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COLLATERAL OR CASUAL NEGLIGENCE.

LIABILITY OF A PRINCIPAL FOR THE NEGLIGENT ACTS OF A CONTRACTOR OR HIS SERVANTS.

- I. Definition of "Independent Contractor."
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The Courts have shewn a tendency in recent decisions to extend the liability of the principal in some cases of negligence by contractors or their servants. The development of the law in this respect will be traced in the following summary of the cases, dealing especially with what is known as "casual" or "collateral" negligence.

I. Definition of "Independent Contractor."

"An independent contractor is one who undertakes to produce a given result, but so that in the actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before-hand": Pollock p. 72.

The following definition by Lord Bramwell is familiar:

"If there is a contract between them (i.e., employer and workman) so that the person doing the work, or doing the act complained of, has a right to say to the employer, 'I will agree to do it, but I shall do it after my own fashion; I shall begin the