in cases where the contract was one of sale (*a*), of bailment (*b*), for the manufacture of a specific article (*c*), for work and labor with reference to a chattel (*d*), for professional services (*e*), and for the transmission of telegrams (*f*).

IV. It can scarcely be doubted that this arbitrary doctrine is, to some extent at least, one of the inconvenient legacies bequeathed to modern English law by the old technicalities as to form of action. The standpoint of the judges by whose decisions it was established in its present form is indicated unmistakably by the remark of Lord Abinger in *Winterbottom* v. *Wright* (*a*), that the cases in which the law permits a contract to be turned into a tort,

(*a*) *Langridge* v. *Levy* (1837) 2 M. & W. 519, 4 M. & W. 337; *Winterbottom* v. *Wright* (1842) 10 M. & W. 109; *Longmoid* v. *Halliday* (1851) 6 Exch. 761; *George* v. *Skivington* (1869) L.R. 5 Exch. 1, per Cleasby B. "The general principle," remarks a distinguished American judge, "applicable to this class of cases is that a vendor takes on himself no duty or obligation other than that which results from his contract. For a breach of this he is liable only to those with whom he contracted. All others are strangers. The law fastens on him no general or public duty arising out of his contract, for a breach of which he can be held liable to those not in privity with him:" *Davidson* v. *Nichols* (1866) 11 Allen 514, per Bigelow, C.J.

(*b*) *Caledonia R. Co.* v. *Mulholland* (1898) A.C. 216; *Heaven* v. *Pender* (1883) 11 Q.B.D. 503.

(*c*) *Francis* v. *Cockrell* (1870) L.R. 5 Q.B. 184, per Hannen, J., arguendo.

(*d*) *Collis* v. *Selden* (1868) L.R. 3 C.P. 495, where a declaration was held demurrable which alleged that the defendant negligently hung a chandelier in a public house, knowing that the plaintiff and others were likely to be therein and under the chandelier, and that the chandelier unless properly hung, was likely to fall upon and injure them, and that the plaintiff being lawfully in the public house, the chandelier fell upon and injured him. In *Elliott* v. *Hall* (1888) 15 Q.B.D. 315, Grove, J. (p. 321) said that he would have found some difficulty in arriving at the same conclusion as the court came to in this case, but his remark, as the context shews, had no reference to the general principle stated in the text, but merely to the strictness with which the pleadings were construed.

(*e*) *Robertson* v. *Fleming* (1861) 4 Macq. 167, the House of Lords explicitly rejected the doctrine that where A. employs B., a professional man, to do some act professionally, under which, when done, C. would derive a benefit, the negligence of B. in carrying out the instructions of his employer, by reason of which C. loses the contemplated benefit, will render him answerable to C. A recent decision on very similar lines is that a surveyor appointed by a landowner who has procured from another person a loan of money for a purchaser of the land who is under covenant to erect a building thereon, the understanding of the parties being that the money is to be advanced in instalments as the work progresses, owes no duty to the lender to use care in making out the certificates which were to shew that certain stages in the work had been reached, although the advances are made in a reliance on the correctness of those certificates. *Le Lievre* v. *Gould* (1893) 1 Q.B. (C.A.) 493, overruling *Cann* v. *Wilson* (1888) 39 Ch.D. 39, a case of valuation of property with a view to raising money on it.

(*f*) *Dickson* v. *Renter's Tel. Co.* (1877) 2 C.P.D. 62, 3 C.P.D. 1; *Playford* v. *United Kingdom Tel. Co.* (1869) L.R. 4, Q.B. 706; *Feaver* v. *Montreal Tel. Co.* (1873) 23 Upper Can. C.P. 150. The American cases holding a telegraph company liable to a lessee are not based on any denial of the correctness of the general principle relied on in these cases, but merely override it for special reasons. See V. note (*e*), post.

(*a*) 10 M. & W. (1842) 109.