

Case No. 882. BANK OF COLUMBIA v. SWEENY.

[3 Cranch, C. C. 293.]¹

Circuit Court, District of Columbia.

May Term, 1828.

STATUTE OF LIMITATIONS—OFFER TO COMPROMISE.

An offer to compromise a debt by payment of one half without interest, is not sufficient to take the case out of the statute of limitations.

[See *Ash v. Hayman*, Case No. 572; *Neil v. Abbott*, Id. 10,088.]

This was an execution against the defendant [George Sweeny] issued by order of the president of the Bank of Columbia, under its charter of 1793, c. 30, without a judgment, the execution being the first process in the suit. The defendant pleaded the act of limitations. [See *Bank of Columbia v. Sweeny*, Case No. 881.] To rebut this plea the plaintiffs offered evidence that, seven years after the note on which the suit was brought, was barred by the statute, the defendant offered to give his note for one half of the amount of the original note, if the bank would relinquish all claim to the balance and interest, and permit him to pay as he should find it convenient. The bank said they would accept the proposition, but their acceptance was never made known to the defendant, and nothing further passed between the parties, until this suit was commenced by execution under the power given by the charter of the bank.

THE COURT (THRUSTON, Circuit Judge, absent) was of opinion, and so instructed the jury, that this evidence was not sufficient to take the case out of the statute of limitations.

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