

MACMAHON, J.

DECEMBER 23RD, 1902.

TRIAL.

MOORE v. BALCH.

*Limitation of Actions—Promissory Notes—Commencement of Statute
—Absence of Defendant from Province—Return.*

Action tried at Kingston without a jury. The plaintiff's claim was on three promissory notes made by defendant to him, the first being dated 10th May, 1889, payable one year after date, and the others 3rd March, 1892, payable at one and six months after date respectively. All three notes were made at Kingston, whence defendant went in September, 1893, to live at Syracuse, New York, where he lived thenceforward. During the summer of 1894 he was in Kingston for a week on a visit, and in the following year spent two weeks in the city and vicinity. The notes were proved to have been made by defendant, and at the trial the claim on the first was abandoned by plaintiff.

T. L. Snook, Kingston, for plaintiff.

John McIntyre, K.C., for defendant.

MACMAHON, J.—The second and third notes had matured before defendant's removal to Syracuse, and, since the plaintiff's cause of action accrued before the departure of the defendant, the statute began to run and was not suspended by his subsequent removal from the jurisdiction: *Homfray v. Scrope*, 13 Q. B. 509-512; *Rhodes v. Smethurst*, 6 M. & W. 351. In any event he returned to Kingston in 1894 and 1895, and there remained for a length of time amply sufficient for the holder of the notes to have brought action. The claim of the plaintiff was, therefore, barred long before this action was brought on 12th August, 1902.

FALCONBRIDGE, C.J.

DECEMBER 23RD, 1902.

TRIAL.

RYAN v. RYAN.

Waste—Cutting Timber—Injury to Reversion—Injunction—Damages.

The plaintiff's claim was against the defendant for damages for cutting wood upon land of which plaintiff's mother was life tenant and plaintiff himself reversioner.

T. Wells, Ingersoll, for plaintiff.

J. C. Hegler, K.C., and J. H. Hegler, Ingersoll, for defendant.