I. INTRODUCTORY.

1. General doctrine stated.—In this monograph it is proposed to discuss the effect, and define the limits, of a doctrine which may, according to the standpoint from which it is considered, be stated generally in one or other of these three forms:

(1) Where the injury complained of resulted from the tortious conduct of an independent contractor, the rule which is embodied in the maxim, Qui facit per alium facit per se, is not applicable (*a*). Similar statements are also made with regard to the inapplicability, under such circumstances, of the maxim, Respondeat superior (*b*).

(*a*) *Quarman* v. *Burnett* (1840) 6 Mees & W. 509, 9 L.J. Exch. N.S. 308, 4 Jur. 969, per Parke, B.; *Wiswall* v. *Brinson* (1849) 32 N.C. (10 Ired. L.) 554.

(*b*) "The only principle upon which one man can be liable for the wrongful acts of another is, that such a relation exists between them, that the former, whether he be called principal or master, is bound to control the conduct of the latter, whether he be agent or servant. The maxim of the law is: Respondeat superior. It is only applicable in cases where the party sought to be charged stands in the relation of superior to the person whose wrongful act is the ground of complaint." *Blackwall* v. *Wiswall* (1855) 24 Barb. 355. Similar phraseology is found in *Bibb* v. *Norfolk & W.R. Co.* (1891) 87 Va. 711, 14 S.E. 163; *Cincinnati* v. *Stone* (1855) 5 Ohio St. 38; *Du Pratt* v. *Lick* (1869) 38 Cal. 691; *Hilsdorf* v. *St. Louis* (1869) 45 Mo. 94, 100 Am. Dec. 352; *Deford* v. *State* (1868) 30 Md. 179.

"The general principle to be extracted from them [i.e., the authorities] is that a person, either natural or artificial, is not liable for the acts or negligence of another, unless the relation of master and servant or principal and agent exist between them; that, when an injury is done by a party exercising an independent employment, the party employing him is not responsible to the person injured." *Painter* v. *Pittsburgh* (1863) 46 Pa. 213.

"It seems to be settled law that, where one person lets a contract to another to do a particular work, reserving to himself no control over the manner in which the work shall be performed, except that it shall conform to a particular