

CHAPTER V

DELAYS AND RESTRICTIONS

BUSINESS men whose experience goes back into the last century will remember a phrase which formed part of almost every business arrangement, and which read: "Time is the essence of the contract." The phrase has fallen out of common use, and in its place there now appears quite a number of elaborate sentences and safeguards setting out the circumstances that may delay the delivery of the goods or the completion of the contract and providing that the supplier is immune from damages on that account.

Strikes, lock-outs, fires, wars, riots, civil commotions, the act of God, and, literally, "all circumstances beyond the control of the contractor," are printed large over estimate forms and business stationery, and, in entering upon a contract of any kind, both parties quite understand beforehand that very wide margins must be allowed, both in price and in time, to cover all the other extraneous considerations which theorists and politicians have in the last twenty-five years imposed upon the old-fashioned simplicity of business.

If for any reason the time occupied to complete a piece of business is extended, expense and loss are incurred, not only on that piece of business, but by all parties associated with it, in respect of the next piece of business that they would normally undertake. If we consider only the question of capital, the damage of delay becomes very evident. It is obviously to the advantage of the worker, the em-