

who stand in contractual relations with the manufacturer, can recover from such manufacturer therefor (*b.*)

The leading case on this subject is the English one of *Winterbottom v. Wright*. (*c.*) There the plaintiff, a mail coachman, was injured by the breaking down of a mail coach that the defendant had contracted with the postmaster-general to provide and keep in repair for the carrying of the mail. The coachman was an employee of neither the post office department nor the defendant, but of another person who, also under contract with the postmaster-general, provided the horses and the coachman for conveying the coach. The plaintiff's injury was the result of the defendant's negligence in failing to keep the coach in proper repair. In holding that the plaintiff could not recover, Lord Abinger said: "There is no privity of contract between these parties; and if the plaintiff can sue, every passenger, or even any person passing along the road who was injured by the upsetting of the coach, might bring a similar action. Unless we confine the considerations of such contracts as this to the parties who entered into them, the most absurd and outrageous consequences, to which I can see no limit, would ensue." Alderson, J., in giving his opinion to the same effect, said: "The contract in this case was made with the postmaster-general; and the case is just the same as if he had come to the defendant and ordered a carriage, and had handed it at once over to Atkinson. The only safe rule is to confine the right to recover to those who enter into a contract; if we go one step beyond that, there is no reason why we should not go fifty."

The case of *Collis v. Selden*, (*d.*), in which this question next arose, was an action by the plaintiff to recover from the defendant for injuries that he had received by the falling of a chandelier that the defendant had negligently and improperly hung in a public house. Following the *Winterbottom* case, it was held that the plaintiff could not recover; and the rule enunciated in these cases has been consistently adhered to in subsequent English cases (*e.*)

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(*b.*) *Winterbottom v. Wright*, 10 M. & W. 109, and a number of U.S. decisions cited in Central L.J., p. 321.

(*c.*) *Winterbottom v. Wright*, 10 M. & W. 109.

(*d.*) *Collis v. Selden*, L.R. 3 C.P. 495.

(*e.*) *Heaven v. Pender*, 11 Q.B. Div. 503; *Francis v. Cockrell*, L.R. 5 Q.B. 501; *Blakemore v. Railway Co.*, 8 El. & Bl. 1035; *Longmeid v. Holliday*, 6 Exch. 761.