

the description in the mortgage or be capable of identification as the articles described therein; but the identification must be certain and beyond doubt. And in this case only a small quantity of the wood—12 cords—stood the test; these 12 cords came from Tripp's lands or became his own property. None of the rest of the wood was at any time in his possession nor did he cut or manufacture it, nor was any part of it stamped with any mark to identify it. And, aside from this, it was essential that the wood, if it was to be the subject of a valid mortgage by Tripp, should have been his property, or have become his property, or that he should have had or acquired some beneficial interest therein; and this the evidence failed to establish. On the 28th June, 1913, the plaintiffs obtained from Tripp an assignment in writing of the debt stated to be due to him by the defendants the Russell Timber Company Limited for this wood. In regard to this, the learned Judge said that whatever moneys were due by the Russell company to Tripp at the time of Tripp's assignment to the plaintiffs, less \$54 in respect of the 12 cords which belonged to Tripp, and subject to any proper deductions, should be paid by the Russell company to the plaintiffs. For this purpose a reference is directed to the Local Master at Port Arthur. The plaintiffs are declared entitled to the security of the chattel mortgage on the 12 cords, but not otherwise. On payment to the plaintiffs of \$54 and interest from the 1st June, 1913, the mortgage will be treated as released. The Russell company counter-claimed damages for injury by this action to their credit and standing. Nothing having been put forward in support, this counterclaim was dismissed. Further directions and costs of the action and counterclaim reserved until after report. Glyn Osler, for the plaintiffs. W. F. Langworthy, K.C., for the defendants.