conclude that the giving of the notes and the assumption of personal liability, were in the eyes of the defendants, synonymous terms. I have not been able to find anywhere in the correspondence a direct promise on the part of the defendants to give these notes or assume personal liability. There is no doubt that the defendants were putting the plaintiffs off and gaining more time by leading them to think that these notes would be given, and that personal liability would be assumed, but that they did make themselves personally liable to the plaintiffs is very doubtful."

With respect I am unable to agree with the trial Judge in his view of the effect of the correspondence. It discloses that the defendants, knowing that the plaintiffs had a claim on general account, which they were pressing for settlement, and alleging that they hold a lien on the switchboards, which were in the possession of the defendants and which the latter were desirous of retaining, approached the plaintiffs and made an arrangement with them by which the matters in question and dispute were arranged in such a way as that the plaintiffs did give the defendants time in connection with the payment of the general account; the defendants did acknowledge the plaintiffs' lien on the switchboards; a reduced sum, viz., $400, was discussed and arranged between them on payment of which by the defendants the lien on the switchboards, which the defendants acknowledged, was to be released in full by the plaintiffs, and the giving of notes to represent said reduced sum was discussed. I am not at all sure that a promise in writing is necessary under the statute in these circumstances.

I quote from the Encyclopaedia of Law and Procedure, vol. 20, 167: "Even though when the oral promise is made the primary debt is still subsisting and may have been antecedently contracted, such promise is original and valid if it is supported by a new consideration moving to the promissor and beneficial to him and is such that the promisor thereby comes under an independent duty of payment irrespective of the liability of the principal debtor."

But it seems to me that where the bargain is so definitely stated by the plaintiffs in the correspondence as here and letters received from the defendants referring thereto without any repudiation of such a promise, the principle recently discussed by Mr. Justice Riddell in *Meikle* v. *McRae*, 20 O. W. R. 308 at 310-311 is applicable: "Silence is some-