

nally confuted by the logic of events since the abolition of that doctrine by the Employers' Liability Act of 1880, his reasoning is rather more likely than not to be unsound. The plain truth, of course, is that the opinion of a lawyer upon the probable operation of economic forces is of just as great or as little value as that of a layman of equal intelligence and with the same knowledge of the subject.

Nor is this all. It is, we think, by no means difficult to shew that the inconveniences to which it is declared that manufacturers and vendors of chattels would be subjected by holding them liable to strangers, are much less serious than the courts would have us suppose. To read the passages in which judges have expatiated upon the withering effects of an extension of liability, one would imagine that a single defect in a chattel might be pregnant with peril to a limitless number of people. Yet a little consideration will shew that a long succession of accidents from any particular imperfection in the same article, though theoretically possible, would be quite inconsistent with the ordinary experience of everyday life. Such a defect almost invariably exhausts its potential capacity for mischief when it has produced its first injury after the article has left the possession of the manufacturer or seller, for, in the normal course of business, the occurrence of a single accident suggests and brings about the disuse of the article or its restoration to a state of good repair. And in any event, after the existence of the defect has been revealed by the infliction of an injury or otherwise, the responsibility for the future condition of the article will upon the undisputed principles of legal causation be shifted to the person in possession. There is no apparent reason, therefore, why the responsibility should not in any event remain with the manufacturer or seller until the defect has been actually brought to light by an accident, or until a duty falls on the person in possession to examine the article for the purpose of ascertaining whether its quality has deteriorated, and there is at least one good reason why this doctrine should prevail. Evidently the present rule will not infrequently so operate that no one at all can be brought to account for injuries caused by a dangerously defective chattel—a situation much more "outrageous" than any of those which have suggested themselves to Lord Abinger and other judges. Such a case arises where the inspection which would have led to a disclosure of the defect is one which it was the duty of the seller to make but which it would be unreasonable to require the purchaser to make, as