

Britain and the United States. With this object it introduced into the schedule of extradition crimes certain offences not before included, and amongst them the offence described as "receiving any money, valuable security, or other property," etc. The expressed purpose of the convention has been attained whatever interpretation is given to the words "other property" in this particular clause.

"'Property' is the most comprehensive of all terms which can be used, inasmuch as it is indicative and descriptive of every possible interest which the party can have:" per Langdale, M.R., in *Jones v. Skinner*, 5 L. J. Ch. 90.

In construing wills, only a very clear context, leaving no room to doubt the testator's intention to restrict its meaning, is permitted to deprive this word of its comprehensiveness: *Robinson v. Webb*, 17 Beav. 260; *Mullaly v. Walsh*, 3 L. R. Ir. 244; *Gover v. Davis*, 29 Beav. 222.

The nature of the subject dealt with does not admit of its widest signification, which would include real estate, etc., being here given to this word. How far is its comprehensiveness to be restricted?

It is, perhaps, difficult to conceive why the criminal receiving stolen money, valuable securities, and things of that type, should be extraditable rather than the receiver of other kinds of good or chattels. And yet every offence is not an extradition crime. The framers of the treaty, however, may well have regarded the dealer in stolen money and securities as a more dangerous kind of offender—a criminal usually on a larger scale—than the ordinary, commonplace receiver of stolen goods. We cannot attribute to the framers of this treaty ignorance or forgetfulness of a rule of construction so well established in the jurisprudence of both countries. . . .

[Reference to *Thames and Mersey Marine Ins. Co. v. Hamilton, Fraser, & Co.*, 12 App. Cas. at p. 490.]

If Parliament is presumed to legislate in the light of decided cases, and legislative language is to be taken as intended to be construed by the established canons of interpretation; if ordinary persons are presumed to contract with a knowledge of the law bearing upon the language they employ; a fortiori should the representatives of sovereign states, making solemn treaties of such vast moment . . . , be credited with knowledge and recollection of the ordinary canons of construction, and of the fact that courts of justice are accustomed to presume that the application of such rules was contemplated when language within their purview is deliberately employed. Adapting the language of Lindley, M.R., "I cannot conceive why the