

defendant admitted liability to the husband, but contended that he was not liable to the wife. Lush, J., who tried the action, held, that on the finding of the jury, the defendant must be deemed to have known that the horse was unsafe, and that it was his duty to have warned the wife (who was one of the persons defendant must be taken to have contemplated would use the carriage) of the dangerous character of the horse, and that this duty arose independently of contract, and therefore that the defendant was also liable to the wife.—See the next case.

NEGLIGENCE—DANGEROUS ARTICLE—SALE BY MANUFACTURER TO SHOPKEEPER—SALE BY SHOPKEEPER TO PLAINTIFF—DEFECT UNKNOWN TO VENDORS—MEANS OF KNOWLEDGE—LIABILITY OF MANUFACTURER.

Bates v. Batey (1913) 3 K.B. 351. This is a case very similar in its facts to the case of *Hill v. Rice Lewis*,* recently before the Ontario Court. In the present case the defendants manufactured ginger beer which they placed in bottles bought from another firm. They sold the bottled ginger beer to a shopkeeper, from whom the plaintiff bought one bottle. Owing to a defect in this bottle, it burst while the plaintiff was opening it, and injured him. The defendants did not know of the defect, but might have discovered it by the exercise of reasonable care. Horridge, J., who tried the action, held that notwithstanding the defendants might have discovered the defect by the exercise of reasonable care, yet, as they were in fact ignorant of it, they were not liable. The learned judge distinguishes the case from the preceding case on the ground that here the bottle was not in itself dangerous, and, inferentially, he considers a horse is.

RAILWAY—CARRIAGE OF GOODS — GOODS RECEIVED BY RAILWAY
 "SUBJECT TO GENERAL LIEN FOR ANY MONEYS DUE TO THEM
 FROM THE OWNERS OF SUCH GOODS UPON ANY ACCOUNT"—
 STOPPAGE IN TRANSIT—RIGHTS OF CONSIGNOR AS AGAINST
 RAILWAY.

United States Steel Products Co. v. Great Western Ry. Co.
 (1913) 3 K.B. 357. In this case the plaintiffs were the vendors of certain goods which they delivered to the defendant company for carriage to the purchasers. The goods were received

*28 O.L.R. 366.