turn contracted with another to do the job, who again contracted with still another to furnish the materials. The servant of the last sub-contractor brought a quantity of lime to the house and left it on the road, by which the plaintiff's carriage was overturned and plaintiff injured. Under this state of facts, the court unanimously held, that he who had work going on for his benefit, and on his premises, was civilly answerable for the acts of those engaged in this work. The reason of the decision was, that it should be intended by the court, that he had control over all persons who worked on his premises, and he should not be allowed to discharge himself from that intendment of law by any contract of his own. Eyre, C.J., had misgivings as to the decision, feeling a difficulty in stating the precise principle on which the judgment was founded, yet he was satisfied with the opinion of his brothers. The ratio decidendi, in this case, proceeded rather upon the argumentum ab inconvenienti, than sound legal principle —that the remedy should be obvious, and the person injured compelled only to look to the owner of the house and not to enter into the concerns between that owner and other persons.

In 1826, the question was again carefully considered in *Laugher* v. *Pointer* 5 B. & C. p. 547, all of the authorities having been exhaustively reviewed. In this case, the owner of a carriage hired a stable keeper a pair of horses to draw it for a day, the owner of the horses providing the driver, through whose negligent driving injury was done to a horse belonging to a third party. The court was equally divided, Abbott, C.J., and Littledale, J., holding that the owner of the carriage was not liable, Bayley and Holroyd, JJ., contra. Thus the law stood until 1840, when *Bush* v. *Steinman* was over-ruled by *Quarman* v. *Burnett*, 6 M. & W. 499. The facts in the last named case were similar to those in *Laugher* v. *Pointer*. Parke, B., in delivering judgment, said :— "Upon the principle that qui facit per alium facit per se, the master is responsible for the acts of his servant ; * * * and whether such servant has been appointed by the master directly, or intermediately through the intervention of an agent authorized by him to appoint servants for him, can make no difference. But the liability, by virtue of the principle of relation of master and servant, must cease where the relation itself ceases to exist ; and no other person than the master of such servant can be liable, on the simple ground, that the servant is the servant of another, and