

## SHIELDS v. MIDDLETON.

{2 Cranch, C. C. 205.}<sup>1</sup>

Circuit Court, District of Columbia. June Term, 1820.

STATUTE OF FRAUDS—DEBT OF  
ANOTHER—ACCEPTANCE OF ORDER.

A verbal acceptance of an order, drawn at the foot of the account of a third person against the drawer, is not a promise to pay the debt of another, within the statute of frauds.

Assumpsit, against the acceptor of Bates' bill on the defendant, which was in this form: "Washington, December, 1817. Mr. Bates, to James Shields, Dr. To 32 brls. lime, at \$3 per brl., \$96.00. Mr. J. S. Middleton—Sir: Please to pay the above bill and oblige. Yours, respectfully, Reuben Bates."

Mr. Caldwell, for defendant, objected that this is a promise to pay the debt of another, and that as the promise to pay was not in writing, it was void by the statute of frauds.

But THE COURT (nem. con.) instructed the jury that this order was a bill of exchange, that the defendant's promise to pay it was equivalent to an acceptance, and that such an acceptance was not within the statute.

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