

4.20 TIME OF PERFORMANCE WHERE CONTRACT IS SILENT
(Approved 6/71)

When a contract is silent as to the time within which a promise is to be performed, the law will require it to be performed within a “reasonable time.” What is a “reasonable time” is a question of fact for you to determine from the evidence. The question you must decide is what reasonable time for performance the parties intended, bearing in mind the subject matter of the contract, the surrounding circumstances, and what the parties had in mind when the contract was made.

Cases and Commentary:

This charge is intended to be used where performance promised is something other than payment of money. “Where no time for payment is expressed in a promissory note or other instrument for the payment of money, the law adjudges that the parties meant that the money should be payable immediately.” *City of Camden v. South Jersey Port Com’n*, 2 N.J. Super. 278, 299 (Ch. Div. 1949), *aff’d and modified on other grounds*, 4 N.J. 357 (1950).

I. MAY NOT BE A JURY QUESTION

“While the question is to what is a reasonable time, depending as it does upon the surrounding circumstances, is ordinarily for decision by the jury or fact-finder, yet when the facts are undisputed and different inferences cannot reasonably be drawn therefrom, the question is for the court.” *Miller v. Zurich Gen. Accident and Liability Ins. Co.*, 36 N.J. Super. 288, 296 (App. Div. 1955).

For support for the principles set forth in the charge see *West Caldwell v. Caldwell*, 26 N.J. 9, 28 (1958); *Wemple v. B.F. Goodrich Co.*, 126 N.J.L. 465, 469 (E. & A., 1941); *Corbin on Contracts*, (1965) Sec. 96, p. 416; 17 *Am. Jur.* 2d, *Title Time*, Sec. 329, p. 764; 17A *C.J.S.* *Title Contracts*, Sec. 503 (1), p. 779.