make a contract of that nature, which shall be obligatory upon all.(*o*)

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 *renewment* 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.(*p*)

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 supported as a good bar to some of such separate parts, though not to the whole.(*q*) 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

(*o*) *Ex parte* Dewdney, 15 Ves. 480; Whitcomb *v.* Whiting, Doug. 652; Tinkler *v.* Walpole, 14 East, 226; Gow. Part. 79, 212; 4 Stark. Ev. 896; Blanch. Stat. Lim. 124; Clementson *v.* Williams, 8 Cran. 72; Clark *v.* Vanriemsdyk, 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.—(*p*) 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.—(*q*) Webb *v.* Martin, 1 Levintz. 48; Coventry *v.* Apsley, 2 Salk. 420; Aldridge *v.* Duke, 3 Mod. 110.