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WHEN THE LAST DAY FALLS ON A SUNDAY.

A short paragraph on p. 105 of a little book recently issued by Mr. G. S. Holmsted, K.C., entitled "The Sunday Law in Canada," calls attention to the unsettled condition of the law as to the day for performing a legal act when the last day for doing so happens to fall on a Sunday. At common law it was apparently the rule that, when the last day for doing such an act fell on a Sunday, it had to be performed on the previous day. This is still the general law in England with reference to the maturity of bills of exchange and promissory notes, following the "law merchant;" though a curious anomaly exists there in consequence of an express statutory provision that, when the last day of grace is a bank holiday, other than Christmas Day or Good Friday, or when the last day of grace is a Sunday and the second day of grace is a bank holiday, then the bill is payable on the succeeding business day. Our own Bills of Exchange Act is more logical in providing that "whenever the last day of grace falls on a legal holiday or non-judicial day in the Province where any such bill is payable, then the next day following, not being a legal holiday or non-judicial day in such Province, shall be the last day of grace."

It is not necessary to review the old English cases in support of the rule of law above mentioned, but it may be interesting to refer to some of the later ones, as well as to the few decisions of our own courts. The first of these latter in point of time was *Whittier v. McLennan* (1856), 13 U.C.R. 638. In that case the last day for payment of certain money under an agreement fell on a Sunday, but the money was not tendered until the following Monday. Robinson, C.J., who delivered the judgment of the court, said: "I am disposed to think he was too late, though I am aware that in a case of this kind, where the day of performance