

The cause of action in this case, if ever there was one, arose upon the payment of the money by West to the defendants, Schwartze and McDonald, in 1813, and the bill was not filed until the 30th August, 1845, so that a period of more than thirty-two years intervened between the right to sue and the institution of the suit.

Now here is an interval which would be more than sufficient to preclude the plaintiffs from any title to the aid of the court, even though the defendants had claimed simply as mortgagees, and by no higher title. For it cannot be doubted, that mortgagees in possession, and holding without an acknowledgment or recognition of the title of the mortgagor, for twenty years or more, would not be liable to be redeemed, though there is no statutory bar to the right of redemption.

In this case, the purchaser, West, was put in possession as early as 1813, upwards of thirty-two years before this bill was filed, and there is no evidence whatever, of any acknowledgment or recognition of the title of Gibbons, or of any one claiming under him, during that long space of time. Upon every principle, therefore, it would seem the claim is barred, unless it can be shown that when the right to sue accrued, the plaintiffs were under some disability, which excused them, and continued so until within the time allowed by law to sue after the disability is removed. Now in this case, Mrs. Hertle, who survived her brothers, was a minor in 1813, when the cause of action accrued, and continued so until 1831, when she became of age. When she married does not appear, but she unquestionably married after the claim accrued, and therefore cannot avail herself of her marriage to prolong the period in which she should assert her rights, subsequent or cumulative disabilities being unavailable for any such purpose. *Dugan vs. Gettings*, 3 Gill, 138. Though mortgages are held not to be within the words of the statute of limitations, and no positive time has been fixed upon, which shall be an absolute bar to redemption, yet courts of equity have thought it reasonable to establish, by analogy to the statute, a period at which, *prima facie*, the right of redemption shall be presumed to be deserted by the mortgagor, unless