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about the mark, but would prefer having it; I said I did not consider the logs his until they reached the mouth of the river, and did not care what mark was on them." And in a subsequent part of his evidence he says, "*Fuller* was at the shanty once in the winter, and *Craig* was there twice. *I assented to the logs being marked with Fuller's mark.* I said I did not care at all whether they were marked or not."

Judgment.

Now, some parts of this statement are, to say the least, highly improbable. *Fuller's* instructions were not produced, and no explanation of so extraordinary a limitation of his agent's power to protect him has been suggested. Had he forbidden his agent to take security, even upon the logs, for his large advances, there must have been some very special ground for so unusual an order, which would have been explained, no doubt, to the agent; but the agent did not so understand his instructions, for his first inquiry was about security. Again: this witness's statement of what passed at this meeting cannot be reconciled with *Robertson's* evidence. *Robertson* swears that *he* suggested the marking of the logs, and informed the parties that the plaintiff would thereby acquire a specific security upon the logs without any express clause in the agreement. Assuming that to be true, and it is clear that something of the sort did take place, it is impossible to believe that the conversation which *Carl* represents to have taken place between himself and *Craig* did really occur. This evidence was taken after the statements of all parties upon affidavit had been examined by the court, and after judgment had been pronounced upon the facts as they then appeared, and wears very much the appearance of an attempt to meet the case upon which the plaintiff then succeeded. It is clear that security was talked of and intended; but beyond that point the evidence is not to be trusted—a conclusion at which I arrive without much hesitation, because *Richmond's* account