appeared that the appellants were not occupiers of the premises on which the accident had occurred and had no contractual relations with the plaintiffs, but they had installed a machine on the said premises, and the jury found that the accident was caused by an explosion resulting from gas emitted, owing to the appellants' negligence, through its safety valve direct into the closed premises, instead of into the open air. Held, that the initial negligence having been found against the appellants in respect of an easy and reasonable precaution which they were bound to have taken, they were liable unless they could shew that the true cause of the accident was the act of a subsequent conscious volition, *e.g.*, the tampering with the machine by third parties.

In *White* v. *Steadman*, [1913] 3 K.B. 340, e male plaintiff hired from the defendant, who was a livery stable keeper, a landau with a horse and driver for the purpose of taking a drive. His wife accompanied him in the carriage. The horse shewed considerable signs of restiveness when meeting motor cars, and when passing a traction engine shied and became unmanageable and the carriage was upset and both husband and wife were injured. In an action by the husband and wife to recover damages for the injuries the jury found that the defendant ought to have known, if he had used proper care, that the horse was unsafe to be sent out with the carriage, but that the driver was not negligent. The defendant upon these findings, while admitting liability to the husband, contended that he was not liable to the wife. The Court held that as the defendant ought to have known of the vicious propensity of the horse, he was in the same position as if he had known, and that therefore it was his duty to the wife, whom he must have contemplated would use the carriage, to warn her of the dangerous character of the horse, that this duty arose independently of contract, and that therefore the defendant was liable to the wife.

In *Bates* v. *Batey & Co.*, [1913] 3 K.B. 351, 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 the bottle it burst when the plaintiff was opening it and injured him; the defendants did not know of the defect, but could have discovered it by the exercise of reasonable care. Held, that the defendants were not liable in as much as they did not know of the defect, although they could have discovered it by the exercise of reasonable care.

In this case Horridge, J., referring to the *White* v. *Steadman* case, says at 355: "I do not think that . . . that case can have intended to decide that, where a thing not dangerous in itself becomes dangerous through a defect occasioned by breach of contract in its manufacture or delivery, the person handing it over must be held liable to a third party because, although he did not know, he might by the exercise of reasonable care have known its condition."

A recent case in The Ontario Supreme Court (Appellate Division) is that of *Hill* v. *Rice Lewis & Son* (1913), 12 D.L.R. 588, which held that a retail vendor is not answerable for personal injury sustained by the purchaser of a sealed box of cartridges of a certain description and make, as the result of the box containing one cartridge of a different kind, and of the explosion of the cartridge after it had missed fire because of its being the wrong size, where the plaintiff relied solely on his own judgment and not that of the vendor in making the purchase.