

known their condition, but in this case also the Court did not discuss the question of the manufacturer's liability to third persons.

In *Nelson v. Armour Packing Co.*, 76 Ark. 352, the Court refused recovery to a purchaser from a retailer of canned meats, against the packer on the ground that as the goods were purchased from a middleman, there was no privity of contract between the consumer and the packer and that therefore no warranty of wholesomeness passed to the property, from the packer to the consumer through the latter's vendor. The question of the packer's liability for negligence in the preparation of the goods was not discussed by the Court.

*Uren v. Holt*, [1903] 1 K.B. 610, was an action to recover damages for breach of an implied warranty upon the sale of beer. It was proved that the plaintiff had suffered damage from illness caused by arsenical poisoning by beer purchased and drunk by him at a beer house kept by defendant. The plaintiff's custom was to go to the house and ask for ale, with which he was served in the usual way, but he knew that the house was a tied house at which all the beer sold came from the brewery of the owners of the house, and he went to the house because he preferred their beer.

Held, that the beer was bought by description within the meaning of the Sales of Goods Act, and that under the Act an implied condition arose upon the sale, that the goods should be of merchantable quality, for the breach of which the plaintiff was entitled to recover.

On the general question of the liability of a manufacturer or tradesman to persons other than those directly contracting with him, the following cases may be noted. *Qu. Langridge v. Levy* (1837), 2 M. & W. 519, the father of the plaintiff bargained with the defendant to buy of him a gun, for the use of himself and sons, and the defendant by falsely and fraudulently warranting the said gun to be made by a certain maker and to be a good, safe and secure gun, sold the gun. The gun was not made by the maker as represented, and was unsafe and dangerous and in consequence of its weak and dangerous construction, exploded while in the hands of the plaintiff, injuring him. The Court held that admitting the proposition to be true that no person can sue on a contract but the person with whom the contract is made, still a vendor who has been guilty of fraud or deceit is liable to whomsoever has been injured by that fraud, although not a party to the original contract, provided at least that his use of the article was contemplated by the vendor and that the boy who used the defective gun for whose use the defendant knew it was intended, had a good cause of action.

The case of *George v. Skivington* (1869), L.R. 5 Ex. 1, was an action by a wife, her husband being joined for conformity, against a tradesman who in the course of his business professed to sell a chemical compound made of ingredients known only to him, and by him represented to be fit to be used as a hair wash, without causing injury to the person using it, and to have been carefully compounded by him. The husband thereupon bought a bottle of the hair wash to be used by his wife, as the defendant well knew. The wash was unfit to be used for washing the hair and the wife who used it for that purpose was injured. Held that the wife had a good cause of action, and the defendant was liable.

*Dominion Natural Gas Co. v. Collins*, [1909] A.C. 640, was an action for damages in respect of an accident against the appellant gas company. It