Introduction

Within English jurisprudence, the case of Donoghue v Stevenson stands as a seminal precedent, profoundly influencing the evolution of the doctrine of negligence. This pivotal 1932 legal decision, emanating from an ostensibly trivial occurrence in a Scottish café, catalyzed a substantial transformation in tort law, with particular emphasis on the refinement and expansion of the duty of care concept.

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Commonly known as: Donoghue v Stevenson

Here is a short video summary of the Donoghue v. Stevenson case:

Facts in Donoghue v Stevenson

On August 26 1928, Mrs Donoghue's friend bought her a ginger-beer from Wellmeadow Café [1] in Paisley. She consumed about half of the bottle, which was made of dark opaque glass, when the remainder of the contents was poured into a tumbler. At this point, the decomposed remains of a snail floated out causing her alleged shock and severe gastro-enteritis.

Mrs Donoghue was not able to claim through breach of warranty of a contract: she was not party to any contract. Therefore, she issued proceedings against Stevenson, the manufacture, which snaked its way up to the House of Lords.

Issues in Donoghue v Stevenson

The question for the HoL was if the manufacturer owed Mrs Donoghue a duty of care in the absence of contractual relations contrary to established case law.[2] Donoghue was effectively a test case to determine if she had a cause of action, not if she was owed compensation for any damages suffered.

The law of negligence at the time was very narrow and was invoked only if there was some established contractual relationship. An earlier case [3], involving two children and floating mice, held that:

Absent a contract, a manufacturer owed no duty of care to a consumer when putting a product on the market except:

If the manufacturer was aware that the product was dangerous because of a defect and it was concealed from the consumer (i.e., fraud); [4] or

The product was danger per se and failed to warn the consumer of this. [5]

Unlike Mullen, which stopped at the Court of Session, Mrs Donoghue took her case to the HoL.

Decision / Outcome of Donoghue v Stevenson

The HoL found for Mrs Donoghue with the leading judgment delivered by Lord Atkin in a 3-2 majority with Buckmaster L and Tomlin L dissenting. The ratio decidendi of the case is not straightforward. Indeed, it could be interpreted as narrow as to establish a duty not to sell opaque bottles of ginger-beer, containing the decomposed remains of a dead snail, to Scottish widows. [6]

Read more broadly, the decision has several components: first, negligence is distinct and separate in tort; second, there does not need to be a contractual relationship for a duty to be established; third, manufacturers owe a duty to the consumers who they intend to use their product. [7]

However, the primary outcome of Donoghue, and what it is best known for, is the further development of the neighbour principle by Lord Atkin, who said: [8]

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. 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 contemplation as being so affected when I am directing my mind to the acts or omissions which are called in question.

Mrs Donoghue had proved her averments that she had a cause of action in law.

Analysis of Donoghue v Stevenson

Donoghue was not the first case to attempt to sever the dependence of negligence on contract; a few years previously, Lord Ormidale in Mullen, said, '. . . it would appear to be reasonable and equitable to hold that, in the circumstances and apart altogether from contract, there exists a relationship of duty as between the maker and the consumer of the beer.' [9] Thus, the doctrine is based in law and morality. The impact of Donoghue on tort law cannot be understated; it was a watershed moment effectively establishing tort as separate from contract law.

However, it is important to remember that Donoghue was a milestone in a new principle which needed refining, as Lord Reid said, '. . . the well known passage in Lord Atkin's speech should, I think, be regarded as a statement of principle. It is not to be treated as if it were a statutory definition. It will require qualification in new circumstances.'[10]

The next major development in the 'neighbour principle' came from Hedley Byrne v Heller [11] which concerned economic loss. However, the locus classicus of the 'neighbour test' is found in another economic loss case called Caparo Industries v Dickman:[12]

What emerges is that, in addition to the foreseeability of damage, necessary ingredients in any situation giving rise to a duty of care are that there should exist between the party owing the duty and the party to whom it is owed a relationship characterised by the law as one of 'proximity' or 'neighbourhood' and that the

situation should be one in which the court considers 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.[13]

Thus, boiled down the requirements are: forseeability, proximity, and fairness (policy considerations). There has been a certain degree of overlap between the requirements with Lord Hoffman stating that the distinctions between them, '. . .somewhat porous but they are probably none the worse for that.'[14]

It was argued unsuccessfully in Mitchell and another v Glasgow City Council15 that because Caparo was concerned with economic loss it had little application to personal injury claims; Lord Hope said that, "….the origins of the fair, just and reasonable test show that its utility is not confined to that category."[16]

The outcome of Donoghue has reverberated through law as a whole. It essentially birthed a new area of law to the benefit and detriment of some. For example, personal injury which is steeped in both statutory duty and the 'neighbour principle'. Indeed, it has grown to the point where there are concerns of an American style 'compensation culture' best expressed by Lord Hobhouse [17] when he linked it to the restriction of the liberty of individuals: 'the pursuit of an unrestrained culture of blame and compensation has many evil consequences and one is certainly the interference with the liberty of the citizen.'[18]

Interestingly, the facts were never tested in Donoghue; we will never know if there was a snail in the bottle.

FAQs

What did donoghue v stevenson establish

Donoghue v Stevenso, established a fundamental principle in English law: the modern concept of negligence, specifically the duty of care. Prior to this case, the law of negligence was largely confined within the bounds of contractual relationships. Donoghue v Stevenson expanded this by establishing that a duty of care could exist independently of a contract.

Who won in donoghue v stevenson

In the case of Donoghue v Stevenson, judgement was made in favor of Mrs. Donoghue. The House of Lords concluded that Mr. Stevenson, the ginger beer manufacturer, bore a duty of care towards Mrs. Donoghue, notwithstanding the absence of a direct contractual relationship between them.

What is the neighbour principle

The neighbour principle states that a person should take reasonable care to avoid acts or omissions which they can reasonably foresee would be likely to injure their "neighbour" - a term that Lord Atkin defined in a broad sense. According to this principle, one's "neighbour" is not just someone who is physically close by, but anyone who could be foreseeably affected by one's actions or inactions.

What was the law on negligence before Donoghue v Stevenson

Before the landmark case of Donoghue v Stevenson in 1932, the law of negligence in English jurisprudence was considerably more limited and primarily tethered to the principles of contract law. The four key characteristics of negligence law prior to this case were:

Contractual Basis: The duty of care was generally recognized only within the confines of a contractual relationship. This meant that if there was no contract between the parties, as in the case of a consumer and a manufacturer who had no direct interaction, the law of negligence typically did not apply.

Privity of Contract: The doctrine of privity of contract was central to negligence law. This doctrine held that only parties to a contract could sue each other for breach. Therefore, if a person was harmed by a product they had not themselves purchased, they had limited legal recourse, as they were not a party to the purchase contract.

Limited Scope: The scope of negligence was narrowly defined and applied. It was largely restricted to specific situations where a duty was clearly established by law, such as in certain professional relationships or in cases involving inherently dangerous activities or products.

Reliance on Established Case Law: The courts relied heavily on established case law, which often did not recognize a duty of care outside of specific, narrowly defined circumstances. This reliance on precedent meant that the development of negligence law was incremental and cautious.

What was the judgement in Donoghue v. Stevenson

In the landmark case of Donoghue v Stevenson (1932), the House of Lords delivered a transformative judgment that reshaped the law of negligence. The court held that Mr. Stevenson, the manufacturer of the ginger beer, owed a duty of care to Mrs. Donoghue, a consumer of his product, even though she had not purchased the bottle herself and thus was not in a contractual relationship with him.

Footnotes

1 Matthew Chapman, 'The Snail and the Ginger Beer: The Singular Case of Donoghue v Stevenson '(Law Report Annual Lecture, 07 July 2010) Available here accessed 07 July 2015.

2 Winterbottom v Wright152 E.R. 402, (1842) 10 M. & W. 109. 3 Mullen v AG Barr & Co Ltd 1929 S.C. 461, 1929 S.L.T. 341. 4 Levy v Langridge 150 E.R. 1458, (1838) 4 M. & W. 337; Frederick Longmeid and Eliza his Wife v Holliday 155 E.R. 752, (1851) 6 Ex. 761. 5 Heaven v Pender (t/a West India Graving Dock Co) (1882-83) L.R. 11 Q.B.D. 503, CA. 6 Julius Stone, The Province and Function of Law: Law as Logic, Justice, and Social Control; A Study in Jurisprudence (1946 Associated General Publications Limited), 187-188; Robert Heuston, 'Donoghue v Stevenson in Retrospect' (1957) 20 MLR 1, 6. 7 M'Alister (or Donoghue) (Pauper) Appellant v Stevenson Respondent 1932 A.C. 562,1932 UKHL 100, 599 (Lord Atkin) and 615 (Lord Macmillan). 8 ibid, 580 (Lord Atkin). 9 Mullen v AG Barr & Co Ltd 1929 S.C. 461, 1929 S.L.T. 341, 471. 10 Dorset Yacht Co. v Home Office 1970 2 W.L.R. 1140, 1970 AC 1004, 1027. 11 1964 A.C. 465, 1963 3 W.L.R. 101. 12 Caparo Industries Plc v Dickman 1990 2 A.C. 605,1990 2 W.L.R. 358; BlythvBirminghamWaterworksCo 156 E.R. 1047, (1856) 11 Ex. 781.b13 Caparo Industries Plc v Dickman 1990 2 A.C. 605,1990 2 W.L.R. 358, 617-618 (Lord Bridge). 14 Sutradhar v Natural Environment Research Council2006 UKHL 33, 2006 4 All E.R. 490, 32. 15 2009 UKHL 11, 2009 1 A.C. 874.b16 ibid, 24. 17 Tomlinson v Congleton Borough Council2003 UKHL 47,2004 1 A.C. 46; Raymond Perry, "Stopping the compensation culture" (2003) M.J. 2003 16; Jeremy Crowther, "A step back in the right direction – a review of the House of Lords decision in Tomlinson v Congleton Borough Council and Others" (2003) 3(3) H. & S.L. 2003 9; Guy Munnoch, "Accidents can happen" (2004) Public F. 18; Liz Booth, "Court of Appeal deals compensation culture a blow" (2007) L.L.I.D, 4; Adams v Ford2012 1 W.L.R. 3211 2012 C.P. Rep. 31, 64 (Arden L.J.).