

ces droits étaient confondus avec ceux de Sicotte; que Labonté n'a pas d'intérêt à se plaindre de ce transport.

La Cour supérieure a maintenu l'action sur le principe que cette clause n'aurait aucun sens si elle ne signifiait point que ledit Morin ne pourrait céder ses droits au bail si ce n'est dans le cas où il vendrait le fonds de commerce qu'il exploitait alors; c'est-à-dire son établissement; et que la vente au défendeur des marchandises restant après l'incendie de son magasin ne constituait pas de la part dudit Morin la vente de son fonds de commerce au sens de ladite convention;

La Cour de revision a infirmé ce jugement, et a rejeté la demande par les motifs suivants:

"Considering that in the cession of lease by Morin to Sicotte of date March 6, 1913, there is a stipulation that it includes the sale of the stock;

"Considering that said cession in terms liberates Labonté from responsibility of all kinds whatsoever toward Sicotte, his lessor, and that Sicotte agrees to said obliteration of responsibility;

"Considering that Labelle, to whom Morin had made a voluntary abandonment for the benefit of his creditors, did on March 10, 1913 confirm said cession, did agree to accept \$36 for whatever was left of the stock after the fire which had occurred in the premises on February 5, 1913; and did with defendant renew the stipulation that the plaintiff was relieved of all responsibility in respect to him granted by defendant;

"Considering that plaintiff has no interest in pleading and is without right to plead the rights of Morin's creditors; that these have not complained; and further that both their representatives and Morin have concurred in the cession to defendant;