The mere fact that no accident has happened for several years does not prove that the master ought not to have known there was danger. "Long immunity from accident does not prove absence of carelessness. It may only prove long-continued habitual negligence" (*g*).

In determining the question whether the instrumentality ought to have been inspected by the defendant or his agents, the fact that it was furnished by a competent contractor, or that an express statement as to its condition had been made by such a contractor, under circumstances in which it was apparently justifiable to rely upon his opinion is in England deemed to be conclusive against the inference of negligence (*h*).

(*c*) "*Not remedied.*"—A remedy of a "defect in the condition of the machinery" does not mean putting the machinery in perfect condition for working purposes, but the removal of the source of danger to employés, which may be done by a temporary device, as well as by permanent repairs (*i*).

The failure to stop a machine which is not working properly is a failure to "remedy" its defects (*j*).

Negligence cannot be inferred where a defect came to the knowledge of the master or superior so short a time before the accident that there was not sufficient time to remedy it (*k*).

(*g*) *Thomas* v. *Great Western &c. Co.* (C.A. 1894) 10 Times L.R. 244, reversing decision of Divisional Court.

(*h*) A master is not liable for injuries caused by the fall of a staging which only the day before had been erected by a contractor. He is not, under such circumstances, bound to inspect the staging himself or to employ anyone specially to inspect it. *Kiddle* v. *Lovett* (1885) 16 Q.B.D. 605, per Denman, J. (sitting without a jury). [The master had paid a sum of money to the servant, and was suing the contractor to recover the amount. It was held that he could not maintain the action.] No negligence is proved, where a foreman, relying upon the assurance of a contractor engaged in reinstating a building which had been partially destroyed by fire, that one of the walls had been safely shored up, sends his subordinates back to work near it, after having withdrawn them when he noticed the unsafe condition of the fabric. *Moore* v. *German* (Q.B.D. 1889) 5 Times L.R. 177, 58 L.J. Q.B. 169.

(*i*) *Willey* v. *Boston Electric Light Co.* (1897) 168 Mass. 40, 37 L.R.A. 723, 46 N.E. 395. [Defendant had argued that it was not liable because the defect could not have been permanently remedied before the accident.]

(*j*) *Bacon* v. *Dawes* (Q.B.D. 1887) 3 Times L.R. 557.

(*k*) *Seaboard Mfg. Co.* v. *Woodson* (1891) 94 Ala. 143. [Complaint demurrable which merely alleges that the defect "was known to the superior officers of plaintiff and known to defendant."