

FULLER V. RICHMOND.

1854.

Saw-logs—Specific performance.

The court, in a proper case, will compel the specific performance of an agreement to manufacture and deliver saw-logs.

The nature of this case and arguments of counsel are clearly set forth in the judgment of the court and the report of the case on the motion for an injunction, *Statement*, reported *ante* volume II., page 24.

Mr. *Mowat* and Mr. *Turner* for plaintiff.

Mr. *Vankoughnet*, Q. C., and Mr. *Strong* for the *Argument*, defendants.

The hearing of the case had taken place some time ago; and after taking time to look into authorities, the court now proceeded to give judgment.

THE CHANCELLOR.—This case underwent considerable discussion on the motion for an injunction (a). But the learned counsel for the defendants contended at the hearing that the evidence in the cause differed materially from that which was before us on the former occasion; that it not only failed to prove the contract for a lien set out by the bill, but established the reverse; and that the proof of a delivery, upon which *Judgment*, our judgment on the motion principally rested, was wholly wanting. They argued that the property in the logs not having been changed, remained in *Richmond* and *Carl* until the sale to *Redmond*, and having been then transferred to him, he was consequently entitled to a decree with costs.

The evidence in the case does certainly differ materially from that which was before us on the motion. We had before us then the affidavit of *Craig*, which proved an express contract for a lien, and a delivery

(a) 2 Grant Rep. 24.