Chy. Div.] [June 25.

ADAMSON *v.* ROGERS.

Covenant—Lease—Improvements—"Buildings and erections"—Earth-filling

A covenant by the lessor in a lease of a parcel of land covered by water, to pay at the end of the term for "the buildings and erections that shall or may then be on the demised premises," does not bind him to pay for crib-work and filling-in done upon the parcel in question, by which it was raised to the level of the adjoining dry land, and made available as a site for warehouses.

Judgment of the Chancery Division reversed.

Robinson, Q.C., and *J. H. Macdonald*, Q.C., for the appellant.

Laidlaw, Q.C., for the respondent.

C.P. Div.] [June 25.

IN RE MCILMURRAY AND JENKINS.

Plans and surveys—Amendment of plan—Ways—Closing street—"Party concerned"—52 Vict., c. 20, s. 7 (O.).

All persons who buy lots according to a registered plan do not, *ipso facto*, become "parties concerned" within the meaning of section 7 of the Land Titles Act, 52 Vict., c. 20 (O.), in every street shown upon it. Whether they are "concerned" or not in having a particular street kept open is a question of fact, and, in the absence of any representation by the vendor that the street shall be kept open, a person owning a lot about four hundred yards away, and on the other side of a highway from the street in question, cannot object to its being closed.

Judgment of the Common Pleas Division affirmed.

J. Bicknell for the appellants.

R. U. McPherson and *A. G. Murray* for the respondents.

C.P. Div.] [June 25.

IN RE CORNELIUS F. MURPHY.

Extradition—False document—Forgery—Evidence.

The prisoner's brother opened a bank account in an assumed name, and made cheques from time to time thereon. Several of these cheques were paid, but the last one the prisoner cashed at his own bank, knowing that there were no funds to meet it.

Held, per HAGARTY, C.J.O., and MACLENNAN, J.A., that there was evidence from which it might reasonably be inferred that the opening of the account in the assumed name was part of a conspiracy between the prisoner and his brother to defraud, and that there was, therefore, the fraudulent uttering of a false document, which would constitute forgery.

Per BURTON and OSLER, JJ.A., that, as the account was a genuine one, and there was no false representation as to the maker of the cheque, the offence of forgery was not made out.

Held, also, *per* HAGARTY, C.J.O., and MACLENNAN, J.A., that it is not necessary to show in extradition proceedings that the prisoner is liable to conviction of the crime charged according to the law of the demanding country.