

§ 1-26. New promise must be in writing.

No acknowledgment or promise is evidence of a new or continuing contract, from which the statutes of limitations run, unless it is contained in some writing signed by the party to be charged thereby; but this section does not alter the effect of any payment of principal or interest. (C.C.P., s. 51; Code, s. 172; Rev., s. 371; C.S., s. 416.)