

This story turned out to be an absolute fiction; but the distress of mind undergone by Mrs. Wilkinson till the hoax was discovered brought on an illness which for a time endangered her life, and put the plaintiffs to great expense. In answer to questions left to them by the learned judge, the jury found that the defendant spoke the words alleged; that he meant them to be heard and acted on; that they were believed and acted on; that they were false to his knowledge; that Mrs. Wilkinson's illness was the effect of the shock from the words. They assessed the damages at 100*l*.

WRIGHT, J., held that the action was maintainable. The defendant had wilfully done an act calculated to cause, and which had caused physical pain to the female plaintiff, and had infringed her legal right to personal safety. The effect of this act was not too remote to be regarded in law as a consequence for which the defendant was answerable. Judgment for the plaintiffs.

COURT OF APPEAL.

LONDON, 9th March, 1897.

Before LINDLEY, L. J., SMITH, L. J., RIGBY, L. J.

SIMPSON v. HUGHES (32 L. J.)

Contract by letters—Acceptance—Sale of land—Inquiry as to date of purchase—Request that fences should be attended to.

Appeal from a decision of Romer, J. (reported 66 Law J. Rep. Chanc. 143; W. N. (1896) 179).

H. was the owner of freehold land, and his agent wrote to S. offering to sell the land. S. accepted the offer, but added, "I should like to know from what time H. wishes the purchase to date"; and also, "You do not mention the fences, but I should be obliged if they may be seen to at once, as they really need attention."

Romer, J., held that the letter of S. was a complete acceptance of the offer, and from this decision there was an appeal.

Their Lordships dismissed the appeal. They said that the question as to the date of the purchase did not negative the inference that the completion was to be within a reasonable time, there being no date fixed; and there was nothing in that or in the remark as to the fences which introduced a new term, or detracted in any way from the distinct acceptance contained in the former part of the letter.