to be done." * Reasonable time does not begin to run until some one interested in the matter calls for something to be done concerning it. † It should be fixed according to the customs of business and circumstances, or to the intent of the contracting parties. But here, however, another question presents itself, whether or not extrinsic evidence is admissable to prove the time contemplated in these contracts. If the language of a contract has a settled legal meaning, no evidence can be admitted to construe it. For instance a promise to pay money, no time being expressed, means a promise to pay it on demand, and evidence that payment on a future day was intended is not admissible. ‡ But a promise to do something other than pay money, no time being expressed, means a promise to do it within a reasonable time, as we have already seen. In such a case it seems that a contemporaneous verbal agreement that the matter stipulated for in the written agreement should be done at a particular time, would be inadmissible as it would tend to vary the contract, § unless it be in connection with other circumstances going to show what a reasonable time is under the facts of the case. ‖ The contract of marriage, if no time is specified for performance, is in law a contract to marry in a reasonable time after request, and in case either party refuses to perform his or her agreement, the other may have an action for damages. The Roman law very properly provided that the term of two years was amply sufficient for the duration of the contract of betrothment. ¶ On a contract to deliver a certain article to the plaintiff as required by him, it is not necessary that it be demanded in a reasonable time, but only as he requires it. ** But since it is so well settled that a reasonable time in which to perform the contract is the rule, it is unnecessary to pursue the inquiry any further in this direction, and we will proceed to note when reasonable time is a question of law.

When Reasonable Time is a Question of Law.—It has been the cause of some perplexity in the courts to determine whether the question of reasonable time was one of law or of fact, and they are not even now quite harmonious. No doubt it is desirable that the court decide the question, when it can be done, without trespassing on the province of the jury, and most courts are inclined to this view. Says Lord Coke: "Reasonable time shall be adjudged by the discretion of the justices, before whom the cause dependeth; and so it is of reasonable fines, etc.; for reasonableness in these cases, belongeth to the knowledge of the law, and therefore, to be decided by the justices. Nothing that is contrary to reason is consonant to law." * The great difficulty, however, seems to lie in this; that the facts are so often, so completely imbedded in the question of law, that it is almost impossible to separate them and when this is the case, the whole question is left to the jury. It is said, if by the application of legal principle the court may determine the question as reasonableness of time, then it ought to do so. In *Luckhart* v. *Ogden* † Mr. Justice Curry attempts to define the separate duties of court and jury in the determination of this question by saying, "The term reasonable time, is a technical and legal expression which, in the abstract, involves matter of law as well as matter of fact. Whenever any rule or principle of law, applies to the special facts proved in evidence, and determines their legal quality, its application is a matter of law. . . . When the law itself prescribes what shall be considered to be a reasonable time in respect to a given subject, the question is one of law, and the duty of the jury is confined to finding the simple facts. When, on the other hand, the law does not, by the operation of any principle or established rule, decide upon the legal quality of the simple facts, or *res gestæ*, it is for the jury to draw the general inference of reasonable or unreasonable in point of facts. In

* Blackwell *v.* Fosters, 1 Met. (Ky.) 95. See also, Hill *v.* Hobart, 16 Me. 168.

† Cameron *v.* Wells, 30 Vt. 633; Graham *v.* Van Diemans Land Co., 30 E. L. & Eq. 573.

‡ Pars. on Cont., p. 551, Vol. II.

§ Shaw, C. J., in Attwood *v*, Cobb. 16 Pick. 231; Wilson *v.* Stange, 17 Mich, 341; Simpson *v.* Henderson, Mood. & M. 300; Barringer *v.* Sneed, 3 Stew. 201; Sewall *v.* Wilkins, 14 Me. 168.

‖ Cocker *v.* Franklin, 3 Sumn. 530; Ellis *v.* Thompson, *supra*.

¶ Cod. Lib. 5 Tit. 1 2.

** Jones *v.* Gibbons, 8 Ex. 920.

* Co. Lit. 56 b.

† 30 Cal. 547. See also, Starkie Ev.