

within which the carrier could deliver, using all reasonable exertions. This is ambiguous. In *Hanson v. Royden* (1867) L.R. 3 C.P., at p. 50, it was said that the provisions of a maritime contract generally included and governed only cases of usual occurrence and not unusual events. In *Ford v. Cotesworth* (1868) L.R. 4 Q.B., at p. 135, the construction was upheld that the implied contract was to use reasonable diligence, and that only such reasonable time could be taken as was required under ordinary circumstances; but that delay caused by matters arising without fault on either side discharged the defendant. This view was sustained in appeal, (1870) L.R. 5 Q.B., p. 548.

In *Wright v. New Zealand* (1879) L.R. 4 Ex. D. 165, the Court of Appeal decided that reasonable time meant reasonable under ordinary circumstances, and that no allowance was to be made on account of fortuitous or unforeseen impediments, e.g., the lighters being all employed at the time fixed for loading.

In *Postlethwaite v. Freeland* (1880) L.R. 5 A.C., p. 621, Lord Blackburn explains *Taylor v. Great Northern Railway Co.* (ante), as deciding that reasonable time means reasonable time under all the circumstances of the case. Lord Watson, in *Dahl v. Nelson* (1880) 6 A.C., at p. 59, strikes a similar note when he says that when possibilities which are not present to the minds of the parties at the time of making the contract become actual facts, the meaning of the contract must be taken to be that which the parties would presumably have agreed upon if they had made express provision regarding such possible occurrences.

The case which settles the point in favor of the more modern view is *Hick v. Rodocanachi* (1891) 2 Q.B. 626, where all the cases are dealt with. Lord Lindley (at p. 638) says: "Where no time for unloading is fixed by the contract, the merchant's obligation is, in my opinion, to use all reasonable diligence under the circumstances which exist at the time of unloading." Fry, L.J., deals with the cases which have only regarded ordinary circumstances and those which have taken account of what he calls the "actual emergent events," and concludes (p. 646) that reasonable time must be determined by reference to the actual events which occur.

This decision of the Court of Appeal was affirmed in the House of Lords in *Hick v. Raymond* (1893) A.C. 22, where it is