

**Case No. 17,820.** WILSON V. MANDEVILLE ET AL.  
[1 Cranch, C. C. 433.]<sup>1</sup>

Circuit Court, District of Columbia.

July Term, 1807.

LIMITATION OF ACTIONS—MERCHANTS' ACCOUNTS.

The statute of limitations, does not apply to accounts between merchants.

Assumpsit for goods sold and delivered. Pleas general issue, and limitation of five years. Va. Law, Dec. 19, 1792, p. 107, § 4.

E. J. Lee, for plaintiff, moved for leave to withdraw the general replication and put in a special replication, that the money in the several promises, &c., became due "on trade and merchandise had between the plaintiff and defendants as merchants, and wholly concerned the trade of merchandise." This replication was taken verbatim from that in *Webber v. Tivill*, 2 Saund. 122.

Mr. Lee cited *Scudemore v. White*, 1 Vern. 456; *Chievly v. Bond*, 4 Mod. 103; *Catling v. Skoulding*, 6 Term R. 189.

Mr. Youngs, for defendant, contended that the exception in the statute applies only to actions of account

THE COURT permitted the general replication to be withdrawn and the special replication to be filed, being of opinion that the exception did not apply to actions of account only, but to assumpsit upon open accounts. See the cases cited in notes to the case of *Webber v. Tivill*, 2 Saund. 124.

[See Case No. 17,821.]

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