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THE BASIS OF REASONABLE TIME.

The limits of reasonable time have generally to be determined because of want of certainty in contracts. The question may arise in other ways. A notice is to be given before a judicial order can be made; an act may have to be performed before another's obligation arises; the validity of a contract in restraint of trade may be tested by the extent of time involved. And while no definition of what is, and what is not, reasonable time can be given, there is a constant condition which indicates the principle applied in determining what is reasonable time. Take a familiar example. A manufacturer agrees to furnish an article for a certain price. If no time be stated it is assumed that he will be given a reasonable time so to do. Many elements will enter into the settling of the exact limits of such a time. But they are all worked out, not to demonstrate the manufacturer's good faith per se, but to show that he is in the position of having so performed his obligation, according to the contract, as to enable him to compel performance of the latter by the purchaser. The proof is idle except for that purpose. Hence it is really reasonable time principally from the standpoint of the obligee, but modified by the situation of the obligor and always having regard to the requirements of the contract. For, while it may be reasonable under all the circumstances of the one, it may not be so viewed from the situation of the other. Both sides must be considered, but it is obvious that the ultimate test is that which, subject to the expressed terms of the contract, satisfies the requirements of the person to be obligated, otherwise it must fail of proof.

To illustrate: Unprovided for and totally unexpected obstacles may beset the manufacturer, rendering him blameless if he occupy a year in fulfilling his contract. But that in itself will not be conclusive. The purchaser's situation must be taken account of, and knowledge of it will make unreasonable that which otherwise cannot be found fault with. Therefore it is fair to conclude that unless and until the evidence offered