

reaches the point of rendering it proper and right to hold the other party bound, the Court will decide that the limit of reasonable time has been passed. The test, then, seems to be this. Should the obligation upon the promise be enforced, in view of the lapse of time? This appears clearly from the following cases.

In *Adamson v. Yeager*, 10 A.R. 477, the agreement placed the defendant's farm with the plaintiff for sale at a named price on commission. If the defendant sold it himself the plaintiff was to have one-half of the commission. It was held that, in law, this meant that the defendant was bound to leave it with the plaintiff for a reasonable time, and not forever. Now, from the plaintiff's point of view it was quite fair that his contract should last as long as he was willing to try and sell the farm. But it was obviously unfair to the defendant that he should remain for all time subject to an obligation to pay one-half the commission. And so, in order to raise a liability against the defendant, the time within which the plaintiff was to do his portion of the agreement had to be reasonable from the defendant's side.

In *Bulmer v. Brumwell*, 13 A.R. 41, reasonable time was ascertained by the test as to whether it was right under the circumstances to make the defendant liable when the plaintiff had not done his part.

The case of *Dolan v. Baker* (Divisional Court, Feb. 26, not yet reported), shews that the cancellation of a binding agreement may be affected by the application of the same test.

The most striking illustrations of the theory that it is the fastening or loosening of an obligation which is aimed at, are found in two cases, *Jackson v. Union Marine Insurance Company*, L.R. 8 C.P. 585 and *Carvill v. Schofield*, 9 S.C.R. 370.

In the former case the ship was to arrive for cargo in a reasonable time at Newport from Liverpool. The ship was stranded on the way to Newport, on January 4th, and returned to Liverpool and never prosecuted her voyage. The charterers on the 15th February hired another ship, and sued the ship owners for loss of the chartered freight. The shipowner's contract excepted dangers and accidents of navigation. The Court (Brett and Keating, LL.J.; Bovill, C.J., dissenting) held that the question was whether (in case the delay was so great as to prevent the arrival