or not. The contingency which gave rise to this obligor's equity was of such a nature, that on its happening, he could only obtain the relief to which he was entitled in a Court of equity. *Mole* v. *Smith*, 1 *Jac. & Walk.* 645. He therefore came here and obtained relief accordingly, even against the assignee and the then holder of his bond, the intestate of the only two of these defendants who now resist his equity. After which that assignee, availing himself of the legal form of his claim, obtained a judgment at law, which this plaintiff, from the peculiarly equitable nature of his defence, was unable to prevent. I am therefore of opinion that this injunction must now be made perpetual, as well because this Court should be consistent with itself, as because this plaintiff should have assured to him the full benefit of that to which he has been declared, by the decree of the 22nd May, 1815, to be equitably entitled.

Whereupon it is decreed, that the injunction heretofore granted in this case be, and the same is hereby made perpetual, and that the said defendants pay to the said complainant his costs, to be taxed by the register.

The defendants appealed, and the Court of Appeals affirmed the decree.

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*MORETON v. HARRISON. **491**

VENDOR'S LIEN.—LIMITATIONS.—PLEADING IF EQUITY.

A defendant may, at the same time, plead several distinct pleas in bar, in equity as well as at law.

If a defendant pleads the Statute of Limitations, and there be any allegations in the bill of partial payments, &c.; which, if true, would take the case out of the statute, the defendant must, by an answer in support of his plea, deny such allegations.

A plea may, without replication, be set down to obtain the judgment of the Court as to its formality and sufficiency.

The nature of a vendor's lien, and how it differs from other liens. (*a*)

The vendor's lien, to secure the payment of the purchase money, is an incident of every contract for the sale of real estate; unless such lien be waived or relinquished.

A vendor's lien can only be barred by a lapse of twenty years. (*b*)

An admission by the vendee, within the twenty years, that the purchase money had not been paid, sustains and continues the vendor's lien.

This bill was filed on the 29th of November, 1825, by Joseph Moreton, administrator *de bonis non* of John Westeneys, and James

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(*a*) Cited in *Price* v. *Hobbs*, 47 Md. 382.

(*b*) Cited in *R. R.* v. *Trimble*, 51 Md. 110.