times conduct," says Bramwell, B., in *Keen* v. *Priest,* 1 F. & F., 314 at p. 315; and where, from the relations of the parties, a reply might naturally and ordinarily be expected, silence is strong evidence of acquiescence." In *Wiedemann* v. *Walpole* (1891), 2 Q. B. 534, this principle is discussed. Lord Esher, at p. 537, says: "Now there are cases—business and mercantile cases—in which the Courts have taken notice that, in the ordinary course of business, if one man of business states in a letter to another that he has agreed to do certain things, the person who receives that letter must answer it if he means to dispute the fact that he did so agree. So, where merchants are in dispute one with the other in the course of carrying on some business negotiations, and one writes to the other, 'but you promised me that you would do this or that,' if the other does not answer the letter, but proceeds with the negotiations, he must be taken to admit the truth of the statement." Kay, L.J., at page 541, says: "There are certain letters written on business matters, and received by one of the parties to the litigation before the Court, the not answering of which has been taken as very strong evidence that the person receiving the letter admitted the truth of what was stated in it. In some cases that is the only possible conclusion which could be drawn, as where a man states, 'I employed you to do this or that business upon such and such terms,' and the person who receives the letter does not deny the statement and undertakes the business. The only fair way of stating the rule of law is that in every case you must look at all the circumstances under which the letter was written, and you must determine for yourself whether the circumstances are such that the refusal to reply alone amounts to an admission."

On the question of the cross-appeal, of the defendants against the finding of the Judge in favour of the plaintiffs' lien, a finding I think clearly warranted by the evidence and correspondence, I would have had some doubt in the face of the strict construction which has been given to the Conditional Sales Act in such cases as the *Toronto Furnace Co.* v. *Ewing,* 15 O. W. R. 381, that the plaintiffs had complied with the Act with sufficient definiteness to entitle them to succeed. I agree, however, with the trial Judge that an agreement has been shewn to have been entered into on the part of the defendants to recognize the lien of the plaintiffs. I would allow the appeal of the plaintiffs and hold