

clusive, unless the circumstances are such that only a single inference can reasonably be drawn from them.² The essence of the

by any unforeseen event in connection with the employers' business; the record shews no obligation, express or implied, upon them to deliver the paper elsewhere than in North Glastonbury, nor that the journey thence to Hartford, even if successfully accomplished, would have been for their advantage or profit; it was not connected with, did not grow out of, did not contribute to, the successful completion of their business. When therefore the servant accepted instructions from Taylor and became a carrier of merchandise for him to and from a railroad station in an adjoining town, he temporarily threw off his employers' authority, abandoned their business and left their service."

In *Patterson v. Kates* (1907) 152 Fed. 481, defendant's automobile broke down while he, on a journey from A. to P., and was left in charge of his driver, with directions to repair it and bring it on to P. While waiting for the ferry at a river he consented to convey a third person to a place about a mile back on the road, and while making this trip negligently ran the machine into a vehicle, a horse and buggy on the highway, by which plaintiffs were injured. Held, that the defendant was not liable as "the driver had temporarily abandoned his employment, and had gone off upon an expedition of his own, for a purpose in no way connected with his duty, but on the contrary opposed thereto."

In *Wills v. Belle Ewart Ice Co.* (1905) 12 Ont. L.R. 526, the driver of the defendants' ice-wagon, after delivering their ice along his prescribed route, instead of returning to the company's barns, got drunk, and some hours after he was due to return, and while driving out of his homeward course ran over plaintiff. Held, by Boyd, Ch., that the defendants were not liable.

In *Johnson v. Pritchard* (1887) 8 New So. Wales, L.R. 6, the defendant, a contractor engaged upon certain works, kept a horse and buggy for his private convenience, and not for use in the course of his employment. While he was temporarily absent, his manager, whom he left in charge of the works, used the vehicle without the contractor's knowledge or consent. One evening after calling at the works, he was on his way home, and meeting a friend drove with him to a public house. While they were in the house, the horse bolted and injured the plaintiff. Held (1), that the horse and buggy had not been entrusted to the manager in pursuance of the defendant's business, or for the execution of the defendant's orders; and (2) that assuming that they had been so entrusted, the defendant was not liable, for the reason that, when the accident occurred, the manager was not acting in the course of defendant's employment, but was pursuing his own private ends.

²In *Sleath v. Wilson* (1839) 9 C. & P. 607, S.C. sub. nom. *Sleath v. Wilson*, 2 M & Rob. 181, where a servant who had been sent to put up his master's horses at certain stables, made a detour for the purpose of