clear that the property had not vested in that case. The iron which formed the subject of that suit was part of a large mass at the company's works, and the company was bound to deliver it free on board at Swansea. Something, therefore, remained to be done by the vendors, and I take it to be clear that the property did not vest *(a)*. Still, the Master of the Rolls decreed in favour of the jurisdiction, because the purchase money had been paid, or rather the company had admitted such to be the fact, and were therefore estopped to deny it. That case is therefore an authority for our present decision.

1854.
Fuller v. Richmond.

It is said, however, that there is no evidence here of peculiar value. Assuming the evidence to be deficient in some respects, that should be regarded, I think, under the circumstances, as a mere formal slip, which the plaintiff ought to be permitted to supply. It would not do to conclude the plaintiff by an omission to prove facts already assumed throughout the case, if they must not be considered as established by the judgment on the injunction motion. But, as we are of opinion that the plaintiff is entitled to a decree on the other ground, it is unnecessary to determine this point.

Judgment.

I am of opinion, therefore, that the plaintiff is entitled to a decree with costs.

ESTEN, V. C.—In cases relating to saw-logs, which are of frequent occurrence and of an important nature in this province, it seems to me sufficient to prove that logs can be manufactured and conveyed down the rivers only at particular seasons; that markets are not kept for logs, but that each mill-owner supplies himself with his own logs; that they arrive irregularly; and that the plaintiff is a mill-owner, and

(a) Acraman v. Morrice, 8 C. B. 449.