

had been actually taken and signed. Under these circumstances Bowen, J., held that the surviving partners could not insist, as against the personal representatives of the deceased partner, that the share of the latter should be valued by reference to the last account actually taken and signed before his death, notwithstanding that it had been the practice of the firm not to take or sign the annual account until a much later period than that at which the partner had died; but that the representatives of the deceased partner were entitled to have the account taken for the partnership year which expired just before the partner's death, and to have the value of his share ascertained on the basis of such last-mentioned account.

CONTRACT—REASONABLE TIME FOR PERFORMANCE—EXTRAORDINARY CIRCUMSTANCES OCCASIONING DELAY.

*Hick v. Raymond*, (1893) A.C. 22, is the only case in the appeal cases to which we think it necessary to refer. In this case the House of Lords (Lord Herschell, L.C., and Lords Watson, Ashbourne, Morris, and Field) affirmed the decision in the case reported as *Hick v. Rodocanachi*, (1891) 2 Q.B. 626 (noted *ante* vol. 28, p. 38), their lordships holding that where a contract provides for the performance of a work within "a reasonable time" such contract is sufficiently performed if it be performed within a time that is reasonable under the existing circumstances, assuming that those circumstances, in so far as they involve delay, are not caused or contributed to by the person required to perform the contract. In this particular instance, the contract was to unload a vessel, the contract being silent as to the time within which the work was to be done, and when the vessel arrived in port the unloading was delayed by a strike of dock labourers, in consequence of which it became impossible to procure the necessary labour to carry on the work. The House of Lords agreed with the Court of Appeal that the effect of the contract was that the unloading was required to be done within "a reasonable time"; but that taking into account the delay occasioned by the strike, for which the contractor was not responsible, the reasonable time had not been exceeded. The sanction of the House of Lords has been, therefore, given to the proposition that in determining what is "a reasonable time" for doing an act regard is to be had not merely to the ordinary course of business, but also to the actual existing state of the circumstances at the particular time.