

of the ship within a reasonable time, having regard to the business of the charterer) the contract was not at an end in the sense that neither party to it could enforce any obligation under it against the other. And they determined that the contract was, under the circumstances, and notwithstanding the exception of sea perils, no longer enforceable.

In the Canadian case the ship "Venice" was to arrive, and did arrive at Shelburne, at a particular time, and was then to proceed to St. John, N.B., for cargo. The Court held that she was only bound to arrive in St. John from Shelburne in a reasonable time. The ship got on the rocks between Shelburne and St. John, and, owing to the time necessary to repair her, did not arrive in St. John for four months. The Court, having in view the exception of perils of the sea, decided that she had arrived in a reasonable time, i.e., that the exception obliterated the delay caused by the accident and repair. But they pointed out that, even so, had the delay been such as would have frustrated the whole object of the voyage in a commercial sense, the arrival within a time otherwise reasonable, in view of the terms of the contract, would not have bound the charterer. It is clear that the ratio decidendi, was that the performance should be such that not only must it be reasonable in view of the situation of the shipowner, protected as he was by this contract, but it must further have been reasonable having regard to the object of the voyage as contemplated by both parties.

It is obvious that in the latter case the standard for determining whether or not time is reasonable was the contract itself as expounded with regard to the circumstances surrounding its making and performance. If the shipowner's default did not go to the root of the contract, then the ship's arrival at St. John was within a reasonable time. But if the non-arrival entirely defeated the contract, then she did not arrive within a reasonable time.

In *Midland v. Dominion*, 34 S.C.R. 578, Mr. Justice Killam, in endeavoring to solve the question of reasonable time, was compelled to refer it to a standard, which has never yet been adopted, namely, that reasonable time must be determined with respect to the situation of the obligee, without regard to that of the obligor. It is obvious from the facts of that case that the vessel ar-