

press consent, did actually become bound by it. And, therefore, after it has been barred or extinguished, it is no less necessary, in order to show that it has been renewed, to prove, in like manner that each of the defendants did, by his express consent, become bound by such new agreement; because it is no less essential to the validity of the new, than it was to that of the old agreement, that it should be shewn to have been expressly assented to by each one who is proposed to be charged by it. Where there is no separate cause of suit against any one defendant, and each one of them is no otherwise chargeable by such agreement than as party with all his co-defendants, it must be established as an agreement to which all are liable, or the plaintiff can take no benefit from it, and his bill must be dismissed. But where it is shewn, that a partnership in trade did actually exist between the defendants, there, as during the continuance of such partnership, all the partners may join in making a promissory note, or the like, in relation to their trade, so as to bind the firm; so, during the continuance of the partnership, a promise by any one of the partners will as effectually renew such contract, as an express promise by all of them; because, during the continuance of the partnership, each partner

278 has the power to *make a contract of that nature, which shall be obligatory upon all. *Ex parte Dewdney*, 15 Ves. 480; *Whitcomb v. Whiting*, Doug. 652; *Tinkler v. Walpole*, 14 East, 226; *Gow. Part.* 79, 212; 4 *Stark. Er.* 896; *Blanch*, Stat. Lim. 124; *Clementson v. Williams*, 8 Cran. 72; *Clark v. Van-riemsdyk*, 9 Cran. 156; *Bell v. Morrison*, 1 Peter, 367; *Walden v. Sherburne*, 15 John. Rep. 409; *Rootes v. Wellford*, 4 Mun. 215; *Fisher v. Tucker*, 1 McCord, 172; *Wilmer v. Harris*, 5 H. & J. 9; *Ward v. Howell*, 5 H. & J. 60.

Hence it follows, as a promise or acknowledgment can only take a case out of the Statute of Limitations because of its being, of itself, a new promise, or because of its being satisfactory evidence of the renewal of the contract, it is perfectly clear, that such promise or acknowledgment must come, not merely from one alone, but from each, or all of the contractors, or from a partner in trade who has a then power of contracting in the name of all. And, consequently, a promise or acknowledgment of one alone of several contractors, or of one partner, after the dissolution of the partnership, can no more take a case out of the Statute of Limitations than the promise of one man can be allowed to operate as an original obligation upon another, without his consent. *Hyleing v. Hastings*, 1 Ld. Raym. 389; *Boydell v. Drummond*, 2 Camp. 157; *Sterndale v. Hankinson*, 1 Sim. 393; *Jones v. Moore*, 5 Binn. 573.

Where a plaintiff's cause of suit is made up of several distinct parts, each of which may have been separately accounted for and satisfied; there, as the statute may have a distinct operation against each part, a plea of the Statute of Limitations may be