

In case a debt covered by this section is revived, suit is brought on the original cause of action and not on the new promise. *Ollver v. Gray*, 1 H. & G. 215; *Guy v. Tams*, 6 Gill, 84. See also, *Barney v. Smith*, 4 H. & J. 495.

Where a specialty becomes barred and is revived by a new promise, an action upon the new promise is itself barred after three years. *Young v. Mackall*, 4 Md. 372; *Young v. Mackall*, 3 Md. Ch. 398.

An acknowledgment or new promise, though made on Sunday, revives the debt. *Thomas v. Hunter*, 29 Md. 411.

As to entries in books of account by the defendant's agent, removing the bar of the statute, see *Morrison v. Whiteside*, 17 Md. 458.

A stockholder can not revive a debt due by the corporation. *Davis v. Gemmell*, 73 Md. 537.

For circumstances under which a promise or acknowledgment by one executor takes the case out of the statute as to all the executors, see *Pole v. Simmons*, 49 Md. 21; *McCann v. Sloan*, 25 Md. 588.

An admission of a debt by an executor, even a judgment against him, can not take a debt out of a statute to the prejudice of the rights of the heir. Held that no equitable lien was established, and hence the statute applied. *Collinson v. Owens*, 6 G. & J. 10.

Where a debt is contracted with one partner, it may be revived by an acknowledgment subsequently made to another partner, the suit being on the original promise. *Barney v. Smith*, 4 H. & J. 495, etc.

So long as the partnership exists, an acknowledgment or promise by one partner, removes the bar of the statute as to the other partners. *Abrahams v. Myers*, 40 Md. 507.

The promise of one partner, after a dissolution, does not revive a debt once barred, as against his co-partners. The *dictum* to the contrary in *Ward v. Howell*, 5 H. & J. 60, was overruled in *Ellicott v. Nichols*, 7 Gill, 85. Whether a promise was made before the statute attached, is a question of law. *Newman v. McComas*, 43 Md. 82; *Leonard v. Hughlett*, 41 Md. 387. See also, *Ellicott v. Nichols*, 7 Gill, 100; *Seldner v. Mount Jackson Bank*, 66 Md. 494; *Lingan v. Henderson*, 1 Bl. 278.

A contract made by several contractors, can not be taken out of the statute by an acknowledgment by one of them. *Lingan v. Henderson*, 1 Bl. 278.

As to payments by a co-maker of a joint and several note, taking the case out of the statute, see *Burgoon v. Bixler*, 55 Md. 392. *Cf. Wilmer v. Gaither*, 68 Md. 343.

Payments by a husband on account of the joint note of himself and wife, will not revive the debt as to the wife. *Wilmer v. Gaither*, 68 Md. 343 (*quaere*, whether this decision holds good since the act of 1898, ch. 457).

The plea of limitations.

How the statute should be pleaded. *Scaggs v. Relly*, 88 Md. 65; *Byrd v. State*, 44 Md. 501; *Bevans v. McGlocklin*, 9 Md. 479; *State v. Green*, 4 G. & J. 384; *Dent v. Scott*, 3 H. & J. 32; *Harper v. Hampton*, 1 H. & J. 461; *Murdock v. Winter*, 1 H. & G. 473; *Wooton v. Sprigg*, 4 H. & McH. 352; *Perkins v. Turner*, 1 H. & McH. 400; *Moreton v. Harrison*, 1 Bl. 491.

The statute need not be pleaded to each distinct count in a declaration. *Bullen v. Ridgely*, 1 H. & J. 104. *Cf. note (a)* to this case.

Limitations is not a plea to the merits and can not be amended or filed after the rule day. Where a declaration is amended, limitations must be pleaded at once, or it comes too late. *Griffin v. Moore*, 43 Md. 252; *Wall v. Wall*, 2 H. & G. 81; *Schulze v. Fox*, 53 Md. 42. *Cf. Spear v. Griffin*, 23 Md. 430.

The plea of limitations can not be amended, though the amended plea is filed before the rule day has expired. *State v. Green*, 4 G. & J. 384.

When leave to file additional pleas is granted, limitation may be pleaded provided it be done within the time originally allowed for pleading. *Mitchell v. Sellman*, 5 Md. 384.

A plea of limitations is not favored in the law; a party may waive it at his option. *Farmers' Bank v. Sprigg*, 11 Md. 398.

An irregularity in the time of filing a plea of limitations, is waived by the filing of a replication to such plea. *Stockett v. Sasscer*, 8 Md. 377.