

Alberta, Saskatchewan, North-West Territories and Newfoundland the sum is \$50, and in Prince Edward Island, \$30. In the Yukon, \$50.

### 27 False Pretence.

False pretence is a representation by words, or otherwise (a shake or nod of the head) of a matter of fact either present or past, which representation is known by the person making it to be false, and which is made with a fraudulent intent to induce the person to whom it is made to act upon such representation; hence, there are four essentials to constitute *false pretence*:

1. There must be a false statement or act.
2. The offender must know at the time of making the statement that it is false.
3. The goods or money in question must be parted with in consequence of such false statement.

4. The false statement must be made with the *intent to deceive*.

The penalty for obtaining goods or money by false pretence is three years' imprisonment.

### 28 Theft and False Pretence.

In theft the owner of the property has no intention of parting with it to the person taking it; but in the case of false pretence the owner of the goods does intend to part with them, but his consent to part with them is secured by the false representations made to him. In general, it is not stealing to take something growing out of the earth of less value than 25 cents.

### 29 Embezzlement.

Embezzlement is the taking of money that has not yet come into possession of the employer. For instance, a debtor pays the employee money for the employer and he keeps it himself; therefore, whenever money is received by the employee, and is not accounted for, or its receipt denied, it is embezzlement. By the law of Canada this is now classed as theft.

### 30 Breach of Trust.

Breach of trust is a term used in connection with a person who is appointed a trustee of any property for the use and benefit of some other person, or a public or charitable purpose, and who fraudulently appropriates it to some other use. Persons guilty of this offence are liable to seven years' imprisonment.

### 33 A Proposition and Its Acceptance.

A contract is composed of two elements—a proposition and an acceptance. A proposition in some form is the beginning of every contract. One person makes an offer of some kind to another, and if the other person accepts the offer in the *same sense* as made, then there is a contract. But if in accepting he makes any change in the terms, there is no contract. Example: One man offers to sell a horse to another for \$100 cash. The other party says he will buy the horse, but will only give \$85. This is not assenting to the proposition, but is in effect a *new proposition*. Any other change in the terms would have the same effect, as for instance, the second party would say to the first that he would accept the offer but could not pay for three months. There is no *assent* here, no mutual agreement, hence no contract.