In *Pickard* v. *Smith*, the defendant was the owner of a coal-cellar opening by a trap door in a platform where passengers by a railway might lawfully walk up to the highway. He employed a coal merchant to deliver coals into the cellar through this opening. The servants of the coal merchant neglected to fence the opening, and by reason of this a passer by was injured. The owner was held liable, although the parties guilty of negligence were the servants of an independent contractor.

The following rule was laid down in that case:

Williams, J., said: "Unquestionably no one can be made liable for an act or breach of duty, unless it be traceable to himself or his servant or servants in the course of his or her employment. consequently if an independent contractor is employed to do a lawful act, and in the course of the work he or his servants commit some casual act of wrong or negligence, the employer is not answerable.

The rule is, however, inapplicable to cases in which the act which occasions the injury is one which the employer is employed to do; nor, by a parity of reasoning, to cases in which the contractor is entrusted with the performance of a duty incumbent upon his employer, and neglects its fulfilment, whereby an injury is occasioned."

"If the performance of the duty be omitted, the fact of his having entrusted it to a person who has neglected it, furnishes no excuse either in good sense or law."

"Liability for collateral negligence depends entirely upon the existence of the relation of master and servant between the employer and the person actually in default, according to the well-known exposition of the law in *Quarman* v. *Burnett*."

"Liability for doing an improper act depends upon the order given to do that thing; and the liability for the omission to do something depends entirely on the extent to which a duty is imposed to cause that thing to be done; and in the two last cases, it is quite immaterial whether the actual actors are servants or not."

In *Dalton* v. *Angus*, Lord Blackburn said (p. 829): "Ever