

the matter? Plaintiff's letter of the 10th June was an acceptance of the defendant's offer. The plaintiff undertook to forward, using his own language, "papers in your wife's name as soon as I can have them made out." This must be interpreted, within a reasonable time, and reasonable time would depend upon circumstances. It was in the season when the boat was required and when every day would or might mean a loss. It is in evidence that the defendant chartered a boat named "Edna Ivan," that defendant had work to do, and that June is about the most busy month. The bill of sale was not sent until 2nd July; that was 22 days after plaintiff had promised it would be done, "as soon as the papers could be made out." I do not think the bill of sale was sent within a reasonable time. That a little delay may occasion loss, is shewn by what took place in reference to the steam tug. Very likely the value of the articles removed from the tug was less than defendant contended for at the trial—but I must find upon the evidence that some articles, and of value, were removed from the boat between the 4th June, the date of the defendant's offer, and the date of the plaintiff's acceptance. The plaintiff was not in a position to deliver on the 2nd July what plaintiff intended to sell and what defendant intended to buy. I do not think there was a completed agreement between the parties. There never was an adoption by the defendant of the plaintiff's place of delivery of the bill of sale. There never was an assent by the defendant to the change which plaintiff made differing from plaintiff's letter of the 4th June. It was the clear intention of the parties that the property in the steam tug should not pass to or vest in the defendant until he had accepted the bill of sale and paid the \$550. If there was any contract between the parties, it was executory only. This difficulty, which has resulted in an expensive litigation, has no doubt arisen from the fact of plaintiff and defendant living so far apart, and the boat being so far from each. If plaintiff had agreed to let defendant have possession of the boat at once, and had undertaken, giving security if necessary, to make a good title, very likely that would have been very satisfactory to the defendant. It is not, however, for me to speculate upon what might have been. I would be glad if I could see my way upon the evidence to give the plaintiff some redress, as the boat has no doubt deteriorated pending this litigation, but it is not a case, in the view I have taken of it, for attempting to do equity by compelling defendant to take the steamer after an abatement of the purchase money to the extent of articles removed from the boat, and by allowing damages occasioned to defendant by delay.