

M'ALISTER (OR DONOGHUE) V STEVENSON [1932] AC 562

House of Lords (United Kingdom) – 26 May 1932

FACTS

Donoghue sought to recover damages from Stevenson, who was a manufacturer of aerated waters, for injuries she suffered from consuming part of the contents of a bottle of ginger beer that had been manufactured by Stevenson. The ginger beer contained the decomposed remains of a snail.

Donoghue alleged that the bottle purchased by a friend was made of dark opaque glass and that she had no reason to suspect that it contained anything but pure ginger beer. Donoghue claimed Stevenson had a duty to provide a system of working his business that would not allow snails to get into ginger-beer bottles, and that it was also his duty to provide an efficient system of inspection of the bottles before the ginger beer was filled into the bottles.

It was finally alleged that Donoghue had failed in both these duties and had so caused the damage to Donoghue.

ISSUES

The Court had to decide the extent of the duty of care that a manufacturer of food owes to consumers of their product when they are not in a contractual relationship with the consumer.

FINDING

The manufacturer of an article of food, medicine or the like, sold by him to a distributor in circumstances which prevent the distributor or the ultimate purchaser or consumer from discovering by inspection any defect, is under a legal duty to the ultimate purchaser or consumer to take reasonable care that the article is free from defect likely to cause injury to health.

QUOTE

Lord Atkin defined the scope of the duty of care which a party may owe in the following terms:

“There must be and is, some general conception of relations giving rise to a duty of care, of which the particular cases found in the books are but instances. The liability for negligence, whether you style it such or treat it as in other systems as a species of “culpa” is no doubt based upon a general public sentiment of moral wrongdoing for which the offender must pay. But acts or omissions which any moral code would censure cannot in a practical world be treated so as to give a right of every person injured by them to demand relief.

The rule that you are to love your neighbour becomes in law, you must not injure your neighbour; and the lawyer’s question who is my neighbour receives a restricted reply. You must take reasonable care to avoid acts or omissions which you can reasonably foresee would be likely to injure your neighbour.

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Who then, in law is my neighbour? The answer seems to be persons who are so closely and directly affected by my act that I ought reasonably to have them in my contemplation as being so affected when I am directing my mind to the acts or omissions which are called in question.” – page 580 of [1932] AC 562

IMPACT

This decision was the first major case where a broad test for determining the existence of a duty of care was stated by a Court.

Eventually the reasoning of Lord Atkin led to the legal principle that the existence of a duty of care was not dependent on the existence of a contractual relationship or a duty of care specifically recognised by the law. Now the circumstances of each particular case are more important in determining whether a duty of care is owed by a contractor or a principal.

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