the duty of the court to enforce the law as it finds it, and not to undertake to ingraft upon it exceptions and conditions that the legislature has not seen fit to put into it. The law is clear and intelligible, and by its express terms applies to all cases not falling within one or other of the excepted cases. It should, therefore, be faithfully applied by the courts, so as to make the statute, which is one of repose, uniform and certain in its operation, and not made to depend upon the decision of some complicated issue of fact or of fraud, created by the pleadings, foreign to the purposes of the law. If the court can put one exception into the statute not found there, it can more; and no litigant could know with any certainty whether his case would fall within the statute or not. And the duty of the court is rendered all the more certain, if that were necessary, by the fact that certain express exceptions are contained in the statute, which is a clear implication against any other exceptions being made.

The inquiry under a plea of the statute of limitations is always properly limited to a few simple topics; as, (1) When did the cause of action arise? Manifestly, in a case like this, when the bond or coupon fell due and was not paid, though it is claimed by the plaintiffs that it did not arise so long as the plaintiffs were prevented by the action of the defendant's officers from getting service on the mayor. By the same contention, if the maker of a note should conceal himself for a week after his note fell due, so that summons could not be served upon him, the cause of action would not arise until he should come out from his hiding-place so that service could be had. Nobody is capable of maintaining such a proposition.. (2) How long a period has elapsed from the time the cause of action arose to the time when suit was commenced? By limiting the inquiry to these simple questions, which was no doubt the intention of the legislature, the application and operation of the statute is made certain and uniform, and its effect salutary. See the following cases: *Dupleix* v. *De Roven*, 2 Vern. 540; *Hall* v. *Wybourn*, 2 Salk. 420; *Beckford* v. *Wade*, 17 Ves. 87; *Hunter* v. *Gibbons*, 1 Hurl. & N. 459; *Brown* v. *Howard*, 4 Moore, 508; *Imperial Gas-light & Coke Co.* v. *London Gas-light Co.* 18 Jur. 497; S. C. 2 C. L. Rep. 1230; *McIver* v. *Ragan*, 2 Wheat. 25; *Bank of the State of Alabama* v. *Dalton*, 9 How. 522; *Bowman* v. *Wathen*, 1 How. 189; *Kendall* v. *U. S.* 107 U. S. 123; S. C. 2 Sup. Ct. Rep. 277; *Wood* v. *Carpenter*, 101 U. S. 135; *National Bank* v. *Carpenter*, Id. 567; *Andreae* v. *Redfield*, 98 U. S. 225; *Leffingwell* v. *Warren*, 2 Black, 599; *Gaines* v. *Miller*, 111 U. S. 395; S. C. 4 Sup. Ct. Rep. 426; *Fisher* v. *Harnden*, 1 Paine, C. C. 61; *U. S.* v. *Maillard*, 4 Ben. 459; *U. S.* v. *Muhlenbrink*, 1 Woods, 569; *Cocke* v. *McGinnis*, Mart. & Y. 361; *York* v. *Bright*, 4 Humph. (Tenn.) 312; *Miles* v. *Berry*, 1 Hill, (S. C.) 296; *Howell* v. *Hair*, 15 Ala. 194; *Arrowsmith* v. *Durell*, 21 La. Ann. 295; *Yale* v. *Randle*, 23 La. Ann. 579; *Somerset Co.* v. *Veghte*, 44 N. J. Law, 509; *Coleman* v. *Willi*, 46 Mo. 236; *Callis* v. *Waddy*, 2 Munf. 511; *Conner* v. *Goodman*, 104 Ill. 365;

*State Bank* v. *Morris*, 13 Ark. 291; *Fee* v. *Fee*, 10 Ohio, 469; *Favorite* v. *Bookher's Adm'r*, 17 Ohio St. 548; *Smith* v. *Bishop*, 9 Vt. 110; *Peoria M. & F. Ins. Co.* v. *Hall*, 12 Mich. 202; *Troup* v. *Ex'rs of Smith*, 20 Johns. 33; *Leonard* v. *Pitney*, 5 Wend. 30; *Demarest* v. *Wynkoop*, 3 Johns. Ch. 129; *Sacia* v. *De Graaf*, 1 Cow. 356; *Bucklin* v. *Ford*, 5 Barb. 393; *Woodbury* v. *Shackelford*, 19 Wis. 55; *Lindsay* v. *Fay*, 28 Wis. 177; *Encking* v. *Simmons*, Id. 272.

The plea of the statute of limitations is held good, and the demurrer to it overruled. The plaintiffs will be allowed 20 days in which to file such new or further pleading as they may be advised is proper, or in default thereof judgment will go for the defendant.

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## LAIRD *v.* CITY OF DE SOTO.[1]

*(Circuit Court, E. D. Missouri.* November 17, 1884.)

1. MUNICIPAL CORPORATIONS—INVALID REORGANIZATION
   An invalid reorganization of an incorporated town as a city cannot affect its corporate existence.
2. SAME—LIABILITY OF SUCCESSOR.
   Where an incorporated town is reorganized as a city, the latter becomes liable for the former's debts.
3. QUO WARRANTO PROCEEDINGS UPON—WHEN BINDING.
   Bondholders of a city are not bound by *quo warranto* proceedings against it, unless parties thereto.

Motion for a New Trial.

*Mills & Flitcraft*, for plaintiff.

*Joseph A. Williams*, for defendant.

MILLER, Justice. This case was submitted to the court without a jury on the petition and amended answer. The defense relied on is that when the bonds were issued by the trustees of the town of De Soto no such corporation was in existence. The plea set out that in August, 1872, such steps were taken that the county court of Jefferson county made an order declaring a certain boundary of land and its people a corporation by the name and style of the "Inhabitants of the Town of De Soto," and appointing trustees for its government. On the first day of October, 1872, these trustees issued the bonds to which were attached the coupons now sued on. The plea, after stating these facts, proceeds to aver that afterwards, in the year 1877, the residents of this town took proceedings to have it declared a city of the fourth class, and the county court made the necessary order to that effect. After this city government, with its mayor and aldermen, had continued for five years, in 1882, some of the citizens instituted

[1] Reported by Benj. F. Rex, Esq., of the St. Louis bar.