I am not able to accept Mr. Newcombe's contention with respect to the duty owing to the servant by the master in respect of the dangerous condition of the mine when the mine was reopened and the workmen were put to work on blasting. I have seen no reason to change the opinions I have expressed on this subject in Grant v. Acadia Coal Co., 32 Can. S. C. R. 427; McKelvey v. LeRoy Mining Co., Id. 664, and Canada Woollen Mills v. Traplin, 35 Can. S. C. R. 424. In substance they are, that while the master is not necessarily liable for the negligence of the superintendent of his works, he is bound to see that these works are suitable for the operations he carries on at them; and he cannot, by leaving their supervision to his superintendent, escape liability, for the duty is one of which he cannot divest himself.

In other words, I hold that the right of the master, whether incorporated or not, to invoke the doctrine of common employment as a release from negligence for which he otherwise would be liable cannot be extended to cases arising out of neglect of the master's primary and indefeasible duty of providing, in the first instance, at least fit and proper places for the workmen to work in, and a fit and proper system and suitable materials under and with which to work. Such a duty cannot be got rid of by delegating it to others.

The case of Bartonshill Coal Co. v. Reid, 3 Macqueen's App. Cases 300, was cited in support of the general proposition that a master employing competent servants and supplying proper materials to enable them to carry on the work, was not liable for injuries caused by the negligence of one of his servants to another while they were engaged in their common work.

But in giving his careful and elaborate opinion in that case, an opinion which Lord Chancellor Chelmsford said, in the next following case of the same volume, Bartonshill Coal Co. v. McGuire, at p. 306, had his entire concurrence, Lord Cranworth was at pains to point out the broad distincion between the exemption of the master from liability arising out of the carelessness or negligence of one fellow-servant causing injury to another, and the liability of the master for injuries to his servant arising out of his failure to discharge the duty the law throws upon him of providing a fit and proper place in which his workmen are engaged at work. Whether he has or has not discharged his duty in this regard, will be in all cases a question of fact. Mere proof that he