

but the possession of the goods was to remain in the defendant until the purchase money was paid.

That is the real meaning of the finding of the learned trial Judge; and that being the case, the defendant's conduct in insisting on the vehicle being put into his yard is not a repudiation, but an affirmation of the contract, as he says it was.

It is clear that the conduct of the plaintiffs, subsequent to that action, in proceeding to the Police Court, did not imply rescission by the defendant, but was charging him with violently taking what he had no right to take.

As my brother Maclaren, J.A., has pointed out, it takes two to break a contract, as it takes two to make it, so that the conduct of the plaintiff in saying "we want back our goods," is a complete answer to the plea of rescission by the defendant.

There is still a balance of \$100 to be paid, and also a sum of \$20.80.

Thereupon, the plaintiffs will be entitled to the goods, and the goodwill; and the order will direct that an injunction be granted, if necessary, entitling them to the goodwill, and preventing the defendant, if he is carrying on a similar business, from interfering with them.

If the defendant should so interfere, we may alter the order, as full protection to the plaintiffs in the exercise of the goodwill, will be a considerable item in the matter.

We will have to give the defendant the costs of this appeal.

We will not disturb the disposition the learned trial Judge has made of the costs below. For reasons cogent to him, he gave no costs of the trial, and we don't disturb that finding.

If the business has been sold, it would completely change the aspect of the case.

If the defendant is not in a position to deliver over the business to the appellant, then we will hear Mr. Lemieux again in the case. It may completely alter the disposition of the case.