

be in some respects inaccurate; because they were not in possession of that information which would enable them to set forth their case with greater certainty; and therefore, they pray a discovery of the defendants. If then the statements of the bill were in any essential particular incorrect, the defendants should have objected to it on that account; but they have not done so; and therefore the plaintiffs are entitled to have their bill now regarded as entirely sufficient, so far as it sets forth a case which, in substance, entitles them to the relief they ask. *Carew v. Johnston*, 2 *Scho. & Lefr.* 305; *Wright v. Plumtre*, 3 *Mad.* 480; *Zane v. Zane*, 6 *Mun.* 406.

There is no proof of any thing like a trust; therefore, that alternative view of the plaintiff's case may be at once put aside. The deed of the 8th of May, 1807, proves, that James M. Lingan did then convey the tract of four hundred and twenty acres of land in the bill mentioned to John Henderson; the receipt or memorandum of the 10th of June, 1807, which has been authenticated, proves, that the purchase money was not then paid; and the witness Henry Waring, in consistency with, and in corroboration of these instruments of writing, proves, that John Henderson, in his life-time, repeatedly admitted he had purchased the land referred to in those instruments of writing, for which he was to pay thirteen dollars and one-third of a dollar per acre; but that he had paid no part of the purchase money, and was unable to pay it; and this witness further proves, that the land was held by John Henderson until his death, when it descended to his children, who are defendants to this suit. There is no proof of the purchase money ever having been paid. It is admitted, that James M. Lingan is dead, and that these plaintiffs are his legal representatives. This is the substance of the case, according to the proofs and in all material points, it accords exactly with one of the alternatives of the case set forth in the bill. 272

Whence it is sufficiently clear, that the plaintiffs have sustained their case in opposition to the general defence of David English. And, as there is not the least evidence of any payment or satisfaction ever having been made in the manner relied on in defence by the defendant Lydia English, the plaintiffs may obtain relief against her also as well as her husband.

The defendant Richard Henderson has put his defence entirely upon his plea of the Statute of Limitations; and the plaintiffs having established their case in all respects in opposition to the other defences; and the other defendants having made default; the whole controversy is thus reduced to the single question, whether this be a valid defence against the whole or not. It is, therefore, proper, that it should be carefully considered.

All Statutes of Limitation proceed upon the policy comprised in the maxim, *interest reipublicæ ut sit finis litium*; that some lapse