States had sold the same to one John Watson, a citizen and resident of this state, who, it was prayed, might be made defendant to the bill, the said Watson being in the actual possession of said premises, but had not paid the purchase-money nor obtained a deed therefor. The bill further showed, that the said Bartle asserted to the said Vattier, to the said Smith, and to the said Piatt, his right to said premises, at various and different times, but from poverty was unable to attempt enforcing the same in a court of equity or elsewhere; and the complainant had recently purchased from said Bartle his right to said lot, and obtained a conveyance from him for the same. The bill prayed, that the said president, directors and company of the Bank of the United States might be decreed to deliver possession of said premises to the complainant, and account for and pay the rents and profits thereof to him, and execute a quit-claim deed therefor to him; or in case the said president, directors and company of the Bank of the United States be protected in the possession thereof, that Charles Vattier be decreed to account for and pay to the complainant the value thereof, upon such principles as should be deemed just and equitable; and for other and further relief, &c.

The Bank of the United States filed an answer, denying any knowledge of the facts alleged in the bill, as to the title of Bartle to the property in question, and asserting a regular legal title to the same, in those under whom they hold the same. They asserted a possession of the property in Charles Vattier, from 1797, up to July 1806, when the property was purchased by John Smith, and was afterwards, in 1811, sold by the sheriff, by virtue of a *fieri facias*, as the property of John Smith, and bought by John H. Piatt; under whom, and whose heirs, the property was held by conveyances, commencing in 1820, by mortgage, by deed in fee-simple from the heirs of John H. Piatt, in 1823, and by a release of the dower of the widow of John H. Piatt, at the same time, for which release the bank paid to the said widow $11,000. Upon this lot of ground, John H. Piatt made extensive and
*408] *costly improvements, and in particular, erected the Cincinnati Hotel. The answer stated, that the bank, at the time of the purchase, knew nothing of the claim of the complainant, or of Bartle, and that they claimed a complete title to the lot, under John C. Symmes, Charles Vattier, John Smith and John H. Piatt, and his heirs and representatives, and widow, as above stated, and they alleged, that said Vattier took possession of said lot, about the year 1799, and that said Vattier, and those claiming under him, had continued in the uninterrupted possession of said premises ever since, being a period of more than twenty-eight years.

The answer of Charles Vattier denied all the allegations in the bill which asserted his knowledge of the title, said to have been held by Bartle to the property; and asserted a purchase of the property claimed, by Robert Piatt, from Robert Barr, of Lexington, Kentucky, and that a complete legal title to the same had been made to him by John Cleves Symmes, holding the said legal title. That he came fairly into the possession of this property, and at that time had not the least notice or knowledge of the supposed equitable claim of the said Bartle to the lot. He further stated, that, while he lived on said lot, he frequently saw Bartle, who was often in the house on the lot; that said Bartle never made known to him, nor intimated to him, that he had any claim or title to the lot; that while he was the owner of

the lot, he made improvements on the same, of which Bartle had knowledge. He did not believe or admit, that said Smith had any notice of the several matters and things set forth in the bill, at the time he received a conveyance for said lot from this defendant, as before stated, or that he knew or had heard anything of the supposed right or claim of said Bartle to said lot. He further stated, that, ever since he took possession of said lot, in the year 1797, there had been a continued possession of the same, under his title thus acquired from said Symmes, by the successive owners, as set forth in the bill. He knew nothing of the inability of said Bartle, on account of his poverty, to assert his title to said lot, if he had one; nor did he know that the said Robert Piatt had purchased from the said Bartle his right to said lot, and obtained a conveyance from him for the same, and therefore, he required full proof of the same. *The complainant filed a general replication. [*409

The depositions of a number of witnesses were taken and filed in the case; and on the 19th of December 1831, the circuit court made a decree, dismissing the bill, and stating that the equity of the case was with the defendants, and that the complainant was not entitled to the relief sought. The complainant appealed to this court.

The case was argued by *Ewing* and *Bibb*, for the appellant; and by *Sergeant* and *Webster*, for the appellees.

The decision of the court having been given on the bar which was interposed by time, to the right of the appellant to recover, the arguments of counsel on the other points in the case are omitted.

Upon the effect of the statutes of limitations of Ohio on the claim of the appellant, and of time on the same, the counsel for the appellant contended, that the length of time is no bar, according to the facts and circumstances of this case. The question is, whether the claim set up in the bill is barred by the statute of limitations of Ohio?

In *Aggas* v. *Pickerell*, 3 Atk. 222 (26th of June 1745), upon a bill for redemption of mortgaged premises, of which the defendant had possession more than twenty years, the defendant demurred. The chancellor expressed his opinion unfavorable to the demurrer; he said, "how is it possible to give greater allowance to length of time, than the statute of limitation does?" "The plaintiff may, by way of reply or amending his bill, make it appear, he is within the saving of the statute;" "or upon a plea, he may prove himself to be within the exceptions." In 3 Atk. 314, the same rule is observed, and redemption decreed in behalf of a "prowling assignee, who admitted he had purchased the equity of redemption for a very inconsiderable sum." The plaintiff was not barred by the statute of limitations; and although the chancellor was much disinclined towards the assignee, he did decree in his favor; declaring, "even in the case of an assignee of the equity of redemption, if the *circumstances would induce the court to decree redemption in favor of the mortgagor, the assignee, who stands in his [*410 place, will have the benefit of it." In *Higginson* v. *Mein*, 4 Cranch 415–20, the debt was enforced against the mortgaged premises, the presumption of payment from length of time being repelled by circumstances. But after the elaborate argument and decision of this court, on a full investigation of

the adjudged cases, in *Elmendorf* v. *Taylor*, 10 Wheat. 168, it is unnecessary to labor the principle. It is said, confidently, that, so far as the defendants below have relied upon length of time, the question is, whether there are such *laches* and non-claim of the rightful owner of this equity, for such a period as that he would have been barred by the statute of limitations of Ohio, supposing the plaintiff and those from whom he claims had held the legal estate.

The provisions of the act of limitations of the state of Ohio, of 1804, applicable to this case, are, the first section, which limits the action of ejectment, &c., or other possessory action for lands, to twenty years; and the third section, which contains the usual savings in favor of infants, *femes covert*, persons insane, imprisoned, "or beyond sea, at the time when such actions may or shall have accrued;" and allows the period of twenty years before limited, "after such disability shall have been removed." The sections of the act of 1810, are the second, which limits the time for writs of ejectment, or other possessory actions for lands, to twenty-one years; the third section, which contains the like saving as the act of 1804, for persons under disability of infancy, "beyond sea," &c., and allows the like period of twenty-one years "after such disability shall have been removed;" and the sixth section, which repeals the act of limitations of 1804; and declares, that this act (of 1810) shall take effect on the 1st day of June 1819.

The third statute of limitations, passed 25th of February 1824, to take effect from the 1st of June 1824, is "an act for the limitation of actions." 22 Laws of Ohio 325. Section 1st limits, "first, actions of ejectment, or any other action for recovery of the title or possession of lands, tenements or hereditaments," to twenty-one years; and then limits *personal
*411] actions to various shorter periods. Section 2d provides, that "if any person who shall be entitled to have or commence any action of ejectment," "shall be within the age of twenty-one years, insane, *feme covert*, imprisoned, or without the United States and territories thereof, at the time such cause of action shall have accrued; and if any person who shall be entitled to institute any other action limited by this act, shall be within age as aforesaid, insane, *feme covert*, imprisoned, or without this commonwealth, at the time such cause of action shall have accrued, every such person shall have a right to commence any such action, within the time hereinbefore limited, after such disability shall be removed."

The fourth and last act, passed 8th of February 1826, is "supplementary to the act entitled, an act for the limitation of actions." Session Acts, 60. This act recites, that doubts had arisen, whether the act passed 25th of February 1824, does not suspend the operation of all former acts of limitation on causes of action, prior to the 25th of February 1824, not barred by former acts, prior to that day; therefore, this act revives the acts of 1804 and 1810, for the purpose of limiting all actions, the cause of which may have accrued after the 4th day of January 1804, and before the 25th of January 1810; or after the 25th of January 1810, and before the 25th of February 1824; according to the provisions of those acts, "but for no other purpose whatever." It will be evident, from the repealing clause of 1824, which took effect June 1st, 1810, that as to causes of action theretofore accrued, but then barred, the limitation ceased. Upon such actions, no statute of limitation had any bearing, until the passage of the act of 1826; and no

bar can be invoked, unless the supplementary act of 1826 can produce such effect.

It has been decided, that "beyond sea" means out of the state. *Shelby* v. *Guy*, 11 Wheat. 361. The evidence in this case shows, that Bartle was absent from the state; and thus was fully entitled to the benefit of the exception. Courts of equity will apply the same rules as are established by statutes of limitation; but they will not go beyond them. They will give the benefit of the exceptions in the statute, when they adopt the rules of the statute. If it is necessary to set out specially, in the original bill, the exception of *the statute, as protecting the appellant, he should be allowed to amend his bill; and the court will remand the case, [*412 to give him an opportunity to supply the omission. But the complainant may, on authority, amend; or may prove that he is within the exception of the statute, by evidence (3 Atk. 226); and this is the usual course.

Sergeant and *Webster*, for the appellees.—The Bank of the United States are protected against the claim of the appellant by length of time. 1. This protection is derived from length of time, independent of all statutes of limitations. 2. From the express provision of the statutes of Ohio.

The protection is obtained by the general rules of equity. The bill has no date, and if the case was stated as it is made out by the evidence, it would be demurrable. It would be a case of a mortgagee in possession for upwards of twenty years, without payment of interest. This, in England, would be a demurrable bill. The possession of the mortgagee was for thirty-five years. Cases cited, upon this position, *Hughes* v. *Edwards*, 9 Wheat. 497, 648; *Willison* v. *Watkins*, 3 Pet. 43. It is no answer to say, that the person who claims title was out of the state of Ohio. The exception is one by statute, but the rule is one of courts of equity, which has no exception.

The plaintiff's case is completely barred by the statutes of Ohio, unless he can protect it by the exception in the statute in favor of a person "beyond seas." In this case, the appellant cannot avail himself of the exception in the statute. Vattier says, he went into possession in 1797, and this is a bar, unless the exception operates. The appellant says, he was out of the state. The question is one of law, not of evidence. The complainant having filed his bill in equity, against a person in possession upwards of thirty years, and the defendants asserting the protection of the general provisions of the statutes of limitation; until the complainant shall establish by proof, that the exception applies to him, he cannot avail himself of it. The exception should have been put in issue. *His protection by [*413 it should have been averred in his bill, or in an amended bill. Cooper's Chan. Pract. 6, 12, 329. How was it to be understood by the bill, that the material fact was, to prove that Bartle was on the other side of the Ohio?

In a court of common law, a party defendant pleads the statute of limitations; the plaintiff replies an exception, and he must raise a *primâ facie* case, by evidence. This will apply in equity. There is no evidence that the general residence of Bartle was out of the state. The case appears, on the proceedings, that the defendants are to prove that Bartle is not within the exception, before the plaintiff has proved the general absence of Bartle, to place him within the exception.

STORY, Justice, delivered the opinion of the court.—This is an appeal from the decree of the circuit court of the district of Ohio, in a suit in equity, in which the present appellant was original plaintiff. In June 1827, the plaintiff purchased of John Bartle, the lot of land in controversy (which is asserted to be worth from $50,000 to $70,000), for the consideration, as stated in the deed of conveyance, of $3000; and the present suit was brought in December of the same year. The bill states, that when the city of Cincinnati was laid out, in 1789, the country being then a wilderness, certain lots of the city were allotted, as donations, to those who should make certain improvements, and that the evidence of ownership of such lots was a certificate of the proprietors, which was transferrible from one person to another by delivery. That lot No. 1, on the plat of the city (the lot in controversy), was allotted to Samuel Blackburn, who transferred his right to one James Campbell, who transferred it to Bartle, in 1790, and the latter completed the improvements required by the terms of donation. That Bartle continued to occupy the lot, under this certificate of title, for several years, when, becoming embarrassed, he mortgaged the lot to one Robert Barr, of Lexington, Kentucky, of whom (the bill states) and his heirs, if deceased, the plaintiff knows nothing, for the sum of $700, for the payment of which the rents
*414] received by Bartle, from the *tenants in possession were to be appropriated and paid. The bill then alleges, that Bartle afterwards lost the certificate, in crossing the Ohio river; that Charles Vattier, one of the defendants, fraudulently purchased the mortgage of Barr, and obtained possession of the lot from the tenants, in the absence of Bartle from the country, and acquired the legal title from John C. Symmes, in whom it was vested. That Vattier afterwards sold the same to one John Smith, who is since deceased (and his heirs, if any are alive, are unknown to the plaintiff), and who had full notice of Bartle's title. That Smith afterwards sold the same to one John H. Piatt, since deceased (whose heirs are made defendants), who also had notice of Bartle's title; that Piatt, in his lifetime, mortgaged the same to the Bank of the United States, which has obtained possession and complete title, with the like notice. The bill further charges, that Bartle asserted his right to the premises to Vattier, Smith and Piatt, at various times, but from poverty was unable to attempt enforcing the same in a court of equity, or elsewhere; and that the plaintiff has recently, in December 1827, purchased Bartle's right, and obtained a conveyance thereof. The bill then states, that the plaintiff had hoped, that the bank would have surrendered the possession, or in case it refused so to do, that Vattier would have accounted with the plaintiff for the value thereof, taking an account of the mortgage-money paid to Barr, of the improvements, rents, profits, &c.; but that the bank has refused to surrender the possession, and Vattier has refused to account. And it then prays a decree against the bank, to surrender the possession, and account for the rents and profits, and to execute a quit-claim; or, if the bank is protected in the possession, that Vattier shall be decreed to account, and for general relief.

In the answers of Vattier and the Bank of the United States, they assert themselves to be *bonâ fide* purchasers, for a valuable consideration, of an absolute title to the premises, without notice of Bartle's title, and they rely on the lapse of time also as a defence. The bill, as to the heirs of J. H. Piatt, was taken *pro confesso*, they not having appeared in the cause.

Piatt v. Vattier.

From the evidence in the cause, it appears, that Vattier, and those claiming title under him, have been in possession of the premises, claiming an absolute title thereto, adverse to the title *of Bartle, ever since the 20th of March 1797, the day of the date of the conveyance from Symmes to Vattier. At the hearing in the circuit court, the bill was dismissed; and the cause now stands before this court upon an appeal taken from that decision. [*415

Various questions have been made at the argument made before us, as to the nature and character of Bartle's title; and, if he had any valid title, whether the purchasers under Barr had notice of it. With these and some other questions, we do not intermeddle; because in our view of the cause, they are not necessary to a correct decision of it.

The important question is, whether the plaintiff is barred by the lapse of time; for we do not understand, that the adverse possession presents, under the laws of Ohio, any objection to the transfer of Bartle's title to the plaintiff, if Bartle himself could assert it in a court of equity. This question has been argued at the bar, under a double aspect: first, upon the ground of the statute of limitations of Ohio; and secondly, upon the ground of an equitable bar, by mere lapse of time, independently of that statute.

In regard to the statute of limitations, it is clear, that the full time has elapsed, to give effect to that bar, upon the known analogy adopted by courts of equity, in regard to trusts of real estate, unless Bartle is within one of the exceptions of the statute, by his non-residence and absence from the state. It is said, that there is complete proof in the cause, to establish such non-residence and absence. But the difficulty is, that the non-residence and absence are not charged in the bill, and, of course, are not denied or put in issue by the answer; and unless they are so put in issue, the court can take no notice of the proofs; for the proofs, to be admissible, must be founded upon some allegations in the bill and answer. It has been supposed, that a different doctrine was held by Lord HARDWICKE, in *Aggas* v. *Pickerell*, 3 Atk. 228, and *Gregor* v. *Molesworth*, 2 Ves. jr. 109, and by Lord THURLOW, in *Deloraine* v. *Browne*, 3 Bro. C. C. 632. But these cases did not proceed upon the ground, that proofs were admissible to show the party, plaintiff, to be within the exception of the statute of limitations, when relied on by way of plea or answer, and the exception was not stated in the bill, or specially replied, but upon the ground, that the omission *in the bill to allege such exception could not be taken by way of demurrer. And even this doctrine is contrary to former decisions of the court;(a) and it has since been explicitly overruled, and particularly in *Beckford* v. *Close*, 4 Ves. 476; *Foster* v. *Hodgson*, 19 Ibid. 180, and *Hovenden* v. *Lord Annesley*, 2 Sch. & Lef. 637–8. And the doctrine is now clearly established, that if the statute of limitations is relied on as a bar, the plaintiff, if he would avoid it by any exception in the statute, must explicitly allege it in his bill, or specially reply it; or, what is the modern practice, amend his bill, if it contains no suitable allegation to meet the bar.(b) In the present case, if the merits were otherwise clear, the court might remand [*416

(a) See South Sea Company *v.* Wymondsell, 3 P. Wms. 143, 145, and Mr. Coxe's note; Cooper's Eq. Pl. 254–5; Smith *v.* Clay, 3 Bro. C. C. 640, note.

(b) See Belt's note to the case of Deloraine *v.* Browne, 3 Bro. C. C. 640, n. 1; Miller *v.* McIntyre, 6 Pet. 61, 64.

the cause, for the purpose of amending the pleadings, and supplying this defect. But, in truth, the answers, though they rely generally on the lapse of time, do not specially rely on the statute of limitations as a bar; and the case may, therefore, well be decided, upon the mere lapse of time, independently of the statute.

And we are of opinion, that the lapse of time is, upon the principles of a court of equity, a clear bar to the present suit, independently of the statute. There has been a clear adverse possession of thirty years, without the acknowledgment of any equity or trust estate in Bartle; and no circumstances are stated in the bill, or shown in the evidence, which overcome the decisive influence of such an adverse possession. The established doctrine, or, as Lord REDESDALE phrased it, in *Hovenden* v. *Annesley*, 2 Sch. & Lef. 637–8, "the law of courts of equity," from its being a rule adopted by those courts, independent of any positive legislative limitations, is, that it will not entertain stale demands. Lord CAMDEN, in *Smith* v. *Clay*, 3 Bro. C. C. 640 note, stated it in a very pointed manner. "A court of equity," said he, "which is never active in relief against conscience or public convenience, has always refused its aid to stale demands, where the party has slept upon his rights, or acquiesced for a great length of time. Nothing *can call forth this court into activity, but conscience, good faith and reasonable diligence. Where these are wanting, the court is passive and does nothing; *laches* and neglect are always discountenanced; and therefore, from the beginning of this jurisdiction, there was always a limitation of suits in this court." The same doctrine has been repeatedly recognised in the British courts, as will abundantly appear from the cases already cited, as well as from the great case of *Cholmondeley* v. *Clinton*, 2 Jac. & Walk. 1.(*a*) It has also repeatedly received the sanction of the American courts, and was largely discussed in *Kane* v. *Bloodgood*, 7 Johns. Ch. 93, and *Decouche* v. *Savatier*, 3 Ibid. 190. And it has been acted on in the fullest manner by this court; especially, in the case of *Prevost* v. *Gratz*, 6 Wheat. 481; *Hughes* v. *Edwards*, 9 Ibid. 489; *Willison* v. *Watkins*, 3 Pet. 44; and *Miller* v. *McIntyre*, 6 Ibid. 61, 66.

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Without, therefore, going at large into the grounds upon which this doctrine is established, though it admits of the most ample vindication and support, we are all of opinion, that the lapse of time in the present case is a complete bar to the relief sought, and that the decree of the circuit court, dismissing the bill, ought to be affirmed, with costs.

THIS cause came on to be heard, on the transcript of the record from the circuit court of the United States for the district of Ohio, and was argued by counsel: On consideration whereof, it is decreed and ordered by this court, that the decree of the said circuit court in this cause be and the same is hereby affirmed, with costs.

(*a*) See also Beckford *v.* Wade, 17 Ves. 86; Bonney *v.* Ridgard, 1 Cox 145; Blennerhassett *v.* Day, 1 Ball & Beat. 104; Hardy *v.* Reeves, 4 Ves. 469; Harrington *v.* Smith, 1 Bro. P. C. 95.