

12. Independence of contract usually inferable where it is for the performance of an entire piece of work at a specified price.
- 12a. Liability arising from the employment of a tug.
  - (a) *English doctrine as to the relation between the owner of a tug and its tow.*
  - (b) *American doctrine.*
  - (c) *Liability of Harbour Commissioners.*
13. Liability arising out of certain other contracts of an independent nature.
14. Reservation of a limited power of control, effect of.
15. Effect of clauses relating to the supervision of the work.
16. Effect of clauses providing that the work shall be done under the direction of the employer.
17. Effect of other clauses.
18. Reservation of a full power of control, effect of. Generally.
19. Independence of contractor when negatived by the specific terms of the contract.
20. --by the provisions of a statute applicable to the circumstances.
21. --by direct evidence that the employer exercised control over the work.
22. --by the character of the stipulated work.
23. --by the fact that the employment was general.
24. --by the partition of the work among several contractors.
25. Nature of contract determined with reference to the degree of skill required for the work.
26. --the existence or absence of an obligation to perform the work in person.
27. --the reservation of a right to terminate the contract of employment.
28. --the surrender or retention of the control of the premises on which the stipulated work was done.
  - (a) *Control surrendered.*
  - (b) *Control retained.*
29. --the footing on which the compensation of the employee is calculated.
30. --the pecuniary circumstances of the person employed.
31. --a provision in the contract that the employer shall be indemnified for all losses caused by the negligence of the person employed.
32. --the use of the contractor's appliances by the employer.
33. --the fact that the employer is to furnish the appliances or materials for the work.