rived at Fort William in reasonable time from the standpoint of the obligor, and (except for circumstances with which the obligor had nothing to do) also from that of the obligee. The vessel could easily have been loaded in time had not other vessels occupied the elevator berths. The error in his conclusion is seen by assuming that the contract had mentioned a specific date for arrival which had been complied with. If, at that time, prior arrivals had occupied the elevator berths and spouts, the loading could not have been accomplished in time, yet the charterer would have been liable. In such a case reasonable time, as such, was not really an element, for the proper question is, "Did the vessel owner, by his act or default, prevent or disable the charterer from performing his part of the contract?"

It was at one time thought that the actual or supposed circumstances present to the minds of the contracting parties were those which must alone be considered in determining whether the time occupied was reasonable, i.e., reasonable under those particular circumstances. That meant the exclusion of those actually arising, but not contemplated. This led to strange results, enabling one party to hold the other by reason of fictitious and not actual occurrences, and reasonable time became therefore easily calculable (see this attempted, arguendo, in *Hulthen* v. *Stewart* (1903) A.C. 389). But as the actual conditions either enable or defeat performance, it is clearly impossible to hold the obligee liable upon any theoretic performance of the contract. Time was, in fact, unreasonable as to him. As put by Brett, J., in *Jackson* v. *Union Marine Ins. Co.*, L.R. 8 C.P. 581: "Where a contract is made with reference to certain anticipated circumstances, and where, without any default of either party, it becomes wholly inapplicable to or impossible of application to any such circumstances, it ceases to have *any* application; it cannot be applied to other circumstances which could not have been in the contemplation of the parties when the contract was made."

The modern view is that the actual conditions of the moment, and the real difficulties to be then encountered, are the real factors for consideration.

It took, however, considerable time to evolve this definite conclusion. Earle, C.J., in *Taylor* v. *Great Northern Railway* (1866) L.R. 1 C.P., at p. 387, said that reasonable time meant a time