

of the said patented letters and such intervention had the effect of deciding the city of Lachine to cease dealing with the plaintiffs with regard to the said hydrant, by which plaintiff suffered serious loss and damage.

The defendant pleaded that at the time of the contract between him and the plaintiffs, it was impossible to sell the said hydrant owing to its defect and it could not be put upon the market.

Although, defendant denies generally the allegations of the plaintiffs declaration and this substantive plea is very illuminating.

Although the terms of the contract: "*Nous, soussigné, etc.....vendons et cédon ladite borne-fontaine à O. Fortin*" on their face mention an actual sale, it is clear from the condition, which relates to the purchaser that he has not yet accepted it and therefore it is not a sale, but only an offer to sell subject to an acceptance by the purchaser within six months.

It is clear that acceptance was not made, and defendant does not pretend that it was made, on the contrary he says that the invention was so defective that it was impossible to do anything with it, that no one would buy it and perhaps that was true, but it was the invention in the state in which it was at the date of the contract; that the plaintiffs offered to sell him, plaintiffs did not undertake to convey to him any improvements, which they might subsequently make and caused to be patented.

It seems to me clear that defendant after the expiration of the six months, mentioned in the contract, not having either accepted the contract and paid the \$200 or personally commenced effective exploitation of the invention, *ipso facto*, was deprived of any further rights under the contract and had no right to intervene with the city of