These contracts for personal service illustrate the general principle, although no doubt they are *à fortiori* cases. "It must be conceded," said Chief Baron Pollock in *Hall* v. *Wright*, E.B. & E. 746, at p. 793, "that there are contracts to which the law implies exceptions and conditions which are not expressed. All contracts for personal services which can be performed only during the lifetime of the party contracting are subject to the implied condition that he shall be alive to perform them. So a contract by an author to write a book, or by a painter to paint a picture within a reasonable time, would, in my judgment, be deemed subject to the condition that, if the author became insane, or the painter paralytic, and so incapable of performing the contract by the act of God, he would not be liable personally in damages any more than his executors would be if he had been prevented by death." It is only a step further than this clear-cut principle which would reach this proposition, that every contract entered into between reasonable men contemplates the continuance of a state of circumstances in which performance is still possible; and if performance subsequently becomes impossible through no fault of the parties, then the circumstances have ceased to exist, and it is by the contract that the contract becomes discharged. We would repeat our warning that so far the Courts have not quite countenanced this view, preferring rather to put it on failure of the contract altogether. Apparently the ground for shrinking from this step—a logical step, it seems to us—is that it would be too risky to embark on constructing hypothetical terms to a contract. There are indications of this in the two cases of *Blakeley* v. *Muller and Co.* and *Hobson* v. *Pattenden and Co.*, 88 L.T. Rep. 90; (1903), 2 K.B. 760n., which were heard together on appeal. Those cases concerned the hiring of seats for King Edward's coronation procession on a certain day. The procession did not take place, and the Court held that the contracts were discharged, but not void *ab initio*, and that the loss must remain where it was at the time of abandonment. The Court would not find a term that was not