test by which it can be determined on logical grounds whether the plaintiff was a person to whom the defendant owed a duty to use care, is only inferentially involved. It is evident, however, that the general rule itself which we have been discussing and the rationale of some of the exceptions to it require us to assume the existence of a principle which may be formulated thus:—The mere fact that the defendant, if he had thought at all about the possible consequences of his negligence, must have seen that the dangerous conditions created by such negligence were likely to produce injury to persons coming within categories susceptible of ready ascertainment, will not render him liable for injuries which one of those persons may suffer by reason of the existence of those dangerous conditions (*a*). Some individual judges have undertaken to construct a theory of liability upon lines which would make this likelihood of injury to a particular person the controlling factor in every case (*b*). But the actual decisions cut down the above principle no further than appears in the two next propositions.

(G). Where a chattel is supplied for a specific purpose, whether by a bailment for a valuable consideration or by a sale, a person who is injured by reason of its being unfit for that purpose may, although not privy to the transaction, recover damages from the transferor, if he was informed that

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(*a*) See *Winterbottom* v. *Wright* (1842) 10 M. & W. 109, where the likelihood of injury to any person driving the defective vehicle was manifest; *Langridge* v. *Levy* (1837) 2 M. & W. 519, where the risk of injury to the purchaser's son for whom the gun was bought was obvious to the seller; *Collis* v. *Selden* (1868) L.R. 3 C.P. 495, where the defendant must have seen that any customer of the public house would be endangered by the fall of the chandelier; *Longmeid* v. *Holliday* (1851) 174 6 Exch. 761, where it was clear that, if the lamp exploded it would probably injure some member of the purchaser's household; *Caledonia R. Co.* v. *Mulholland* (1898) A.C. 216, where the servants of the second railway company who would handle the cars were evidently the persons most likely to suffer if the cars were defective.

(*b*) See the formulæ suggested in XII., post. In *Cunnington* v. *Great Northern R. Co.* (1883) 49 L.T.N.S. 392, Brett M.R. defended the decision in *Dickson* v. *Reuter's Tel. Co.*, L.R. 2, C.P.D. 62, 3. C.P.D. 1 on the ground that it would be idle to argue that a telegraph company were bound to come to the conclusion that, whatever telegram they misreported, there must be an injury to the person to whom it was misreported. This comment is not very easy to reconcile with the learned judge's general statement of principles in *Heaven* v. *Pender*, 11 Q.B.D. 503 (see XII., post), which he reiterated in Cunnington's case. That some damage should result is surely a natural consequence of an error in a message. In *Cann* v. *Wilson* (1888) 39 Ch. D. 39, Chitty, J. said that the rationale of *Heaven* v. *Pender* supra, was that the dock-owner had undertaken an obligation towards the plaintiff as being "one of the persons likely to come and do the work." But this is certainly not the theory relied on by the majority of the court. (See F. ante). The remark is therefore merely the expression of an individual opinion, which is still further discredited that the decision in which it was given has been overruled by *Le Lievre* v. *Gould* (1893) Q.B. 493.