

NOTES ON TIME.

he might be at the time wholly ignorant. Here also, he went on to observe, only *two* days are allowed for giving notice, if those two days expired on the Sunday, when would the time have expired if only *one* day had been allowed? It could hardly have been said that the notice must be given on the very day when the fire happened: and if one day could have extended the time to Sunday, two days must extend it to Monday. This was followed in *Webb v. Fairman*, 3 M. & W. 477, and it was held there that if a person purchase goods to be paid for in two calendar months, the credit does not expire till the end of the corresponding day of the second month.

When by statute "ten days" notice of appeal is to be given, this is satisfied by reckoning one day inclusive and the other exclusive: *Rex v. Justices of West Riding*, 4 B. & Ad., 685. But when "ten clear days" are required, then the day of serving the notice and the day of the sitting of the Court are to be both excluded: *Rex v. Herefordshire*, 3 B. & Al. 581. The same exclusion of both days obtains when so many days' notice "at the least" is to be given: *Mitchell v. Foster*, 9. Dowl. 527; *R. v. Shropshire*, 8 A. & E. 173; *Beard v. Gray*, 3 Chan. Cham. R. 104.

When time is allowed for the doing of an act "until," or "at" a particular day, that day is included: *Kerr v. Jeston*, 1 Dowl. N. S. 538; *Archer v. Saddler*, 1 Fost. & Fin. 483; *Rex v. Skiplam*, 1 T. R. 490. Usually when the time is fixed for doing a thing by Statute, as *within two days*, or the like, Sunday is included: *Ex p. Simkin*, 29 L. J. M. C. 23; *Peacock v. Reg.* 4 C. B. N. S. 264.

When no time is expressly mentioned for the performance of an act, the law allows a reasonable time: *Ellis v. Thompson*, 3 M. & W. 456. And this is a

question of fact: *Startup v. Macdonald*, 2 M. & Gr. 395.

Forthwith, immediately, instantly, always receive a construction equivalent to as soon after as can reasonably be expected: *Thompson v. Gibson*, 8 M. & W. 281; *Simpson v. Henderson*, 1 M. & Malk., 300; *Boyes v. Bluck*, 1 C. L. R. 223; *Toms v. Wilson*, 4 B & S, 442.

From any day until another: "From has in this position no settled meaning and may mean either inclusive or exclusive according to the context and subject matter. The Court will construe it so as to effectuate the deeds of parties and not to destroy them: *Pugh v. Leeds*, Cowp. 713. In *Ammerman v. Digges*, 12 Ir. C. L. R. p. i. (app.) in a letter of license from creditors to a debtor "for and during the term of one year from the date" it was held that the day of the date should be excluded from the computation of the year. The cases are reviewed in *Isaacs v. Royal Insurance Company*, 18 W. R. 982, and the conclusion is reached that while there is no invariable rule in computing time "from any day until another," whether the first is to be included or excluded and the last included or excluded, still the tendency of modern decisions has been to include the last day. See also *Bank of Montreal v. Taylor*, 15 C. P. 113.

When a thing is to be done in a time specified "after" a particular fact, the day of the fact is to be reckoned as excluded. Three days after service excluded the day of service: *Weeks v. Wray*, W. N., 1868, p. 30. The rule was formerly otherwise: see *Berry v. Andrews*, 3 O. S. 646; but this case would not now be followed: *Sutherland v. Buchanan*, 9 Gr. 135.

When a proceeding has to be taken, in case issue has been joined three weeks "before" the sittings of the Court, the computation should include the day on