

Case No. 7,262.

JENKINS v. BOYLE.

{2 Cranch, C. C. 120.}<sup>1</sup>

Circuit Court, District of Columbia.

June Term, 1816.

STATUTE OF LIMITATIONS—TAKING CASE OUT OF.

The acknowledgment of the original cause of action, accompanied by a refusal to pay unless compelled by law, will not take the case out of the statute of limitations.

[Cited in *Nicholls v. Warfield*, Case No. 10,234.]

Assumpsit, upon a promise. In writing to pay the debt of another if the latter did not pay in ninety days. The letter containing'

JENKINS v. BOYLE.

prelimhe promise was shown to the defendant, who admitted the letter to be his, but said the plaintiff ought to get the money from the third person, and that he would not pay unless compelled by law.

THE COURT (THRUSTON, Circuit Judge, absent) directed the jury that it was not a sufficient promise to take the case out of the statute of limitations, under the decision of the supreme court of the United States, in the case of *Clementson v. Williams*, 8 Cranch [12 U. S.] 72.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]