

and distinguished." The description in the chattel mortgage read: "All and singular the goods and chattels particularly mentioned and set forth in the schedule endorsed hereon (or hereunto annexed) . . . all of which . . . now are the property of the said mortgagor, and are situate in, around, and upon the premises known as logging and pulpwood camps situate at and in the vicinity of Long Lake and the navigable rivers tributary thereto, in the district of Temiskaming." And the schedule read: "The entire stock of horses, waggons, sleighs, harness, blankets, tools, and other logging and pulpwood camp equipment, including all meats, groceries, and provisions of every nature and kind in or connected with the said logging or pulpwood camps or logging and pulpwood operations carried on by the mortgagor on the shores of and in the vicinity of Long Lake and the navigable streams tributary thereto, in the district of Temiskaming."

The learned Judge said that, if there is sufficient material on the face of the mortgage to indicate how the property may be identified after proper inquiries are made, the statute has been complied with: *Hovey v. Whiting* (1887), 14 Can. S.C.R. 515, at pp. 520, 567, 569.

There was no difficulty in readily and easily identifying the horses mortgaged. The description covered the mortgagor's *entire* stock of horses in, around, or upon the camp in or connected with the logging and pulpwood operations of the mortgagor in the locality named; and whether or not the horses of the mortgagor were, at the time of the mortgage, in or around the camp premises connected with these operations, was a question of fact. The learned trial Judge appeared to have had no difficulty in identifying the horses; and, unless the Court was satisfied that his conclusion on the question of fact was erroneous, it should not be reversed. The Court was not satisfied that he was wrong; on the contrary, a study of the mortgage and the evidence led to the same conclusion.

*Appeal dismissed with costs.*