of the transaction differs materially from that given either by *Robertson* or *Carl*.

Then it is an admitted fact that *Craig* did produce a hammer with *Fuller's* initials; and it is proved by *Cartier* and several other witnesses that all the logs in question were marked with this hammer, most of them in the woods, and the residue after they had been put in the river.

It is therefore clear, I think, upon the whole evidence, that there was an agreement between the parties that the logs as cut should be marked with the plaintiff's initials for his security; and as it is not suggested how that act could secure the plaintiff except by transferring to him the property in the logs, it must be intended, I think, that such was the agreement of the parties (*a*); and it follows that each log when marked by the defendants became the property of the plaintiff, in pursuance of the intention and agreement of the parties.

Judgment.

In *Woods* v. *Russel* (*b*) the shipbuilder had signed a certificate to enable the defendant, the person for whom the ship was being built, to have her registered in his own name. There was no express stipulation that the property in the ship should vest in the defendant before completion, and the contract did not refer in any way to her registration, but Lord *Tenterden* considered the certificate as a declaration by the builder that the general property in the ship had vested in the defendant, and he determined that it had so vested in accordance with the implied intention of the parties. Now it does appear to me that the agreement to vest the property in these logs in the plaintiff before delivery, and the declaration that it had so vested, by the acts of the defendants in marking them, are much more clearly made out in the

(*a*) Read et al. v. Fairbanks, 17 Jur. 918. (*b*) Ubi sprua.