

# THE MANITOBA LAW REPORTS.

KASSON v. HOLLEY.

*Action on Promissory Note—Statute of Limitations—"Beyond the Seas."*

Declaration on three promissory notes made by defendant in 1871.

Plea (*inter alia*) "that the alleged causes of action did not accrue within six years before this suit."

Replication, "that at the time when the said causes of action did accrue to the plaintiff, he, the defendant, was in the United States of America beyond the seas, within the meaning of the statute in that case made and provided; and the plaintiff commenced this suit within six years next after the defendant first returned from parts beyond the seas after the accruing of the said causes of action."

Rejoinder, "that the said cause of action accrued to the plaintiff at the city of Buffalo, and at that time, and for a long time thereafter, both the plaintiff and defendant were permanent residents of the said city in the State of New York, one of the United States of America, beyond the seas, within the meaning of the statute in that case made and provided; and that the plaintiff is still a resident beyond the seas as aforesaid, and the defendant avers that the said cause of action did not accrue within six years before this suit."

Demurrer, "that the rejoinder is bad in substance." Allowed.

*J. A. M. Atkins*, for plaintiff, referred amongst other cases to *Williams v. Jones*, 13 East 439; *Hart v. Wilson*, 6 U. C., O. S. 22; *Lane v. Small*, 4 U. C. Q. B., 448.

*D. Glass*, for defendant, quoted *Pardo v. Bingham*, L. R., 4 Ch. App. 735; 39 L. J. Ch. 170.

WALLBRIDGE, C. J.—The Statute of Limitations begins to run from the time of the breach of contract, in the present instance, from the times the

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