

other, need not be in writing.

some other person by him thereunto lawfully authorized, shall be deemed invalid to support an action, suit or other proceeding to charge the person by whom such promise shall have been made, by reason only that the consideration for such promise does not appear in writing, or by necessary inference from a written document.

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As to such promises to or on behalf of a Firm.

4. No promise to answer for the debt, default or miscarriage of another made to a firm consisting of two or more persons, or to a single person trading under the name of firm,—and no promise to answer for the debt, default or miscarriage of a firm consisting of two or more persons, or of a single person trading under the name of firm, shall be binding on the person making such promise, in respect of anything done or omitted to be done after a change shall have taken place in any one or more of the persons constituting the firm, or in the person trading under the name of the firm, unless the intention of the parties that such promise shall continue to be binding notwithstanding such change, shall appear by express stipulation or by necessary implication from the nature of the firm or otherwise.

Right of Sureties paying the principal debt, &c., to assignment.

5. Every person who, being surety for the debt or duty of another, or being liable with another for any debt or duty, shall pay such debt or perform such duty, shall be entitled to have assigned to him or a trustee for him, every judgment specialty, or other security which shall be held by the creditor in respect of such debt or duty, whether such judgment, specialty or other security shall or shall not be deemed at law to have been satisfied by the payment of the debt or the performance of the duty; and such person shall be entitled to stand in the place of the creditor, and to use all the remedies, and if need be, and on proper indemnity, to use the name of the creditor in any action or other proceeding at law or in equity, in order to obtain from the principal debtor or any co-surety, co-contractor or co-debtor, as the case may be, indemnification for the advances made and loss sustained by the person who shall have so paid such debt or performed such duty; and such payment or performance so made by such surety shall not be pleadable in bar of any such action or other proceeding by him; Provided always that no co-surety, co-contractor or co-debtor shall be entitled to recover from any other co-surety, co-contractor or co-debtor, by the means aforesaid, more than the just proportion to which, as between those parties themselves, such last mentioned person shall be justly liable.

And to remedies on such assignment.

proviso.

Actions of account, &c., to be commenced within six years.

6. All actions of account or for not accounting, and suits for such accounts as concern the trade of merchandize between merchant and merchant, their factors and servants, shall be commenced, and sued within six years after the cause of such actions or suits, or when such cause has already arisen, then within six years after the passing of this Act; and no claim in respect of a matter which arose more than six years before the commencement of such action or suit, shall be enforceable by action or suit by reason only of some other matter of claim comprized in the same account, having arisen within six years next before the commencement of such action or suit.

Limitations of actions not to be affected by absence from U. C., &c.

7. No person or persons who shall be entitled to any action or suit with respect to which the period of limitation within which the same shall be brought is fixed by the Imperial Act of the twenty-first year of the reign of King James the first, chapter sixteen, section three, or by any Act now in force in Upper Canada, shall be entitled to any time