delegating its performance to a contractor, rid himself of the duty": *Hardaker* v. *Idle District Council* (1896) 1 Q.B. 335, 344.

But where the work is such that if properly done it can occasion no risk of injury to others and no restrictions are imposed by law upon the execution of it, then the contractor and not the employer is responsible for injuries to strangers from the negligent execution of the work. (Addison on Torts, 8th ed. 133). Thus, where a butcher employed a licensed drover in the way of his ordinary calling to drive a bullock from Smithfield to the butcher's slaughter-house, and the drover negligently sent an inexperienced boy with the bullock, who drove the beast into the plaintiff's shewroom, where it broke several marble chimney-pieces, it was held that the butcher was not answerable for the damage: *Milligan* v. *Wedge*, 12 Ad. & E. 737.

Among the earlier cases the most important, probably, is *Quarman* v. *Burnett* (1840) 6 M. & W. 499. The defendants in this case hired horses and a coachman from one M., and provided their own carriage and livery for the coachman, who received regular wages from M., and two shillings a week from the defendants.

An accident happened owing to the negligence of the coachman in leaving the horses without any one to hold them while he went into the house of the defendants to leave his livery there after returning from a drive. The horses bolted and the plaintiff was injured. The defendants were held not liable, as the coachman was not their servant, but the servant of an independent contractor.

III. Exceptions to the General Rule.

Several exceptions have been grafted upon this general rule, and the tendency in modern times is rather in the direction of extending the liability of the principal.

The germs of all these exceptions may be found in the judgments in *Pickard* v. *Smith* (1861) 10 C.B.N.S. 470, and *Dalton* v. *Angus*, [1881] 6 A.C. 740.