it is evident, ordinarily be a question for the jury (*a*). But doubtless the master would properly be held liable, as a matter of law, for an injury occurring within any specific period covered by the promise, provided the danger was not so great that the servant was bound, as a prudent man, to quit the service immediately after ascertaining the existence of that danger (*b*).

Some authorities interpret the phrase "reasonable time" as meaning such a time as would reasonably be allowed for the performance of the promise (*c*), or the time which may elapse "while the servant is reasonably expecting the promise to be performed" (*d*). Others amplify this statement by declaring that the servant can recover for an injury caused by the defect "within such a time after the promise as would be reasonably allowed for the performance, or within any period which would not preclude all reasonable expectation that the promise might be kept" (*e*). Others, again, have undertaken to impart greater definiteness to the rather vague expression, "reasonable time," by enunciating the doctrine that, as "a promise already broken can afford no reasonable guaranty of the fulfilment of any expectation based on its disappointed assur-

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(*a*) *Joliet, &c., R. Co.* v. *Velie* (Ill. 1896), 26 N.E. 1086; *Manufacturing Co.* v. *Morrissey* (1883), 40 Ohio St. 148; *Smith* v. *Backus L. Co.* (Minn. Sup. Ct., 1894), 67 N.W. 358; *Belair* v. *Chicago, &c., R Co.* (1876), 43 Iowa 662; *Ferriss* v. *Berlin Mach. Works* (1895), 90 Wis. 541. The question of reasonableness cannot be determined from the lapse of time alone, but depends upon the circumstances—the frequency with which the servant was called upon to handle the defective appliance after the promise was received, the opportunities he may have had to examine it, and the necessity for making that examination, in view of his complaint as to its condition, and the right he had to suppose it had been repaired in pursuance of the promise: *Belair* v. *Chicago, &c., R. Co.* (1876), 43 Iowa 662, where the court refused to say, as a matter of law, that a brakeman waived his objection to a defective draw-bar by continuing in the service for about three months, during which time he had occasional opportunities for ascertaining whether the master's promise had been kept.

(*b*) *Greene* v. *Minneapolis, &c., R. Co.*, (1884), 31 Minn. 249.

(*c*) *Rothenberger* v. *Northwestern Milling Co.* (Minn. Sup. Ct. 1894), 59 N.W. 53; *Parody* v. *Chicago, etc., R. Co.* (1882), 15 Fed. 205.

(*d*) *Counsell* v. *Hall* (1888), 145 Mass. 468.

(*e*) *Shearman & Redf. Negl.* sec. 96, quoted with approval in *Hough* v. *Railway Co.* (1879), 100 U.S. 213. In a very recent Illinois case, already referred to, (*Illinois Steel Co.* v. *Mann* (1897), 43 N.E. 418), four members of the court were of opinion that the servant is justified in remaining in the service only for such time as is reasonably sufficient to enable the master to remove the defect, while the other three held that a reasonable time is the time during which the servant is authorized in the exercise of reason and prudence to rely upon the promise. The view of the dissentient minority appears to be more in harmony with the general principles which determine the servant's rights under these circumstances, and is substantially the same as that adopted in the decision in the cases cited above.