

"In the summer of 1909, I was down to the Falls. I think Mr. Drew was standing in his dwelling. I talked to him a few minutes, and explained to him that I wanted an extension of time to log the Torbrook lot, as it is expensive to move a portable mill. I wanted to finish this Torbrook lot, before moving the mill, so that I would not have to move my mill back. I asked him what he would ask me for a year for an extension of time. He said he would take ten dollars a year until such time as would be convenient for me to get the logs off the Sterns lot. In the fall of 1909, my wife and I called at Mr. Drew's house and paid him the \$10. I asked Mr. Drew for a writing. He did not think it was needed. We ought to be able to trust one another. I said to Mr. Drew, that would be all right as long as you live. He said he would tell his wife about it."

Spurgeon Vidito says:—

"I asked him (Solomon Drew), I think in 1909, if he had given Mr. Armstrong an extension of the time on the lot. He said he had. I was talking to him two different times and he said he had.

Q. Did you understand at this time about this lease or agreement between them? A. Yes, and about the time being run out.

Q. Now tell us what the conversation was? A. I asked him if he had given an extension of time to Mr. Armstrong on the land and he told me he had. That was about all."

It will be noticed that no particular limit in time was fixed. But that was to be a reasonable time. That is what the parties meant. In the States of the United States there have been cases in which in the agreement no time was specified for the cutting and removal of the trees, and it has been held that there was an implied term, namely a reasonable time. And so when there was an extension of the time at so much per year, but no time was specified. I refer to *Perkins v. Stockwell*, 131 Mass. 259; *Hoit v. Stratton*, 20 Am. Reps. 119; *Patterson v. Graham*, 164 Pa. 234, and *Atwood v. Cobb*, 16 Pick. 227.

At the trial this admission was made:—

"It is admitted by both parties that \$10 was paid Solomon Drew before his death, December 3rd, 1909, for the extension during the year 1910, of an agreement for sale of timber on the land between Solomon Drew and Mr. Armstrong."