

able certainty be assumed that they were intended as abbreviations of the words "Telephone Manufacturing Company," part of the company's name, although the word "Tel." is equally an abbreviation of the words "Telegraph" and "Telephone." But the statute does not permit synonymous words to be used in lieu of the actual name of the manufacturer, etc., but requires a literal compliance with its provisions. This the plaintiffs have not done and have, therefore, failed to secure to themselves the benefit of R. S. O., ch. 149, sec. 1. Thus the title in the switchboards passed to the Norton Company on the sale to them, and is now in the defendants. I, therefore, think the defendants' appeal should be allowed and this action dismissed with costs here and below.

HON. MR. JUSTICE CLUTE:—There is no pretence that the defendants were originally liable for the claim or liable at all except under an alleged new agreement, which is said to have been made on the 29th March, 1910. At the time Seymour sold the property to the defendants Reece, who it is said made the new agreement, was not a member of defendants' firm, but became such after the purchase of the property in question.

The case turns largely upon what took place on the 29th March, 1910, at Buffalo, when Reece went there to see what terms could be made in respect of the lien claimed against the switchboards, and also to make some arrangement in respect of a general account held by the plaintiffs against the defendants, which is not in question in this action.

It is alleged by the plaintiffs that the defendants obtained further time as to the general account, and that they also acknowledged the existence of the lien and agreed to give their notes for the same.

Reece saw Hemenway, the manager of the company, and was taken by him to the office of the vice-president, Mr. Smith. Smith in his evidence states that time was given the defendants on the general account, and with reference to the switchboards the plaintiffs agreed to accept \$400. The terms of payment of the \$400 were finally arrived at as satisfactory, and he then proceeds: "I reached for a blank note supposing that he would make the notes and he said that he would like to go back and talk it over with his people, at least, but that he would see that the notes were executed immediately