

bound. But where there exists a partnership in trade, each partner may make certain contracts in the name of the whole which shall be obligatory alike upon all the partners. Now, in all such cases, any one of the contractors may satisfy the entire demand of the contract; and upon its terms being wholly complied with by any one of them, it is thereby totally extinguished and ceases to be any longer obligatory upon any one of them in favour of him to whom it was given. That a contract may be wholly satisfied by any one of the contractors, and when so satisfied is thereby totally extinguished as to all, is a principle of law so obviously rational and just, that it need only to be stated to be universally admitted.

Consequently it is equally manifest, that any *renewment* of a contract, which has been thus satisfied, barred or extinguished, can only be effected by the exercise of a similar capacity to contract to that which had been called forth for its original formation. Suppose then, the alleged cause of suit to be an agreement whereby all the defendants had bound themselves to pay to the plaintiff a certain sum of money. In support of such a cause of suit it is necessary to prove, that each one of the defendants, by his express 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 has the power to