

The "Stipulatio," although it came to be applied to many transactions which we have no space to mention in detail here, never lost its ceremonial character. A promise given without being a formal answer to an enquiry from the promisee was nudum pactum; but where the "formal words of style" were employed, the transaction became an act in the law and gave rise to an obligation.

This was the origin of the "Formal" Contract in the law of Rome, which prepared the way for (a) the "Literal," (b) the "Real," and (c) the "Consensual" species in regular order of historical development. Taken together, they constitute beyond all doubt Rome's greatest contribution to the jurisprudence of modern civilization.

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*DAMAGES FOR MENTAL SUFFERING.*

This has been a much debated subject and there is much diversity of judicial opinion thereon. A writer in a recent issue of the *Central Law Journal*, discussing the subject from a somewhat novel and apparently the correct point of view, arrives at the conclusion that an action for mental suffering alone, unaccompanied by physical injury, will lie against a telegraph company when the mental suffering is made the foundation of the action and the damages treated as actual or compensatory. The writer in inquiring into the legal relationship of a telegraph company to the sendee and to the public, states the proposition that the legal status of the company is that of a common carrier of messages which is bound to serve the public with impartiality, and is liable as such in case of either negligence or wilful default. We give our readers the benefit of his research without referring to the numerous authorities which he cites. The article will be found in full in vol. 57 of the journal referred to at page 44. We quote as follows:—

"The legal status of a telegraph company is that of common carrier of messages, bound to serve the public with impartiality, and liable for losses caused by their negligence, or willful default. Some of the earlier cases held telegraph companies liable as insurers, the same as common carriers of freight, but this is not the true rule. The telegraph company owes an active duty to deliver the