

declaration hereinbefore referred to." The business of the "employer" and the duties of the employee were set out in the recitals to the agreement, and it was therefore not necessary that reference should be made in the proviso to the statements and declarations. In October, 1902, the Elgin Loan and Savings Company procured a Dominion charter, which enabled them to purchase stocks, but, as they had no license from the Province to carry on such a business, the company, in March, 1903, authorized Rowley to use the company's moneys in the purchase of stocks (principally Dominion Coal and Dominion Steel) in his own name, and they then took a mortgage from him on the equity in certain real estate he owned, and transferred the stocks as collateral to the loan, this being the method devised to circumvent what would otherwise have been considered an illegal act upon the part of the directors of the company. The equity in the real estate was insignificant, while the stocks transferred as collateral were for large sums.

There was a change of the business from that of a loan company to that of buying and selling stocks, which largely increased Rowley's duties and responsibilities, and withdrew him from his legitimate duties as manager of the loan company; and he (Rowley) stated that his defalcations largely increased during the two years preceding the failure of the loan company, and it may be that the change largely increased the opportunities for speculation. This change in the business of the company was contrary to the express terms of the guarantee, and rendered it impossible for the plaintiffs to recover on it. Judgment for defendants dismissing the action with costs.

ANGLIN, J.

JULY 23RD, 1904.

CHAMBERS.

RE COHEN.

*Extradition—Receiving Stolen Goods—Offence under Laws of Foreign State—Evidence before Extradition Commissioner—Evidence on Review by Habeas Corpus—Weight of Evidence—Guilty Knowledge of Accused—Inference from Conduct—Extradition Act, 1886—Interpretation Clause—Subsequent Treaty—"Receiving any Money, Valuable Security, or other Property"—Ejusdem Generis Rule—Construction of Treaty—Discharge of Prisoner.*

Motion by Harris Cohen for a writ of habeas corpus and for his discharge from custody under a committal by the Judge of the County Court of Wentworth, acting as an