

# THE LEGAL NEWS.

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## CURRENT TOPICS AND CASES.

In *Carlill v. Carbolic Smoke Ball Co.* is an example of a contract created by advertisement, and performance of condition stated therein. The defendants, proprietors of a medical preparation called "Carbolic Smoke Ball," issued an advertisement in which they promised to pay £100 reward to any person who contracted the disease known as "influenza," after having used one of the balls, in a certain specified manner and for a certain specified period; and that they had deposited £1000 in a certain bank to show their sincerity in the matter. The plaintiff, upon the faith of the advertisement, purchased one of the balls, and used it in the manner and for the period specified, but nevertheless contracted the influenza. The English Court of Appeal (Dec. 7, 1892) held that the offer in the advertisement, coupled with the performance by the plaintiff of the conditions specified therein, created a valid contract. Lord Justice Lindley said:—"We are dealing with an express promise to pay £100 in certain events. There can be no mistake about that at all. Read this how you will, and twist it about as you will, here is a distinct promise, expressed in language which is unmistakable, that £100 reward will be paid by the Carbolic Smoke Ball Company to any person who contracts influenza after having used the ball three times daily, and so on. \* \* \* The deposit is called in aid by the advertisers as proof of their sincerity in the matter."