unless there is something to put him on inquiry, a master is not under any active duty of inspection with regard to an instrumentality not under his control (*e*).

The cases involving the liability of a railway company for defects in a car received from another road have been made to turn upon the question whether they were loaded or empty. Loaded cars, it is said, form a part of the works and machinery of the receiving company, inasmuch as it is not bound to use them in its train if on inspection they are found to be unsafe (*f*). But an isolated empty car on its way to be returned to its owner is a part of the ways, works, or machinery connected with or used in the business of a railroad company which received it loaded (*g*). It

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vant for injuries caused by defects in waggons sent by a railway company to be loaded with coal for carriage, and left at the pit in charge of his servants. Such waggons are not a part of the coalmaster's plant and, even if they are, he is not, under such circumstances, under the duty of inspecting them before allowing the servants to use them. *Robinson* v. *Watson* (1892) 20 Sc. Sess. Cas. (4th ser.) 144. An auctioneer selling goods on the premises of a stranger is not responsible to his servants for the sufficiency of the appliances for bringing forward and removing the goods which are to be sold. *Nelson* v. *Scott* (1892) 19 Sc. Sess. Cas. 425.

(*e*) The failure of a gas company to ask how long a trench dug by the city has been dug, and to tell its employé the length of time, before sending such employé into same to remove gas pipe therefrom, does not render it liable for an injury to the employé caused by the caving in of the trench. *Hughes* v. *Malden & M. Gaslight Co.* (1897) 168 Mass. 395, 47 N.E. 125. The plaintiff, said the court, "had a right to expect that, if the defendant knew of any danger which the plaintiff did not know and ought not to be assumed to know, it would inform him. But no such knowledge on the part of the defendant was shewn. It does not appear to have known anything except what was visible to the eye, or to have been able or bound to infer from what was visible anything which the plaintiff with his experience was not equally able to infer. What more could it have done? There is no reason to suppose that inspection would have disclosed anything beyond the visible facts, and therefore it is not necessary to consider whether the duty of inspection existing with regard to cars received from connecting lines to be forwarded on a railroad would be held to exist in such a case as this." In the absence of any allegation of particular circumstances which would impose the duty of inspecting the fittings of a ship in which a stevedore or other person who has contracted to do work, his servant cannot maintain an action against him for an injury caused by defects in these fittings. *Simpson* v. *Paton* (1896) 23 Sc. Sess. Cas. (4th ser.) 590. In *McLachlan* v. *S. S. Peverel Co.* (1896) 23 Sc. Sess. Cas. (4th ser.) 753, a complaint based on existence of duty to inspect, was held to be demurrable. Lord Young dissented on the ground that the stevedore was not wholly exempt from the duty of supervision and declined to assent to the proposition that there would be no liability if things are wrong, and by proper supervision, without requiring anything out of the way on his part he would have discovered that they were in that condition. See also *Robinson* v. *Watson* (1892) 20 Sc. Sess. Cas. (4th ser.) 144, as stated supra.

(*f*) *Bowers* v. *Connecticut R. Co.* (1894) 162 Mass. 312, 38 N.E. 508, settling this point which was left undecided in the next case cited.

(*g*) *Coffee* v. *New York, N.H. & H.R. Co.* (1891) 155 Mass. 21, 28 N.E. 1128. The court said:—"By the terms 'ways, works or machinery connected with or used in the business of the employer,' we understand something in the place, or means, appliances, or instrumentalities provided by the employer, for doing or