torts which are covered by the descriptive epithets "collateral" and "casual," as used in the second form of statement, are identical with those which fall outside the scope of the exceptive clauses in the third.

The doctrine thus enunciated is a protection to a principal contractor in any case where the sole cause of the injury complained of was the negligent or otherwise wrongful act of a sub-

able." *Wabash, St. L. & P.R. Co.* v. *Farver* (1887) 111 Ind. 195, 60 Am. Rep. 696, 12 N.E. 296.

"When a contractor takes entire control of a work, the employer having no right of supervision or interference, the employer, if he is not negligent in his selection, is not liable to third parties for the contractor's want of care in the performance of it." *Lancaster Ave. Improv. Co.* v. *Rhoads* (1887) 116 Pa. 377, 2 Am. St. Rep. 608, 9 Atl. 852.

"If damage result from the manner in which a contractor chooses to execute a perfectly valid contract without the proprietor's interference or direction, the latter is not responsible." *Davie* v. *Levy* (1887) 39 La. Ann. 551, 4 Am. St. Rep. 225, 2 So. 395.

"It is well settled that, where the independent contractor and the contractee contract for the performance of work that is lawful in itself, and the work is performed in an unlawful manner, either by the wrongful or negligent execution of the work, and resulting in injury to others, the contractee is not liable in damages to such persons for the injury." *James* v. *McMinimy* (1892) 93 Ky. 471, 40 Am. St. Rep. 200, 20 S.W. 435.

"The great weight of the modern decisions upon this question establishes the rule that where the relation of independent contractor exists as to the use of real property, and the party employed is skilled in the performance of the duty he undertakes, and the thing directed to be done is not in itself a nuisance, or will not necessarily result in a nuisance, the injury resulting not from the fact that the work is done, but from the negligent manner of doing it by the contractor or his servants, the owner cannot be made to respond in damages." *Robinson* v. *Webb* (1875) 11 Bush 464.

"If the work to be done is committed to a contractor to be done in his own way, and is one from which, if properly done, no injurious consequences to third persons can arise, then the contractor is liable for the negligent performance of the work." *Bailey* v. *Troy & B.R. Co.* (1883) 57 Vt. 252, 52 Am. Rep. 129.

"The employer is not liable either for the fault or for the negligence of the independent contractor unless he expressly directed the wrongful or improper act." Lord Gifford in *Stephens* v. *Thurso Police Comrs.* (1876) 3 Sc. Sess. Cas. 4th series, 535.

Where parties enter into a contract which is in itself lawful, and the contractor, in carrying on his work does anything injurious to another, he alone is responsible. *Woodhill* v. *Great Western R. Co.* (1855) 4 U.C.C.P. 449.

"The general rule is, that one who has contracted with a competent and fit person, exercising an independent employment, to do a piece of work, not in itself unlawful or attended with danger to others, according to the contractor's own methods, and without his being subject to control, except as to the results of his work, will not be answerable for the wrongs of such contractor, his sub-contractors, or his servants, committed in the prosecution of such work." 1 Thomp. Neg. 1st ed. s. 22, p. 899; 2nd ed. s. 621, cited with approval in several cases; *e.g.*, *Fink* v. *Missouri Furnace Co.* (1884) 82, Mo. 276, 283, 52 Am. Rep. 376.

Under the plea of the general issue alone, there is no error in charging to the effect that, "where one has a lawful work to do, and employs another, who has an independent business of his own including work of that class, to do it, and where the employer does not himself exercise any direction as to how it shall be done, he is not responsible for any wrongs that the employee may commit in the course of the work." *Harrison* v. *Kiser* (1887) 79 Ga. 588, 4 S.E. 320.