power of others than the patentee to say whether the invention shall or shall not be used at a given time or at any time.

"Therefore, the real meaning of the law is that the patentee must be ready either to furnish the article himself or to license the right of using, on reasonable terms, to *any person desiring to use it*. But again, that desire on the part of such a person, is not intended by the law to mean a mere operation or motion of the mind, or of the tongue; but in effect a *bona fide* serious and substantial proposal, the offer of a fair bargain accompanied with payment. As long as the patentee has been in a position to hear an acquiesce to such demand and has not refused such a fair bargain proposed to him, he has not forfeited his rights.

* * * * * * *

" The conclusion is, that the Respondent having refused no one the use of his inventions, and that the importation assented to by him to be made, being inconsiderable, having inflicted no injury on Canadian manufacturers and having been so countenanced, not in defiance of the law, but evidently as a means to create a demand for the said inventions, which the patentee intended to manufacture and did, in fact, offer to manufacture in Canada, he has not forfeited his patents.

Now, I contend that this decision was wrong, that it was contrary to law, although, perhaps, strictly speaking, not exactly opposed to the "facts" of the case as proved by the evidence.

Now, if it were correct to construe the section to mean that a patentee must be ready to furnish the article himself or to license the right of using it on fair terms to *any person desiring to use it*, it would be equally correct to say that for the first two years of the life of the patent the patentee has the right to refuse to let any person use his patent on fair terms. Surely that would be absurd, because the sub-section 2 says in effect, if a patentee has been unable to commence manufacturing *for reasons beyond his control*, he may have further time granted. It is plain no person can refuse the use of his patent on fair terms "for reasons beyond his control" as it can never be beyond anyone's control to accept a fair remuneration for anything intended for the public.

Is it not fair to assume therefore that if the legislator had meant to express what the act is construed to convey in the above decision that he would have said plainly: For two years the patentee shall be at liberty to refuse the use of his patented inventions to the public?

On the contrary, the sub-section 2, in my opinion, says plainly that if a patentee during the first two years has had a fair offer he is after that deprived of any good reasons for asking for further delay, because he has had the opportunity to have the manufacture commenced under his patent, but has refused it. And if notwithstanding such an offer a delay is obtained, the grant of the delay would, I think, be invalid and ought to be declared so by the Commissioner of Patents, if conclusive evidence of such an offer were proved.

It is well that a patent law should be construed liberally in favor of