

NOTES ON TIME.

"The advantage of this plan would be, that the sense of the whole Dominion upon the question would be ascertained at once, and legislation might be adapted to the result, almost without cost of time or money, while separate elections would entail a very heavy expenditure of both. Parliament alone has power to deal with trade and crime. Drunkenness is a crime by Act of the English Parliament passed before Canada became a British Province, and is the parent of all the more violent offences. Where there is power to punish crime there must be power to prevent it. There is morally no crime in carrying arms, or in playing a game of cards in a railway car, and yet Parliament has passed laws to prohibit either, because either may lead to crime,—and in the case of contagious diseases of animals, it has given the Governor in Council power to make provisions on subjects usually entrusted to the municipal authorities (32-33 V., c. 37), and has expressly enacted (s. 21), that the order of the Governor, relative to an infected place, shall supersede any order of a local authority inconsistent with it. It has prohibited the sale of intoxicating liquors where public works are being carried on; and has the same right to prohibit or regulate the sale elsewhere, for the same purpose,—the prevention of crime. Many more instances of such legislation by our Parliament might be adduced. Indeed the avowed purpose of criminal law is to prevent crime rather than to punish it; it is punished to prevent its recurrence."

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When a statute speaks of a year, it means the whole twelve months as computed by the calendar. Half-a-year consists of one hundred and eighty-two days, for the law does not regard a fraction of a day, *Bishop of Peterborough v. Catesby*, Cro. Jac. 166. So a quarter of a year consists of but ninety-one days, for the law does not regard the six hours afterwards: Co. Lit. 135, b.

"A twelvemonth," in the singular number, includes all the year; in the plural it may mean only forty-eight weeks: *Crooke v. McTavish*, 1 Bing. 307 (Per Park J.)

When a deed speaks of a month it

shall be intended to be a *lunar* month, unless the context indicates that a calendar month was meant: *Lang v. Gale*, 1 M. & S. 111. And the same rule holds generally in other contracts, unless it be shown that the usual understanding in the particular branch of business is that such bargains contemplate calendar months: *Reg. v. Inhabitants of Chawton*, 10 L. J. M. C. 55; *Titus v. Preston*, 1 Stra. 652.

But when persons bargain that the purchase of *lands* shall be completed within so many months, calendar months are implied: *Hipwell v. Knight*, 1 T. & Col. 401 (Eq. Ex.)

Sir Wm. Grant explained the principle as to including or excluding the day when time is to be computed from an act or event. In *Lester v. Garland*, 15 Ves. 247, he points out that the authorities make this distinction, that where the act done is one to which the party against whom the time runs is privy, the day of the act done may reasonably be included; but where it is one to which he is a stranger, it ought to be excluded.

When a month's notice of action is required, the day on which the notice is given and on which the action is begun are excluded: *Young v. Higgin*, 6 M. & W. 49.

As a general rule, where a certain number of days' notice of an intention to do an act is necessary, the day of the service of the notice is excluded and that on which the act is to be done is included: *Rex v. Cumberland*, 4 N. & M. 378. Where a statute required notice to be given "within two days after the damage was done," the injury by fire happened on Saturday, and notice was given on Monday following. Lord Tenterden applied the rule laid down by the Master of the Rolls in 15 Ves. and said the computation was to be made from an act not done by the party plaintiff, and of which