

bility has devolved upon all these defendants; and therefore, as no one of them has the power alone to make a new contract upon the same terms so as, in like manner, to bind all the others; so no tacit admission, or acknowledgment, or even express promise of any one of them can be received as sufficient to take the case out of the Statute of Limitations, if it shall appear to have been properly applied and relied upon by this defendant, Richard Henderson alone.

280 * From their nature, pleadings in equity do not in general admit of the same precision as pleadings at law; but in equity, as well as at law, the pleadings must be substantially sufficient. The plaintiff is not tied down to any particular form of stating his case in his bill; for, however loosely or awkwardly its statements may be made, yet he may obtain the relief he seeks, if, upon a fair reading of the whole, it appears, that a sound case has been substantially set forth. But if a defendant in equity puts in a plea, considerable precision is required; because he thereby proposes to reduce his case to a single point. *Carew v. Johnston*, 2 *Scho. & Lefr.* 305; *Rowe v. Teed*, 15 *Ves.* 377. And therefore, as to pleas in equity, there does not appear to be any material difference between the rules of a Court of common law, and those of a Court of Chancery. Where the case, as stated in the bill, appears to involve several distinct subjects as component parts of one complex whole and the defendant offers a plea in bar, it must be so framed as to be exactly applicable to the case; for if it be impossible to know to which of the several subjects spoken of in the bill it precisely refers, it will be deemed bad in form as well as in substance. *Meder v. Bert*, *Gibb. Eq. Rep.* 185; *Talbott v. May*, 3 *Atk.* 18. So too a plea in equity, as well as at law, must tender a material issue; it must not only reduce the defence to a single point, but that point must be of such a nature as, when determined, will enable the Court to put an end to the case. *Jones v. Davis*, 16 *Ves.* 264; *Morrison v. Turnour*, 18 *Ves.* 181; *Steff v. Andrews*, 2 *Mad. Rep.* 5; *Co. Litt.* 126. In equity, as at law, a plea of the Statute of Limitations must be properly applicable to the particular nature of the case; as where a note was given for the payment of an annuity during the life of the annuitant, the defendant pleading, that he did not promise to pay within six years is bad; he should have pleaded the cause of action hath not accrued within the six years. 3 *Atk.* 70; *Gould v. Johnson*, 2 *Salk.* 422. And so, in an action of trespass, the statutory limitation to which is four years, where the defendant, instead of relying upon that lapse of time as a bar, pleaded not guilty within six years; the plea upon demurrer was held bad; because it did not precisely disclose, and rely upon that which had been made a bar by the statute. *Blackmore v. Tiddertey*, 2 *Ld. Raym.* 1099; *Macfadzen v. Olevant*, 6 *East*, 389. Whence it appears to be neces-