

Where a broker instead of affecting an immediate sale, negotiates a lease, the tenant having an option to buy, the statute begins to run against a suit by the broker for commissions on the sale from the time the tenant exercises the option. *Coates v. Locust Point Co.*, 102 Md. 292.

The statute begins to run against the provisional trustee in insolvency from the time of his appointment and qualification, and when once commenced continues as against the permanent trustee. *Teackle v. Gibson*, 8 Md. 87.

#### Incompetency to sue.

The statute begins to operate only from the time there is a competent person to sue. Where a creditor dies before a debt is due him, his administrator may recover it, provided he sues within three years from the date of his letters. *Ruff v. Bull*, 7 H. & J. 16; *Fishwick v. Sewell*, 4 H. & J. 423; *Haslett v. Glenn*, 7 H. & J. 24.

The statute does not begin to run on a claim of an individual against himself as executor because he can not 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 an equitable claim of the wife which she could not enforce against the husband at law during his lifetime. *Bowie v. Stone-street*, 6 Md. 431.

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

#### Revival of the debt.

As to the sufficiency of an acknowledgment or promise to remove the bar of the 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. Kibbourn*, 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*, 11 G. & 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 the operation of the statute by reason of an acknowledgment of the debt, or promise to pay the same, see *Hardy v. Hardy*, 79 Md. 17; *Robinson v. Hurst*, 78 Md. 68; *Duvall v. Perkins*, 77 Md. 591; *Bouc v. Maught*, 76 Md. 445; *Stewart v. Garrett*, 65 Md. 393; *Johnson v. Evans*, 8 Gill, 162.

For debts not barred by the 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 the alleged acknowledgment applies to the debt in issue, is for the 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 section 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 the debt, where the party who makes the payment has no knowledge of the entries contained in the account; *contra*, if the party has such knowledge. *Quynn v. Carroll*, 10 Md. 209; *Beltzhoover v. Yewell*, 11 G. & J. 216.