

For the appellant it is contended that the renewal statement was filed too late; that to be in time it should have been filed at the latest at some time on 25th April, 1905.

In my opinion, it is only necessary to read the language of the statute to see that this contention cannot prevail. The year within which the renewal is to be filed is to be computed "from the day" on which the mortgage itself was filed. This necessarily means that the year begins at the first moment of time after that day has been completed. Were the language "from the time of filing," the appellant's contention might have much weight. If authority be needed to support the view that the year within which the renewal is to be filed must be computed exclusively of the day upon which the mortgage itself was filed, the case of *Goldsmith's Co. v. West Metropolitan R. W. Co.*, [1904] 1 K. B. 1, affords it. At p. 5 Mathew, L.J., says: "The rule is now well established that where a particular time is given, from a certain date, within which an act is to be done, the day of the date is to be excluded."

A number of American cases cited in *Cobbey on Chattel Mortgages*, at p. 592, were referred to by counsel for the appellant. Of these it is sufficient to say that on examination it appears that the language of the several statutes upon which these American decisions turn is not identical with that with which we are now dealing.

The appeal fails and should be dismissed with costs.

MULOCK, C.J., gave reasons in writing for the same conclusion.

CLUTE, J., concurred.

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CARTWRIGHT, MASTER.

NOVEMBER 1ST, 1907.

CHAMBERS.

PROUSE v. TOWNSHIP OF WEST ZORRA AND DAWES.

*Parties — Joinder of Defendants — Pleading — Joint Cause of Action — Negligence — Dangerous Fence — Highway — Private Owner — Municipal Corporation.*

Motion by defendant Dawes for an order requiring plaintiff to elect against which defendant he will proceed.