a Petition to be dismissed with costs, *held* that this did not entitle the applicants to costs of proceedings in the Court below subsequent to the order which was reversed.

Grant v. Winchester.

Security for costs—limiting time for putting in security.

[The Referee 25th March, 1873.]

A plaintiff who subsequent to filing of bill had gone to reside in Connecticut was held entitled to the same time for putting in security as a defendant served in Connecticut would under General Order 90 have been entitled to for answering a bill—such time to commence from the date of application to limit the time.

REPORTS.

COMMON LAW CHAMBERS.

Dain v. Gossage.

Administration of Justice Act, Secs. 59, 64—Construction of Statute—"Expressio unius, &c."

Held, 1. That under secs. 59 and 64 of the Administration of Justice Act, 1873, there should be no County Court Sitting in May of that year.

2. That the word "Section" does not necessarily mean one of the divisions of an Act numbered as such, but may refer, if the context requires it, to any distinct enactment of which there may be several included under one numbering.

3. Consideration of conflicting clauses in same Act.

4. Application of the maxim, "*Expressio unius est exclusio alterius.*

[Chambers, May 1-5, 1873. *Mr. Dalton—Richards, C.J.*]

This was an application to set aside a notice of trial given for the County Court of the County of York, at a sitting of that Court, which the plaintiff assumed was then about to be held on the 13th of May then next.

The question in dispute arose on the construction of secs. 59 and 64 of the Administration of Justice Act of 1873. Section 59 will be found on p. 139 *ante*; sec. 64 is as follows:—

"Sections 46, 47, 51, 56, 57, 58, 62, and 63, of this Act, and so much of the 59th section as relates to the sittings of the County Court in September of every year, shall go into force forthwith, and the other sections shall go into force on and after the first day of January next."

Delamere shewed cause.

Francis, contra.

Mr. Dalton.—The important question is whether upon the construction of clauses 59 and 64, of the Administration of Justice Act lately passed, a sitting of the Court will be held on the 13th of May next. I have come to the conclusion that no such sitting can be held—and I have been led to it by the following consid rations:—

The date of the assent shall be the date of the commencement of an Act, if no later commencement shall be therein provided: Stat. 31 Vict. cap. 1, sec. 4—(Interpretation Act.) Therefore the Administration of Justice Act of 1873 would be in force now in all its clauses, were it not for clause 64, which postpones its operation as, and to the extent in clause 64 expressed. In all respects in which that clause does not postpone the operation of that Act, it is in force now. Then clause 64 brings into immediate operation clauses 46, 47, 51, 56, 57, 58, 62, and 63, and *so much of section 59 as relates to the sittings of the County Court in September*, and it enacts that "the other Sections" shall go into force on and after the first day of January, 1874.

The question is as to the residue of clause 59. Is it in force now or not? Is the residue of clause 59 included in "the other sections" in clause 64?

I will first suppose it is not. Then by the express enactment of sec 64, that part of sec. 59 which relates to the Sittings of the County Court in September is in force now, and as to all the rest of clause 59, that too must be in force now, if it is not included in the words "the other sections," for if it is not postponed by sec. 64, it must fall under the general rule, and be in force from the assent to the Act. From this it would follow that the whole of sec. 59 is in force—that part as to the September County Court by express enactment, and the rest of the clause because its operation is not in any way postponed, and if this be so there will be a County Court and General Sessions in May, and a County Court and General Sessions in September. But can that possibly be the intention? I think not, as may be demonstrated.

The construction of an Act, whatever the rules which are to guide in arriving at it, must be what we believe is the *expressed intention.*

I would say that the clauses 59 and 64 do not raise an inconsistency which it is necessary to reconcile. Clause 64 is inserted for the purpose of defining the times at which the several clauses shall come into operation, and so regulating those other clauses, and for no other purpose. If it is inconsistent with any other clause it must be regarded as an afterthought and change of intentions in this respect. (See as to this the judgment of Lord Tenterden in *Rex* v. *Justices of Middlesex*, 2 B. & Ad. 821, citing *Attorney-General* v. *Chelsea W. W. Co.*, Fitzgibbon 159—the latter a case very much in point). As far as clause 64 enacts it must therefore govern, and from the very purpose of