his majority on the 21st anniversary of that day. But the legal mode of reckoning is different, and the old cases contain examples of the nicety with which the law was able to accelerate the date, and fix it at what is usually regarded as the last day of the twentieth year. "If," said Holt, C.J., in *Fitzhugh* v. *Dennington* (2 Ld. Raym. 1094), "a man were born on the 1st February and lived to 31st January twenty-one years after, and at five o'clock in the morning makes his will and dies by six at night, that will is good and the devisor is of age." This, of course, referred to a will of lands, for at that time a will of personalty could be made by a person under twenty-one. And the reason the Chief Justice gave is that there is no fraction of a day, and, in the case put, the 1st February would be, not the end of the twenty-one years required for majority, but after the expiration of the twenty-one years. Apparently this is the same case as that given as *Anon* in 1 Salk. 44, where Holt, C.J., is reported to have said: "It has been adjudged that if one be born the 1st February at eleven at night, and the last of January in the twenty-first year of his age, at one of the clock in the morning, he makes his will of lands and dies, it is a good will, for he was then of age." And for the case where it had been so previously adjudged we must go back to *Herbert* v. *Turbell* (1 Keb. 589), where "it was said by Keeling and Hyde, and not denied, that H., born 16th February, 1608, [is] on the 15th February, (1629) twenty-one years after of full age, and whatever hour he were born is not material, there being no fraction of days."

Holt, C.J., who doubtless had an ingenious and subtle mind, had a somewhat similar question before him in *Sir Robert Howard's case* (2 Salk., p. 25), where a policy of assurance was made to insure the life of Sir Robert Howard for one year from the day of the date thereof. The policy was dated 3rd September, 1697, and Sir Robert died on 3rd September, 1698, about one o'clock in the morning. There appears at that time to have been a distinction between "from the day of the date," which excluded the day, and "from the date" which included it—the sort of distinction which in *Sidebotham* v. *Holland* (1895, 1 Q.B. 378), Lindley, L.J., in a very similar connection, called "splitting a straw."