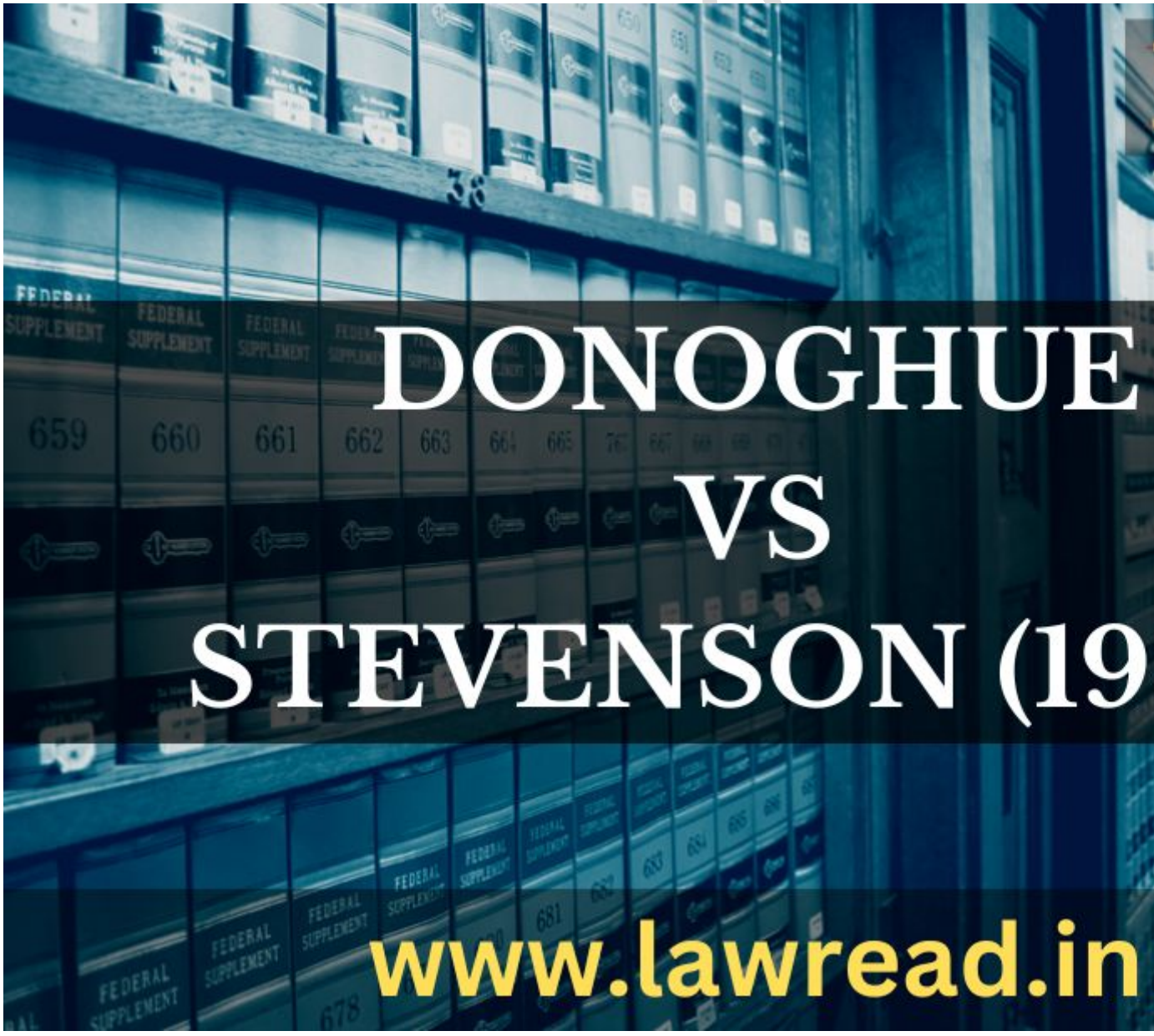
Landmark Judgement

Case Study: Stevenson v. Donoghue



I. Overview

When determining whether there is a duty of care in cases of negligence, the Donoghue v. Stevenson case is crucial. The first prerequisite for a cause of action is the presence of a duty of care owed by the defendant to the complainant. One could argue that this case has had a significant impact on the development of the negligence tort. The decision in this case created the civil law tort of negligence and required companies to uphold a duty of care to their clients. It turned out to be significant because it established that a consumer could file a tort lawsuit against a manufacturer even in the absence of a contract.
Second. The case's facts

On August 26, 1928, Mr. Minchella, a friend of Mrs. Donoghue's, purchased a ginger beer that the defender was selling to the general public. The pursuer and her buddy have no reason to believe that the ginger beer bottle, which was constructed of black opaque glass, contained anything other than aerated water.
After saying this, Mr. Minchella filled a glass with ice cream and some of the ginger beer from the bottle. The pursuer then took a sip from the tumbler. Then, as her friend was emptying the remaining contents of the ginger-beer bottle into the tumbler, a decomposing snail that had been inside the bottle—unbeknownst to the pursuer, her friend, or the aforementioned **Mr. Minchella**—floated out of it.

The pursuer experienced the shock and subsequent illness as a result of the repulsive appearance of the snail in the aforementioned conditions and the toxic state of the snail-tainted ginger beer she drank. The mouth of the aforementioned ginger beer bottle was covered with a metal cap. A label with the name and address of the defender, who was the maker, was adhered to the side of the aforementioned bottle. The pursuer's friend obtained the defender's name and address from this label.
She started legal action against the makers. Since she was not a party to any contracts, she was unable to make a claim for breach of warranty. In the past, in order to prove carelessness, the plaintiff had to show some kind of contractual arrangement, like the sale of a product or an agreement to render a service.
This is predicated on the well-known contract law concept of privity to contract. Only the parties to a contract have the right to sue one another; third parties are not permitted to do so. In this instance, Donoghue was a third party to the deal since his friend purchased the beer. As a result, she started legal action against the manufacturer, Stevenson, which eventually reached the House of Lords.

III. Problems

Did Stevenson owe Donoghue a duty of care?
Was their relationship intimate enough for Stevenson to be legally obligated to use a certain level of caution when performing specific tasks?
Is there a legal obligation on the part of the manufacturer of a beverage product that he sells to a distributor to take reasonable precautions to ensure that the product is free from defects that could endanger health in situations where the distributor, the final buyer, or the consumer cannot find any defects through inspection?

In Mullen v. AG Barr & Co Ltd, which used mice rather than snails and had similar facts to the current case, it was decided that,
"A manufacturer had no duty of care to a consumer when putting a product on the market in the absence of a contract, unless the manufacturer knew that the product was dangerous due to a defect and it was concealed from the consumer (i.e., fraud)."
This case put the aforementioned premise to the test.

IV. Keeping

This case was heard by five lords in the House of Lords, which at the time was Scotland's last civil appeal court. Lord Atkin was among the three who ruled in favor of Mrs. Donoghue's appeal. Lords Thankerton and Macmillan were the other two. The leading judgment is Atkin's ruling.
Lords Buckmaster and Tomlin dismissed the appeal, ruling in favor of defendant Mr. Stevenson that Mrs. Donoghue was not legally owed a duty of care. Donoghue won by an overwhelming vote of 3 to 2.
Consequently, it was decided that
"When a manufacturer of a product meant for human consumption sends it out in a way that indicates he intends for it to reach the final consumer in the form in which it left his factory, with no reasonable possibility of intermediate examination by the retailer or consumer, and with the knowledge that a lack of reasonable care on his part in the preparation of the product may result in injury to the consumer, the manufacturer owes the consumer a duty to take such care and will be liable to the latter in damages if he suffers injury as a result of the failure to do so."

This was decided (by overturning the Second Division's ruling, with dissent from Lord Buckmaster and Lord Tomlin) in a damages action brought against a ginger beer manufacturer by a person who claimed to have been poisoned by ginger beer that she had purchased from a retail dealer in an opaque sealed bottle that had left the manufacturer's premises and contained a decomposing snail.

The George v. Skivington case was upheld, the dicta of **Brett, M.R. in Heaven v. Pender was taken into consideration,** and the rulings of Lord Ormidale and Lord Anderson in Mullen v. **Barr & Co. and M'Gowan v. Barr & Co.** were rejected.

First. The decision's main point

It establishes negligence as a separate and unique tort;

A contractual relationship is not necessary for the establishment of a responsibility;

Manufacturers have an obligation to the customers who plan to use their products.

The injured party always has the burden of proving that the defect that caused the injury was present in the article when it left the hands of the party he is suing, that the defect was caused by that party's negligence, and that the circumstances are such that the defender has an obligation to take care not to injure the pursuer. In a situation like this, there is no presumption of negligence and no reason to apply the res ipsa loquitur maxim. It is necessary to both claim and establish negligence.

Two. The neighbor principle

One noteworthy result of this case is Lord Atkin's neighbor principle. According to Atkin, the principle is as follows:

"You must exercise reasonable caution to refrain from actions or inactions that you can reasonably anticipate could endanger your neighbor. So who is my neighbor in law? People who are directly and intimately impacted by my actions seem to be the answer, therefore when I am [examining these] acts or omissions, I should keep them in [mind].

Third. Justification

As said by Lord Atkin,

"A manufacturer of products that he sells in a way that indicates he intends for them to reach the final consumer in the form in which they left him, with no reasonable possibility of intermediate examination, and with the knowledge that the absence of reasonable care in the preparation or putting up of the products will result in an injury to the consumer's life or property, owes that reasonable care to the consumer."

Atkin based his legal ruling on a higher, moral principle—that is, safeguarding the public's health and interests by using reasonable care.

According to Lord Macmillan, who shared Atkin's viewpoint,

"When someone produces goods for human consumption, he considers and intends for them to be consumed. Because of this, he establishes a relationship with every possible buyer of his goods, which he takes on and wants for his own purposes. As a result, he is obligated to take precautions to prevent hurting them.

As stated by Lord Thankerton, who participated in the majority ruling,
"The consumer is entitled to rely on the exercise of diligence by the manufacturer to ensure that the article shall not be harmful to the consumer because the respondent, in putting his manufactured drink on the market, has purposefully excluded interference with, or examination of, the article by any intermediate handler of the goods between himself and the consumer."

The ruling established the following legal principle: A careless producer of a product with a harmful flaw is accountable to a customer who suffers bodily harm as a result of the product. He has an obligation of care.

Four. Opposition

Lords Buckmaster and Tomlin's dissenting opinion in Donoghue v. Stevenson illustrates the tactics and principles of the Common Law System's traditional ideals.
Lord Buckmaster interpreted the existing cases in a way that was nearly entirely different from Lord Atkin's. He stated that the general rule was that there was no duty of care given to a third party outside of a contract and opened his opinion by cautioning that precedent should prevail rather than flexibly easing the law to bend to the demand for a remedy.
This did not apply to items that were inherently harmful (like firearms) or flaws that the producer was aware of (fraud). After that, he addressed the extremely few cases and said,
"The contested premise must be that, independent of any contract, the manufacturer or repairer of any product owes a duty to any person who uses it lawfully to ensure that it has been created with care. Contractual rights that may exist in subsequent steps from the original manufacturer to the final buyer are ex hypothesi unimportant; all rights in contracts must be removed from examination of this principle. Furthermore, the doctrine cannot be limited to situations in which introducing inspection is challenging or impossible. This idea is only a misapplication of tort law that applies to purchases and sales.

He contended that the established distinction between dangerous and non-dangerous things in the case law would be "meaningless" if the duty of care had always existed in both situations. He considered cases involving physical proximity as falling into a distinct

category.
The following is how Lord Buckmaster prohibited a specific responsibility approach:

"The responsibility, if it exists, must extend to every individual who, in authorized circumstances, utilizes the article manufactured, and the tort concept is entirely outside the region where such considerations apply. Apart from what is required by law or implied by contract, there cannot be any further obligations related to the production of food. If such a duty exists, it should, in my opinion, apply to the construction of all articles, and I fail to see why it shouldn't apply to the building of a house. Why not fifty steps instead of only one?
However, if a house is built carelessly, as it occasionally is, and as a result the ceiling collapses and injures the occupant or anybody else, there is no legal action against the builder under English law, though I think there was a right of this kind under Babylonian law.

In doing so, Buckmaster suggested that it would not be commercially or socially acceptable for manufacturing companies to accept claims from such a broad range of individuals as if a duty were imposed.
A specific duty evaluation was prohibited by Lord Tomlin, who adopted Lord Buckmaster's remarks. He believed that imposing a blanket duty on every maker or repairer of any item would be illogical. The opinions of Lord Buckmaster and Lord Atkin demonstrate the stark division in judicial opinions.

V. Arguments of the Party

First. The argument of the appellant
The appellants contended that the lower Court's conclusion that a manufacturer owed no duty to anyone with whom he had no contractual relationship was unacceptable, unless the manufactured item was dangerous in and of itself or the manufacturer knew it was dangerous due to a defect or another reason. They used the following as the foundation for their arguments:

A manufacturer's obligation to consumers who buy his products through a merchant cannot be so strictly limited.
In certain situations, a connection of responsibility independent of contract may develop when someone performs an action, such as manufacturing a product; the specific circumstances of each case determine the amount of such duty.

Furthermore, a manufacturer was liable to the customer if he failed to take reasonable precautions to ensure that a food or drink item was not harmful when it was placed on the market in a way that prevented the retailer or the consumer from inspecting it.
In this instance, it was impossible for the store or customer to examine the ginger beer bottles because they were opaque, sealed, and labeled before leaving the manufacturer's premises.

Additionally, it was the defender's responsibility to build a safe operational system that prevented snails from entering his ginger beer bottles, including the aforementioned bottle.
For a beverage like ginger beer to be produced for human consumption, such a procedure is typical and normal. The pursuer's illness and shock were directly caused by the defender's culpable failure in these obligations.
Two. Argument from the respondent
Generally speaking, a manufacturer had no obligation to a customer with whom he did not have a contract. There were two well-known exceptions to this rule:

where the article itself posed a risk;
where the maker was aware that the product was hazardous for some reason. The appellant was attempting to add a third exception to the law—that is, commodities meant for human consumption that are sent out by the maker and sold to the consumer in a form that makes investigation impossible—because the current instance did not fit under either of these exceptions.

None of the cases that were reported showed any indication of such an exception. There was no indication that a trap was present in this instance, and there was no justification for distinguishing between food and drink items and other items.
In Heaven v. Pender, Brett, M.R., overstated the concept of culpability; in Le Lievre v. Gould, both he and A. L. Smith, L.J., revised his earlier assertion of the premise. In Heaven v. **Pender, Cotton, L.J., and Bowen, L.J.** provided an accurate explanation of the law.
Hamilton, J., and Lush, J. considered George v. Skivington to be overruled in Blacker v. Lake & Elliot. According to Hamilton, J., the idea was that if A violated his agreement with B to use skill and care in the production of an item, it did not automatically give C the right to sue A if the item caused harm. Insofar as it dealt with obligation to the ultimate user, he considered George v. Skivington to be at odds with Winterbottom v. Wright.9 The appellant was negatively impacted by the overall trend of court rulings.

VI. Examination

It is important to remember that one of the locus classicus cases that should be quoted whenever the question of whether a duty arises in negligence needs to be clarified or referenced is **Donoghue v. Stevenson.**
This decision was reached by an intriguing line of argument. This case serves as an excellent example of how logical reasoning is converted into legal reasoning because, despite

the fact that all judges are attempting to answer the same question, using the same set of facts, and by looking at the same common law represented by previously decided cases, each judge takes a different approach and occasionally arrives at different conclusions.
Many issues concerning the reasons behind each ruling are raised by the two opposing interpretations offered by Lord Atkin and Lord Buckmaster as well as the applicability of the prior case rules.

As Lord Reid stated, "the well-known passage in Lord Atkin's speech should not be treated as if it were a statutory definition," it is crucial to remember that the concept established by Atkin is subject to change just like any other principle. In new situations, qualification will be necessary.
Hedley Byrne v. Heller11, which dealt with economic loss, marked a significant advancement in the **"neighbour principle."** However, another economic loss case known as Caparo Industries v. Dickman has the locus classicus of the **"neighbour test":**

It turns out that, in addition to the foreseeability of harm, any circumstance that gives rise to a duty of care must have a relationship between the party owing the duty and the party to whom it is owed that is defined by the law as one of **"proximity" or "neighborhood,"** and the circumstance must be one in which the court deems it fair, just, and reasonable that the law should impose a duty of a given scope on the one party for the benefit of the other.

Lord Hope went on to say that the fair, just, and reasonable standard will be used to both personal injury claims and situations involving economic damage.