The statute does not begin to run on a claim of an individual against himself as executor because he cannot sue himself. Spencer *v.* Spencer, 4 Md. Ch. 464. And see State *v.* Reigart, 1 Gill, 32; Glover *v.* Patten, 165 U. S. 405.

Limitations is no bar to equitable claim of wife which she could not enforce against husband at law during his lifetime. Bowie *v.* Stonestreet, 6 Md. 431.

If defendant corporation cannot be sued during a certain period by reason of act of assembly, limitations is no bar. If plaintiff proposes to rely upon such an act to remove bar of statute, he should plead it. Planters' Bank *v.* Bank of Alexandria, 10 G. & J. 354.

Revival of the debt.

An express promise is not necessary to remove bar of statute; when a member of a firm in hands of receivers authorizes, in writing, the receivers to distribute to creditors of firm any and all sums theretofore or thereafter in his hands, and especially proceeds of certain insurance policies, such paper is a sufficient acknowledgment of a debt proved and allowed in receivership proceedings, to remove bar of statute. Hemsley *v.* Hollingsworth, 119 Md. 445.

As to the sufficiency of an acknowledgment or promise to remove bar of statute, see Wilmer *v.* Gaither, 68 Md. 345; Shipley *v.* Shilling, 66 Md. 562; Stewart *v.* Garrett, 65 Md. 393; Hall *v.* Bryan, 50 Md. 212; Goldsmith *v.* Kilbourn, 46 Md. 293; Sprogle *v.* Allen, 38 Md. 335; Knight *v.* House, 29 Md. 196; Dawson *v.* King, 20 Md. 447; Felty *v.* Young, 18 Md. 167; Higdon *v.* Stewart, 17 Md. 111; Quynn *v.* Carroll, 10 Md. 208; Peterson *v.* Ellicott, 9 Md. 62; Stockett *v.* Sasscer, 8 Md. 378; Carroll *v.* Ridgaway, 8 Md. 336; Mitchell *v.* Sellman, 5 Md. 386; Ellicott *v.* Nichols, 7 Gill, 98; Carter *v.* Cross, 7 Gill, 47; Guy *v.* Tams, 6 Gill, 85; Brookes *v.* Chesley, 4 Gill, 207; Duvall *v.* Peach, 1 Gill, 181; Hall *v.* Creswell, 12 G. & J. 47; Beltzhoover *v.* Yewell, 11G. & J. 215; Sothoron *v.* Hardy, 8 G. & J. 135; Kent *v.* Wilkinson, 5 G. & J. 499; Frey *v.* Kirk, 4 G. & J. 521; Stockett *v.* Watkins, 2 G. & J. 344; Keplinger *v.* Griffith, 2 G. & J. 301; Rogers *v.* Waters, 2 G. & J. 71; Chapman *v.* Dixon, 4 H. & J. 529; Barney *v.* Smith, 4 H. & J. 496; Allston *v.* Contee, 4 H. & J. 358; Poe *v.* Conway, 2 H. & J. 307; Oliver *v.* Gray, 1 H. & J. 215; Young *v.* Mackall, 3 Md. Ch. 398; Moreton *v.* Harrison, 1 Bl. 493; Shepherd *v.* Thompson, 122 U. S. 231.

For cases taken out of operation of statute by reason of an acknowledgment of debt, or promise to pay same, see Hardy *v.* Hardy, 79 Md. 17; Robinson *v.* Hurst, 78 Md. 68; Duvall *v.* Perkins, 77 Md. 591; Bouic *v.* Maught, 76 Md. 445; Stewart *v.* Garrett, 65 Md. 393; Johnson *v.* Evans, 8 Gill, 162.

For debts not barred by statute because of payments on account, see Brady *v.* Brady, 110 Md. 665; Wilmer *v.* Gaither, 68 Md. 343; Moreton *v.* Harrison, 1 Bl. 493.

The question of whether alleged acknowledgment applies to debt in issue is for jury. For cases involving such question, see Hopper *v.* Beck, 83 Md. 648; Hardy *v.* Hardy, 79 Md. 17; Shipley *v.* Shilling, 66 Md. 563; Quynn *v.* Carroll, 10 Md. 208; Peterson *v.* Ellicott, 9 Md. 63; Guy *v.* Tams, 6 Gill, 86; Beltzhoover *v.* Yewell, 11 G. & J. 216.

The construction of this section and of sec. 3, with reference to the revival of a debt, compared. Brooks *v.* Preston, 106 Md. 706; Felty *v.* Young, 18 Md. 167. And see Post *v.* Mackall, 3 Bl. 520.

Payments on a running account do not *per se* revive debt, where party who makes the payment has no knowledge of entries contained in account; *contra,* if party has such knowledge. Quynn *v.* Carroll, 10 Md. 209; Beltzhoover *v.* Yewell, 11 G. & J. 216.

In case a debt covered by this section is revived, suit is brought on original cause of action and not on new promise. Oliver *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 cannot 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 case out of statute as to all 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, cannot take a debt out of a statute to prejudice of rights of heir. Held that no equitable lien was established, and hence 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, suit being on original promise. Barney *v.* Smith, 4 H. & J. 495, etc.

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