

4. (a) Explain how the authority of statutes may be enforced.
- (b) What provisions for their enforcement are contained in the Revised Statutes of Canada and Ontario, and in the Criminal Code?
5. What are the rules governing the construction of by-laws made in pursuance of a statutory power?
6. To what extent is it proper to refer to the preamble of a statute for assistance in construing it?

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CONTRACTS.

*Examiner: M. H. Ludwig.*

1. When will a written agreement within the Statute of Frauds be discharged by a subsequent inconsistent verbal agreement?
2. A. promises to marry B. on the 5th day of September, 1894. He married C. in December, 1893. C. died one month afterwards. B. commenced an action against A. for breach of promise of marriage in March, 1894. On the above facts, can B. sustain the action?
3. The holder of a bill of exchange had given the acceptor time to pay without the drawer's consent; the effect of which was to discharge the drawer. Subsequently the drawer, ignorant that in law he was discharged, promised to pay the bill. Is he liable on his promise? Give reasons.
4. A. untruly states the legal effect of a deed for the purpose of inducing B. to sign it. B. signed it upon the faith of the representation of A. without reading it. Can B. avoid the deed?
5. Can a married woman having no separate estate ratify a contract made before marriage by a person professing to act on her behalf, but having no authority to do so? Why?
6. A married woman owning separate estate entered into a contract in 1887. Her husband died in 1888, and shortly after the death of her husband she sold the property she had when she entered into the contract. Whilst a widow she received a bequest of \$3,000. She married again in 1890. And after the second marriage she bought a house. In 1891, action was brought on the contract. The plaintiff proves the above facts. Is he entitled to judgment? If so, are any or all of above-mentioned assets liable to satisfy the judgment?
7. A., who had agreed to loan B. \$1,000 on mortgage security, paid the \$1,000 to his solicitor, with instructions to take the necessary steps to carry out the loan. After the mortgage was executed, the solicitor paid the \$1,000 to the mortgagor. A. left the mortgage and all the title papers with his solicitor, and the mortgagor paid the interest regularly to the solicitor without objection from B., who paid it to A. When the principal fell due the mortgagor, after having satisfied himself that the mortgage and title deeds were still in the solicitor's possession, paid the solicitor \$1,000, who misappropriated the money. Who must suffer the loss?