

Clementson Vs. Williams

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Court : US Supreme Court

Decided On : 1814

Appeal No. : 12 U.S. 72

Appellant : Clementson

Respondent : Williams

Judgement :

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Clementson v. Williams

12 U.S. (8 Cranch) 72

ERROR TO THE CIRCUIT COURT FOR THE

DISTRICT OF COLUMBIA AT ALEXANDRIA

SYLLABUS

An acknowledgement of the original justice of a claim is not sufficient to take the cause out of the statute of limitations; the acknowledgement must go to the fact that it is still due.

The statute of limitations is entitled to the same respect with other statutes, and ought not to be explained away.

Quaere whether an acknowledgement by one partner after dissolution of the partnership is sufficient to take a case out of the statute of limitations,

The statutes of limitations were not enacted to protect persons from claims fictitious in their origin, but from ancient claims, whether well or ill founded, which may have been discharged but the evidence of discharge may be lost.

The facts of the case are thus stated by THE CHIEF JUSTICE in delivering the opinion of the court:

The plaintiff instituted a suit against James Williams and John Clarke, merchants and partners trading under the firm of John Clarke & Co. The writ was executed on Williams only, who pleaded *nonassumpsit* and the act of limitations, on which pleas issues were joined. The jury found that the defendant did not assume, and judgment was rendered in his favor.

At the trial, the plaintiff gave evidence tending to prove the partnership and also to prove dealings of Clarke & Co. with the plaintiff. He then offered a witness who proved that he presented, in December preceding the trial, to John Clarke a certain account against the said John Clarke & Co. in favor of the plaintiff, and that said Clarke stated that the said account was due and that he supposed it had been paid by the defendant, but had not paid it himself, and did not know of its being ever paid. And the witness to whom the said Clarke made the said acknowledgment produces in court the identical account so presented to said Clarke and acknowledged by him as aforesaid, which account is in the words and figures following, to-wit: "an account," &c.; And the plaintiff's counsel offered the contents of said account and the acknowledgment of said Clarke in evidence under the issue joined upon the plea of the statute of limitations, but the court decided that the said evidence so offered by the plaintiff of the contents of the said account and of the acknowledgment of the same by the said Clarke was not admissible evidence in this cause, and refused to admit the same. To this opinion

the plaintiff excepted, and from the judgment of the circuit court he has appealed to this Court.

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MR. CHIEF JUSTICE MARSHALL, after stating the facts of the case, delivered the opinion of the Court as follows:

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It is contended by the plaintiff in error that after the dissolution of the partnership, the acknowledgment of one partner is evidence to revive the original cause of action against both, and that the acknowledgment made in this case by Clarke is sufficient for that purpose.

It has been frequently decided that an acknowledgment of a debt barred by the statute of limitations takes the case out of that statute and revives the original cause of action. So far as decisions have gone on this point, principles may be considered as settled, and the Court will not lightly unsettle them. But they have gone full as far as they ought to be carried, and this Court is not inclined to extend them. The statute of limitations is entitled to the same respect with other statutes, and ought not to be explained away.

In this case, there is no promise, conditional or unconditional, but a simple acknowledgment. This acknowledgment goes to the original justice of the account, but this is not enough. The statute of limitations was not enacted to protect persons from claims fictitious in their origin, but from ancient claims, whether well or ill founded, which may have been discharged but the evidence of discharge may be lost. It is not then sufficient to take the case out of the act that the claim should be proved or be acknowledged to have been originally just; the acknowledgment must go to the fact that it is still due.

In the case at bar, the acknowledgment of John Clarke is that he had not discharged the account presented to him, but he does not say that it was not

discharged. His partner may have paid it without the knowledge of Clark, and consequently the declaration of Clarke that he had not himself paid it and that he did not know whether his partner had paid it or not is no proof that the debt remains due, and therefore is not such an acknowledgment as will take the case out of the statute of limitations.

There is no error, and the judgment is

Affirmed with costs.

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