

Case No. 572.

ASH v. HAYMAN.

[2 Cranch, C. C. 452.]¹

Circuit Court, District of Columbia.

April Term, 1824.

LIMITATION OF ACTIONS—ACKNOWLEDGMENT—OFFER TO COMPROMISE.

Terms offered by way of compromise cannot be given in evidence to rebut the statute of limitations.

[See *Rhodes v. Hadfield*, Case No. 11,748; *Hamilton v. Carnes*, Id. 5,977; *Nicholls v. Warfield*, Id. 10,234; *Bank of Columbia v. Sweeney*, Id. 882.]

At law.

Assumpsit, upon the defendant's promissory note due in 1806. The defendant pleaded the statute of limitations. To take the case out of the statute, the plaintiff offered in evidence a letter from the defendant to the witness in which he says, "I am desirous that Mr. Ash's claim should be settled;" and offers to pay \$150, which was half of the amount of the note without interest. This evidence was objected to by Mr. Marbury, for the defendant, on the ground that it was a mere offer to compromise; and he relied upon the case of *Neil v. Abbott*, in this court, at December term, 1819, [Case No. 10,088.]

The COURT (THRUSTON, Circuit Judge, contra) rejected the evidence.

¹ [Reported by Hon. William Cranch, Chief Judge.]