was that his affairs were entirely in the hands of his lawyer, and when he returned his lawyer handled them and advised him not to enter into the agreement or any agreement of that kind. He says he admitted the plaintiffs' claim throughout, and intended that their claim should be satisfied; that he intended to give the notes when he was able to meet them, but he did not consider that he was bound to give the notes; that he had tentatively agreed to give the notes; that the object of delaying payment of the notes was to reach a point where they were able to take care of the notes. He admits that he believed he was liable on the lien, but on his return he was advised that he was not.

I think it reasonably clear that what took place was a tentative arrangement on the basis of the letter of the 29th of March, subject to Reece consulting his partner, and his legal adviser, and signing the notes. In this connection it is of importance to remember that the plaintiffs' manager required some other signatures than Reece's to the notes, as he states himself. It does not seem to me probable that Reece having bought into the company after the goods in question were purchased would make an arrangement rendering his firm liable for an account, which had been paid in full without consulting his partner, and this taken with the evidence of Smith, that the notes were not signed because he desired to consult his partner, and the evidence of Hemenway that the plaintiffs required a signature other than the defendant Reece to the notes renders it exceedingly probable in my judgment that no binding agreement was made by the defendants' firm to become personally liable for the amount claimed by the plaintiffs as a lien.

I should have arrived at this conclusion independently of the findings of the trial Judge, upon reading the evidence, and I agree with him upon this branch of the case. I think that the plaintiffs' appeal should be dismissed with costs.

Then as to the defendants' appeal. It is contended that the plaintiffs' lien is invalid, relying on the *Toronto Furnace Co.* v. *Ewing,* 15 O. W. R. 381, and the cases there cited. The plaintiffs are manufacturers in Buffalo. The switchboards are patented and there was fastened to the boards a plate containing the following words: "Patented in United States, Canada, England, France, Germany, Russia, Austria-Hungary, Belgium, Spain, Italy, Sweden, Norway, Australia; L. M. Ericsson Tel. Mfg. Co., Buffalo, N.Y."