But it is contended that the law supplies the missing part of this contract. That the law does sometimes make that certain which the words of the parties has not covered, is unquestionable. In many cases of contract, in which no time has been expressed, the law implies a reasonable time. But such an implication could hardly arise in such a case as this, in which the time ought to have been specified and set out in the mortgage; the mortgage would be quite incomplete without it; and, in any case, who could say what is a reasonable time in such a case; with what measure is it to be ascertained? But, indeed, this was not contended for in this case upon the argument here. That which was urged was, that, no time having been agreed upon, the mortgagor was at liberty to fix the time or times for payment as he chose—to elect, as it was said.

But I am quite unable to see how there could be any such right in such a case as this; and, if there could, it is quite clear, upon the whole evidence, that the parties never intended that there should, or even thought that there could, be; that it was intended by each to be entirely a matter of agreement between them; as it plainly was a matter upon which they could subsequently easily agree if they still remained of the same mind, one anxious to sell and the other to buy; the difficulty arose entirely from its being an exceptional case, one in which the purchaser rued, and consequently has adopted every means in his power to be rid of, the purchase.

It does, indeed, seem from the case of McDonald v. Murray, 2 O.R. 573, at p. 581, and in appeal, 11 A.R. 101, at p. 122, that Wilson, C.J., and Patterson, J.A., thought that there was such a right, in a case not unlike this in this respect; but that case went off, in each Court, on grounds which made it unnecessary to give effect to that view.

The ancient rule of law that where there be a condition, without a limitation of the time within which it is to be performed, he who has the benefit of it may do it at such time as he pleases, was doubtless the basis of the views of these learned Judges; but is it applicable to such a case as this? Even assuming that, if a mortgage were given, in these days, without any limitation as to the time in which it should be paid off, and without any agreement on the subject, the rule might be applied, that is very far from giving any warrant for considering that in such a case as this any Court would decree specific performance, in which the vendor would be obliged to accept a mortgage which might be paid off whenever the purchaser chose in his lifetime. To do so would be to enforce upon the parties that