

En revision :

Mr. Acting Chief Justice Archibald.—In this case, the plaintiffs were inventors of a hydrant for which they secure letters-patent of invention. These letters-patent they offered to sell to the defendant Osias Fortin for the sum of \$100. The document evidencing the contract as follows:—"Nous, soussigné, C. Larin & H. Henderson, "co-propriétaires de la borne-fontaine portant le no 100823 "d'enregistrement. Vendons et cédon's ladite borne-fontaine avec tous les droits et pouvoirs s'y rapportant à O. "Fortin, médecin vétérinaire de la ville de Lachine, et "ce, pour la somme de \$100 aux conditions suivantes: "l'acquéreur aura six mois pour accepter et conclure l'achat et le montant de la vente sera payable argent comptant, excepté dans le cas où l'acquéreur en ferait l'exploitation personnellement; alors le paiement du montant "de l'achat se fera au fur et à mesure que les bénéfices "se feront. Au cas où les propriétaires actuels trouveraient "un acquéreur de bonne foi, ledit O. Fortin, aurait toujours le droit de régler la vente en se conformant à son "contrat."

The plaintiffs than alleges: that the defendant had failed during the delay of six months to accept and to complete the purchase of the said patent and to pay the price of sale or to commence personally the carrying on of the said patented invention and that in consequence the contract had become absolutely caduque.

The plaintiffs than further alleged: that they had gone on obtaining patented improvements to the said hydrant and had commenced negotiations with the city of Lachine for the adoption within their city of the said hydrant, which negotiations were in a favorable state of progress; that defendant then intervened claiming that he was the owner