

entitled to recover damages from the vendor for injuries caused by such goods. Thus there is the well-known case of the gun bought by a father for the use of his son, which the vendor represented to be sound, and made by a well-known gun maker, but which proved to be unsound, and not made as represented, and which exploded injuring the son, and the son was held entitled to sue the vendor for damages: *Langridge v. Levy*, 2 M. & W. 519, affirmed in the Exchequer Chamber 4 M. & W. 337. In giving the judgment of the Court of Exchequer in that case Parke, B., said: "We therefore think that as there is fraud, and damages, the result of that fraud, not from an act remote and consequential, but one contemplated by the defendant at the time as one of its results, the party guilty of the fraud is responsible to the party injured.

We do not decide whether this action would have been maintainable if the plaintiff had not known of and acted on, the false representation; nor whether the defendant would have been responsible to a person not within the defendant's contemplation at the time of the sale to whom the gun might have been sold or handed over. We decide that he is responsible in this case for the consequence of his fraud whilst the instrument was in the possession of a person to whom his representation either directly or indirectly communicated, and for whose use he knew it was purchased." That case, therefore, rests on the ground of the fraudulent representation at the time of sale which the defendant knew would be acted on by a person for whose use the gun was bought.

In *George v. Skivington*, L.R. 5 Ex. 1, the plaintiff purchased from the defendant a hair wash for the use of his wife, which had been prepared by the defendant. The vendor represented that the article was fit and proper to be used as a hair wash. In consequence of the unskilful making up of the article damage was done thereby to the plaintiff's wife. The husband and wife sued. It was argued that the action was that of the wife only, and that as there was no privity of contract between her and the defendant, he was not liable to her; but the Court of Exchequer (Kelly, C.B. and Pigott and Cleasby, B.B.) held that the defendant had been guilty of negligence in preparing the wash which he knew was to be used by the female plaintiff, and was liable to her in damages.

In *Priest v. Last* (1903) 2 K.B. 148 (noted ante vol. 39, p. 615), the plaintiff purchased a hot water bottle which proved defective, and his wife was, in consequence scalded, and the plaintiff sued for