

by the Constitution of the Union, that no State shall pass any law impairing 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 limitations 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, some how 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 liability 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.