for much wider propositions. Construed in this manner it simply means that the doctrine of *Indermaur* v. *Dames*, (*b*) which obliges the owner of premises to use care to keep them in safe condition for the use of workmen who enter therein to do something in which he is interested, even though they are not directly employed by him, is also the measure of his duty with regard to any chattels which he may furnish them to facilitate their work (*c*).

The decision shews that it is less easy to divest oneself of responsibility for the condition of a chattel where it is transferred by way of bailment than where it is transferred by sale (*d*). How long that responsibility remains with a bailor under the circumstances shown is a point left in uncertainty by the opinion of Cotton, L.J., but from the stress which he lays on the fact that the appliance was furnished for "immediate use," as well as from the language used by the Lords Justices in *Hopkins* v. *Great Eastern R. Co.*, (*e*) it seems a legitimate inference, that the bailor would be held answerable until the bailee discovered that the appliance was defective or, failing such discovery, until such time as duty arose on his part, to subject it to a reasonably careful examination.

The essential grounds of distinction between *Heaven* v. *Pender* and the recent ruling in *Caledonia R. Co.* v. *Mulholland* (*f*) are not easy to define. It was held in the latter case that an arrangement by which one carrier, A., after transporting goods to the point specified in his agreement with the shipper, allows a connecting carrier, B., for his own convenience, to draw the vehicles with their loads to a place designated by the party to

(*b*) L.R. 1 C.P. 274.

(*c*) In a recent case Lord Herschell made the following remarks with regard to this decision: "The plaintiff was there upon the invitation of the dock company; and, although it is true that this staging was used for painting a ship, it was part of the appliances supplied by the dock company for purposes connected with the carrying on of their business. It was one of their facilities given by which they induced vessels to use their docks that they did supply these appliances." *Caledonia R. Co.* v. *Mulholland* (1898) A.C. 216 (p. 227). See also *Membery* v. *Great Western R. Co.* (1889) 14 App. Cas. 179, where, however, the decision went off on other points. In a passage of his opinion in *Scholes* v. *Brook* (1891) 63 L.T.N.S. 837, Romer, J. took occasion to remark that an invitation to advance money to take shares on a valuation does not fall under the same principle as an invitation to enter premises.

(*d*) See the cases cited in the notes to III. which all assume that, as regards strangers, the vendor's liability ceases, when the transfer of the chattel is complete, unless he can be held for one of the special reasons afterwards commented on in sections IV., et seq.

(*e*) 60 J.P. (1896) 86.

(*f*) (1898) A.C. 216.