

the bodily pain incident to the injury, and the apprehension and anxiety thereby induced. In no case has it ever been held that mental anguish alone, unaccompanied by an injury to the person, afforded a ground of action.' Mr. Sedgwick seems to take the same ground. Meas. Dam. 541, note; and app. 551, he says: 'It is evident that the injury here becomes of a very metaphysical character.' Shearman & Redfield say, in their work on Negligence, § 606 b: 'The mental suffering which may be allowed for is only such as arises from the plaintiff's reflections upon what he personally has to endure, or anxiety for his escape.'

"In *Logan v. Western Union Tel. Co.*, 84 Ill. 468, an action by a father against a telegraph company, for negligence in failing to deliver a telegram sent by him to his son summoning the son home to the death-bed of his mother, it was held that the plaintiff was entitled to recover at least nominal damages, including the the price paid the company to send the dispatch. Nothing beyond this was considered.

"Judge Thompson says (Carriers of Passengers, 571): 'Whether mental anguish caused neither by fear nor bodily injury—such for example, as arises from the indignity of ejection from a train without violence—is an element of compensatory damages, is a question upon which the authorities are not quite fully agreed.' 'That injuries done can have no adequate redress in money, or that damages may be difficult of estimation, is no reason why pecuniary relief may not be granted as a compensation.' But this line of cases is different from those of negligence, because in them the act complained of is intentional, although without bodily injury; and besides, there is a physical constraint which amounts to assault or trespass.

"The case of *De May v. Roberts*, ante, 23, is distinguishable from the principal case, perhaps, because although there was no intentional injury, and the injury was wholly to the feelings, yet there was an intentional act, namely, the entry into the house, which under the circumstances was a trespass.

"In the principal case the court added the following judicious warning: 'It should be remarked that great caution ought to be observed in the trial of cases like this, as it will be so easy and natural to confound the corroding grief occasioned by the loss of the parent or

other relative, with the disappointment and regret occasioned by the fault or neglect of the company, for it is only the latter for which a recovery may be had, and the attention of juries might well be called to that fact.' This shows the danger of the holding. It is difficult to draw the line between the grief of bereaved affection and the disappointment occasioned by not being able to attend the funeral."

APPOINTMENTS.

The last issue of the *Canada Gazette* contains the names of twenty-three gentlemen, all of Ontario, appointed by the Deputy of the Governor General, to be Her Majesty's counsel. The following is the list: Richard Martin, Hamilton; Samuel Smith McDonell, Windsor; Hon. Alexander Morris, Toronto; Allen R. Dougall, Belleville; John Charles Rykert, St. Catherines; John Creaser, Owen Sound; Samuel Jonathan Lane, Owen Sound; Thomas Wardlaw Taylor, Toronto; George D'Arcy Boulton, Toronto; Henry Burkett Beard, Woodstock; Byron Moffatt Britton, Kingston; William Lount, Barrie; William H. R. Allison, Picton; Robert Smith, Stratford; Hon. William McDougall, C.B., Ottawa; James Kirkpatrick Kerr, Toronto; Thomas Deacon, Pembroke; Alexander Shaw, Walkerton; George Dean Dickson, Belleville; John McIntyre, Kingston; Adam Hudspeth, Lindsay; John Edward Rose, Toronto; Charles Moss, Toronto.

BREACH OF PROMISE.

[Concluded from p. 268.]

4. *Promises to Marry, as affected by the Statute of Frauds.*—Treating promises to marry like all other contracts, we find old authorities assuming that, where the contract is not to be performed within a year, it is void under the Statute of Frauds unless expressed in writing. Thus, if A., in January, 1880, promises to marry B. in February, 1881, B. cannot feel sure that the engagement binds, unless the promise is put in black and white.

But the latest cases incline to construe the statute so as not to affect promises to marry, but promises in consideration of marriage, such as marriage settlements. Where A. promises to marry B. within thirteen months, two years, etc., such a promise does not come under the