

Criminal Code

asked. I can understand that you would be doing so if something had been stolen; but how do you compound a felony if you offer a reward, with no questions asked, for the return of something that is lost?

Mr. Garson: I am glad that my hon. friend has raised this point. Perhaps the infirmity of my language has misled him. I did not mean to suggest—and I was wrong if I did so, but I do not think that I did—that an offence under this clause would be the crime of compounding a felony, but that this clause was in principle like the crime of compounding a felony. In my view the essence of this clause here is that the accused deals with a criminal to relieve him of the consequence of his crime if he will just give back what he has taken. I am not suggesting that this is compounding a felony but what I am suggesting is that the crime of compounding and this crime here both have the same element of saying, in effect, to the criminal, "It is true you may have stolen this, but if I can get my money back, then we will just forget about it". That is the element actually in compounding and I think it is quite clear that it is the element in this section here.

Mr. Cameron (Nanaimo): Would a felony not be committed in certain circumstances even though an article had only been lost? Suppose, for instance, I were to pick up a \$100 bill out here in front of the parliament buildings and were to shove it in my pocket. Is that an offence?

Mr. Garson: If I understand my hon. friend correctly, he is quite right in saying that this clause relates just to the advertisement. If he will look at the words in the last line of the section he will see that this is a relatively minor offence. It is punishable only upon summary conviction. The purpose is to discourage this type of advertising. The man is just brought, in a summary manner, into the magistrates court and the penalty is not very severe. However, the principle is much the same, as in the much more serious offence of compounding.

Mr. Johnston (Bow River): This only takes place where advertising is concerned.

Mr. Garson: Yes.

Mr. Hansell: My question may appear to be a bit far-fetched, but would the minister care to comment on what would happen if a case of kidnapping were involved rather than stolen property. It occurs to me that, comparatively speaking, quite a bit of advertising of this sort is done in the case of kidnapping. A mother will advertise and say

[Mr. Winch.]

that no questions will be asked, which of course might be a natural thing to do. I know that the section uses the words "anything that has been stolen or lost", and perhaps kidnapping would not be involved here.

Mr. Garson: This has no relation to kidnapping at all.

Mr. Shaw: What is to be gained by having a section in which it is stated that it is an offence to do a certain thing through advertising when exactly the same thing can be done by simply putting a letter in the same newspaper? What is the reason for this clause if it is so easily circumvented? What value has it?

Mr. Fulton: No newspaper would accept such a letter.

Mr. Garson: I am afraid I do not grasp my hon. friend's meaning. As I understood him, he was referring to this lady writing a letter to the newspaper.

Mr. Shaw: I am not talking about what the hon. member for Macleod referred to. I originally brought up the question of there being no offence unless a reward and promise of immunity are contained in the advertisement in the newspaper, but the same thing can be done by means of a letter.

Mr. Garson: A letter in the paper?

Mr. Shaw: Yes.

Mr. Garson: The first question that would arise there would be as to what interpretation the magistrate was going to place upon the word "advertising."

Mr. Shaw: That is the point. Is there an interpretation?

Mr. Garson: I would think that the courts might interpret such a letter as advertising upon the ground that you do not have to pay for it in order for it to constitute advertising. But you will see the point here if you will look at paragraph (d). You will see that it is an offence to print or publish any advertisement referred to in paragraphs (a), (b) or (c). The primary purpose of the section as a whole is to prevent newspapers being used for this sort of thing by prohibiting people from making arrangements to have advertisements printed and also by prohibiting newspapers from publishing.

Mr. Hansell: What would be the effect of placing the responsibility and liability on the paper rather than on the person?