

supported as a good bar to some of such separate parts, though not to the whole. *Webb v. Martin*, 1 *Levintz*, 48; *Coventry v. Apsley*, 2 *Salk.* 420; *Aldridge v. Duke*, 3 *Mod.* 110. But a contract which is entire and indivisible in its nature, must necessarily be altogether good or bad; it must be executed as it stands, or be totally rejected. If it makes no discrimination between the several contractors who are bound by it, the Court can make none, at least to the prejudice of him for whose benefit it was made; since it is a settled axiom of law, from which no Court of justice has ever ventured substantially to depart, that the obligation of a legal contract cannot be impaired in any way whatever. So far as the Courts of justice are concerned, all the incidental as well as all the direct obligations of contracts have been most sacredly preserved; and, that this inestimable judicial rule should be made universal and unalterable, it has been declared * by the Constitution of the Union, that no State shall pass any law im-

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pairing the obligation of contracts. But, if a bond, promissory note, or contract binding two or more persons could be split up among them, and their general and common liability portioned out upon each, it might in that way, be so essentially altered as to be no longer the contract into which they entered; its benefits might be cut down, scattered and totally lost; its burthens might be made to bear upon each in a manner wholly different from that to which he had consented; and its incidental obligations, entitling a contractor to a remedy over, or to contribution, might be partially or totally set aside without his consent, and to his utter ruin. These would be some of the inevitable consequences of allowing a plea of the Statute of Limitation to be received as a bar of the cause of suit founded upon such a contract, so far only as to be an exoneration of the contractor, by whom it was pleaded, leaving the others to bear the whole burthen or only so much of it as should remain, after, somehow or other, deducting that which ought to have been borne by him who had been so discharged. Any such partial or proportional impairment of the contract would, however, not only be unjust and unconstitutional, but the execution of such a rule, as, that a plea of limitations should enure only to the benefit of him who pleads it, might be found, in cases, such as creditors' suits, where a great number of persons had been brought or let in as parties having a variety of conflicting interests in the controversy, to be arithmetically and absolutely impracticable.

But, in the case now under consideration, there was originally but one person, John Henderson, liable under the contract set forth in the complainants' bill; and therefore, any acknowledgment coming from him might well have been considered as a new contract, upon the terms set forth, so as to bind him, and take the case out of the Statute of Limitations; but by his death, the lia-