

496 then *farther say, that the defendant did not promise or assume to pay the debt at any time within twelve years before the complainants filed their bill. Regarding these allegations as two distinct pleas, they are, as pleaded, each of them, informal and wholly insufficient. And, taking them as one plea, it is multifarious and double. Duplicity is a vice in pleading, and singleness is no less necessary in equity than at law. This plea must, therefore, be overruled. *Whitbread v. Brockhurst*, 1 Bro. C. C. 417; *S. C. 2 Ves. & Bea.* 153, note.

The object of this bill is to enforce an equitable lien by a vendor against a vendee, and to have the land sold, in virtue thereof, for the payment of the balance of the purchase money. Whether a

in the said bill of complaint mentioned, (which this defendant doth in no sort admit,) the same did accrue or arise above twenty years before the filing the complainant's bill of complaint; and above twenty years before the serving this defendant with any process to appear to and answer the same, during all which time the said Stephen Steward, and all those claiming under him have constantly acquiesced under the said deed or conveyance alleged to have been made to him by the said Thomas Davis; that is to say, from the time of making the same until the time of filing the complainant's said bill; wherefore this defendant doth plead the Act of Parliament or Statute of Limitations made in the twenty-first year of King James the First; and also the length of time and acquiescence, and prays the benefit of the same: all which matters this defendant doth aver and plead in bar of the complainant's said bill, and of the complainant's pretended demands for which he seeks to be relieved by the said bill.

And this defendant further saith, that he is advised by his counsel, that there is good cause of demurrer to the said bill, and that there is no matter or thing in the said bill contained good and sufficient in law to call this defendant in question in this Honorable Court for the same; but that there is good cause of demurrer thereto: and for cause of demurrer, this defendant saith, that, by the complainant's own shewing, the said bill, (in case the allegations therein contained were true, which this defendant does in no sort admit,) contains not any matter of equity whereon this Court can ground any decree or give the complainant any relief or assistance as against this defendant: wherefore and for divers other errors and imperfections in the said bill appearing, this defendant doth demur in law thereunto; and humbly demands the judgment of this Honorable Court, whether he shall be compelled to put in any further or other answer to the said bill; and humbly prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

THOMAS JENNINGS, for Deft.

ROGERS, C., 2d September, 1789.—Decreed, that the bill aforesaid of the complainant be dismissed, and the same is hereby dismissed; and that the said complainant pay to the said defendant his costs in this behalf expended. *Chancery Proceedings, Lib. S. H. H. letter B, 722.*

N. B.—Recollecting, as has been before explained, (*H. K. Chase's Case, ante, 217,*) that a demurrer is overruled by a plea, it is obvious, that this decree must have been founded upon the propriety of thus pleading two pleas, and upon the validity of one or both of the pleas.