

decision, by 57 Vict. c. 37, s. 30, which provided that, where the time for filing any instrument under the Act expired on a Sunday or other day on which the office was closed, such filing might be done on the day on which the office should next be open.

Re Simmons and Dalton (1887), 12 O.R. 505, was a decision under the Dominion Franchise Act, 48-49 Vict. c. 40. The following extract is taken from the judgment of Proudfoot, J.:—
"The time appointed for holding the final revision was Monday, the 12th July, and it is conceded by all parties that the last day for service of the notice was Sunday, the 27th of June. The 26th sec. of the Act requires the notice to be given 'not less than two weeks before the day named for the final revision.' But by section 2, sub-sec. 2 of the Act, if the time limited for doing any act, etc., expires upon a Sunday or holiday, the time so limited shall be extended to, and such act may be done upon the day next following, which is not a Sunday, etc. This overrides the whole Act, and the last day for giving notice expiring on Sunday, the notice was well given upon Monday. The revising officer relied upon some statements in Mr. Hodgins' book, that the notice might be served on Sunday. But Mr. Hodgins also says, p. 52: 'Where the last day for doing an act which is to be done by the court falls on a Sunday or a holiday, it may be done on the next practicable day thereafter.' Mr. Ermatinger in his work on the Act, makes a more precise statement, and one that entirely agrees with my views of the Act. In his note to sec. 27, p. 57, on the phrase 'not less than two weeks before,' he refers to his note to sec. 19, where, remarking on the phrase 'at least one week before,' he says, 'but if the last day for giving the notice falls on Sunday or a holiday, then under sec. 2, sub-sec. 2, the notice may be given on the following day.' I think the notice was in time."

The last case is *Cudney v. Gives* (1890), 20 O.R. 500. In that case, which was an action for specific performance, the last day for tendering the conveyance and purchase money fell on a Sunday. Prior to that day the vendor had expressed his unwillingness to perform the contract until the time for performance had actually arrived. Rose, J., held that, while there