

He kept the account by itself in separate book, produced at the trial, and he never rendered the account or demanded payment from the beginning in 1888 till he sent in the account to defendants' solicitor on 16th May, 1895. . . .

With reference to the question of corroboration, there is, in my opinion, sufficient and indeed ample corroboration of plaintiff's account of the matter. There is no necessity in law to corroborate each and every item of the account, or each and every material term of the special contract between the parties. All that is necessary is, to shew by some evidence in addition to plaintiff's that his statement of the matter is true or probably true: *Radford v. Macdonald*, 18 A. R. 167; *Green v. McLeod*, 23 A. R. 676.

Now, there is no reasonable doubt about the fact that Marvin Howe dealt with plaintiff from 1888 till his death in 1895, and that his account from the beginning was kept in a separate book or books. Both the general and the separate books were produced at the trial and before us, and this fact is apparent. Some explanation of this unusual condition is at once naturally sought, and is found, I think, in the depositions of the plaintiff and his wife, the latter stating that "father said to put the account separate into a small book, not in a large book—if my husband got into trouble he could have this." "Father said he would keep the money until the house was bought." And Samuel Holmes, called for the plaintiff, says that deceased told him about a year and a half before his death that he had requested plaintiff to keep the account between them in a little book at home, not in the regular day book, so if anything happened the account would not go into the wholesale men, and that he intended to buy a house for plaintiff's wife. And similar evidence, although less distinctly, was given by the witness Woods. So that, upon the whole evidence, it appears to me that plaintiff's account of the matter is sufficiently corroborated even without the evidence of his wife. But I do not understand the learned Judge to have disbelieved either plaintiff or his wife. On the contrary, he appears to have accepted both as credible witnesses, and to have treated the case as failing because no definite agreement for credit was proved, or, if proved, sufficiently corroborated. . . . The real question is, was there credit given at all, upon any terms, definite or otherwise, and I think there clearly was, and therefore plaintiff could not have sued Marvin Howe successfully until the term of that credit, whatever it was, had expired, or in some way been determined. The statute begins to run from the breach, not from the promise: *East India Co. v. Raul*, 7 Moo. P. C. 85.