

foreclosure was threatened, if the interest was not paid, and there was no way of paying the interest except out of the rents, and the tenants would not pay unless they obtained a renewal for three years at the same rent, and the liquor license for the year was about expiring and needed to be looked after, if the hotel was to retain its chief value. All this combination of circumstances was considered by the plaintiff, and he found that (handicapped as he was under corporal confinement), the best thing to be done was to accept the proposition of the tenants. He was told by letter of their solicitor that if he did not wish to sign, to return the proposed renewal, which they had tendered; upon which he added a clause to the document and signed it and sent it back so executed. Evidence was also given that the rent was, all circumstances considered, a fair rent, and though more is now offered, that is probably the result of improved conditions and prospects in Fort Frances, where the hotel is situate.

I reserved judgment upon a ground of defence, which sounded like an anachronism. The plaintiff pleaded that being a convict undergoing sentence, he was at the date of execution incompetent to contract, and for this reason asks to have the renewal lease declared null and void. His term of imprisonment was for two years, from November, 1909, and would have expired in November, 1911, but he was released (as already said) on parol early in that year. He was no doubt, in actual custody and incarcerated at the time he signed; but had this bodily condition of penal servitude for the brief term any legal effect on his political status?

It is not necessary to deal with the old-time distinctions between attainder and forfeiture, the one pertaining to high treason and capital offences, and the latter to felonies of a less flagrant character. Felony generically meant a crime to be punished by forfeiture of lands and goods, to which death was generally superadded, but this method of punishment by depriving the convicted offender of lands and goods has been distinctly put an end to by the Canadian Code, and the property is left to the convict unaffected by any restrictive provisions. This amendment of the criminal law is in pursuance of the general plan of simplifying its provisions and of abolishing distinctions of obsolete and embarrassing character, which may well be displaced by the more humane policy of modern civilization.