

same subject-matter, and determine, in effect, that where the legislative powers of the Dominion and a Province overlap, the statute of the Dominion virtually overrides that of the Province. In the present case the contest was between an assignee for creditors and a bank which had advanced moneys to the assignors on the security of warehouse receipts. These warehouse receipts were invalid under R.S.O., c. 122, but valid under R.S.C., c. 120 (the Dominion Bank Act), then in force; and their lordships determined that the provisions of the Bank Act were *intra vires* of the Dominion, and, in effect, superseded the provisions of the Provincial statute as to warehouse receipts, so far as banks advancing money thereon were concerned. The term "banking" they considered wide enough to include every transaction coming within the legitimate business of a banker. Therefore, as to all matters assigned to the legislative control of the Dominion Parliament, that power may be validly exercised to the fullest extent, although it may have the effect of modifying civil rights in the Provinces. (See *ante infra*, p. 189.)

MASTER AND SERVANT—LIABILITY OF MASTER FOR WRONGFUL ACT OF SERVANT—
SERVANT ACTING WRONGFULLY WITHIN SCOPE OF HIS EMPLOYMENT—LIA-
BILITY OF EMPLOYER FOR ACT OF SUB-CONTRACTOR.

Black v. Christchurch Finance Co., (1894) A.C. 48, was an action brought by the owner of land to recover damages from the defendants, who were adjoining proprietors, for injury to the plaintiff's property by reason of the spreading of a fire from the defendants' to the plaintiff's land. It appeared that the defendants had entered into a contract with one Wright to clear up a large tract of land, and that he had, at their request and with their consent, let the clearing of an additional piece of bush to one Nyman. Nyman, in the course of his employment, and for the purpose of clearing, negligently started the fire, which had spread to and injured the plaintiff's land. The Judicial Committee of the Privy Council held that the defendants were liable, notwithstanding that Nyman had disregarded an express stipulation in the contract relative to the time at which the fire should be lit, and that, so long as Nyman could not be considered a trespasser, the defendants were answerable to third parties for the result of his negligence.