

necessary precautions to ensure that the duty should be performed."

"The absolute character of the duty being once established, the question is not by whose hand an unsuccessful attempt was made, whether that of the party himself, of his servant, or of an 'independent contractor,' whether the duty has been adequately performed or not. If it has, there is nothing more to be considered, and liability, if any, must be sought in some other quarter. If not, the non-performance in itself, not the causes or conditions of non-performance, is the ground of liability": Pollock on Torts, 7th ed. p. 73.

V. Cases illustrating the law applicable to Casual or Collateral Negligence.

It will be remembered that Lord Blackburn in his judgment in *Dalton v. Angus* (supra) states that one "employing another is not responsible for his collateral negligence unless the relation of master and servant existed between them. So that a person employing a contractor to do work is not liable for the negligence of the contractor or his servants."

What then is the "collateral" or "casual" negligence referred to? The following cases suggest an answer:—

In *Reedie v. London & N.W. Ry. Co.* (1849) 4 Ex. 244, defendant company agreed with certain contractors for the construction of a line; the company to have the general right of superintending the work, and the power of dismissing incompetent workmen. The plaintiff's husband was passing under a bridge which was being constructed under the contract, and was killed by a large stone which, owing to the carelessness of one of the contractors' workmen fell on him from above. It was held that the company was not liable, as the workman was not their servant, but the servant of the independent contractor.

This case is sometimes given as an illustration of non-liability for collateral or casual negligence: (see Ringwood on Torts, 4th ed. p. 237.) But it is obvious from a consideration of it that that question did not arise there. The ground of the