

L. R. 130, cited by defendants' counsel. In that case defendant had agreed to let on hire to plaintiff, by the week, a brougham, horse, and coachman for the use of plaintiff's commercial traveller in taking round samples of goods to customers. Defendant was not told the character of the samples to be carried. While the carriage was being so used, the traveller went to lunch, leaving the carriage and its contents in charge of the coachman, and while he was away the contents of the carriage were stolen with the connivance of the coachman. The coachman had been in defendant's employment for some time and had borne a good character. The Court of Appeal held that defendant had undertaken by his servant to use due care in safeguarding the samples in the temporary absence of the traveller, and would therefore have been liable for the negligence of his servant, acting within the scope of his employment; but that, as the felony of the servant which caused the loss of the samples was an act done outside the scope of his employment, defendant was not liable. The Master of the Rolls in his judgment said: "There was no special contract in this case altering the ordinary rights of the parties as implied by law upon a bailment of this class. Technically it seems to come under the class described as *locatio operis faciendi*. The defendant, though not a common carrier, has come under the ordinary obligations of a person who undertakes for consideration to do the work of carrying the plaintiff's traveller and his goods to such destination as he shall direct. He is bound therefore to bring reasonable care to the execution of every part of the duty accepted. He may perform that duty by servants or personally, and if he employs servants he is as much responsible for all acts done by them within the scope of their employment as he is for his own. But he is not an insurer, and is not answerable for acts done by his servants outside the scope of their employment. Hence he is not responsible for the consequences of the crime committed by the driver in this case, which was clearly outside the scope of his employment, unless it can be shewn that the happening of the crime was due to the defendant's negligence. It is a crime committed by a person who in committing it severed his connexion with his master, and became a stranger, and as the circumstances under which it was committed are known it raises no presumption of negligence in the defendant. He took reasonable care to perform his duty in that he sent out a servant whom he reasonably supposed to be trustworthy to drive the brougham and watch its contents in the traveller's absence, and he was not bound to do more. That an ordinary contract of bailment of this class does not