two distinct businesses, and a person employed in one of them is injured by the negligence of a person employed in the other. It is not necessary to answer that suggestion, for this is a different case; here the plaintiff was clearly acting for the brewery, and that makes it a case of common employment. For what is there in the present case? The plaintiff is bringing in coals which are necessarily brought under the flap; he knew that other persons were employed above; the coals were necessary for the brewery, and there was an employment of the plaintiff in the business of the brewery, and the risk was one to which he naturally exposed himself. When once we have the fact that the plaintiff was a servant of defendants, it comes within all the decisions to hold that he was in a common employment with the person through whose negligence he was injured. To constitute a common employment the two persons need not be working at the same thing at the same time. *Wilson* v. *Merry*, *ubi sup.*, where the negligence which caused the injury had occurred some time before, shows that it is not necessary that the two persons should be working together; if there is a common employment such that the servant must know that the master would employ other persons to the risk of whose negligence he would be exposed, that is enough to prevent his recovering. Another objection taken was that this was a danger which the plaintiff could not foresee; but the plaintiff must have known that other persons were employed, and I should say that the danger of the flap falling was a danger with reference to which he must be taken to have contracted. Whether the exception to the general rule as to liability for negligence which prevents him from recovering is a good one in point of policy is a question with which we have nothing to do. If it is bad it is for the Legislature to remedy the evil; and we should do great harm if we were to draw minute distinctions in order to avoid hardship in individual cases.

THESIGER, L. J. I am also of opinion that the judgment of Lopes, J., ought to be affirmed. The starting point is a question of fact, whether the plaintiff was the servant of the defendants or not. If that question were answered in the negative, I should hesitate to apply the case of *Woodley* v. *The Metropolitan District Ry. Co.*, *ubi sup.*, and say that the plaintiff undertook the risk; but it is unnecessary to consider this, because in my opinion Lopes, J., was justified in finding as he did, or at least there was sufficient evidence on which he could find. The facts have been dealt with by Brett, L. J. Ansell said he was servant to the defendants, and he engaged other workmen who were not the servants of Ansell, to be paid and discharged by him; they were paid a lump sum by the defendants, but that sum was divided among them. It was stated that Ansell could not discharge the plaintiff without asking the defendants; if so, the case is undistinguishable from *Morgan* v. *The Vale of Neath Railway Co.*, *ubi sup.* There it was argued that the rule as to common employment only applied where the employment as to its immediate object was common; but it was held that that argument was not well founded; and it was laid down clearly by Blackburn, J., in the Court of Queen's Bench, and upheld in the Exchequer Chamber, that if there is one general object which brings the servants into contact so that they are exposed to risk, the master is free from liability. On the facts there it was held that the nature of the carpenter's duty was such as necessarily to bring him into contact with the traffic on the line. How is that distinguishable from the present case? There was a general object here, for the work was all being done for the purposes of the brewery. The coals were for the brewery It was necessary for the plaintiff to go up the steps, and the flap had to be raised. Just as the man on the ladder, in *Morgan* v. *The Vale of Neath Railway Co.*, was brought into contact with the porters who were engaged in shifting the engine, so here the plaintiff was necessarily brought into contact with the person who was moving the barrels. If so, the principle of that case applies. I do not think the particular risk which causes the injury must be known to the servant as a matter of fact in order to exempt the master; but the case is within the rule, if he might have known of t and he must be taken to have contemplated it. Though in fact he was not aware of the danger, this does not make the master liable. I think, therefore, that the judgment ought to be affirmed.

COTTON, L. J. I wish to add a word to avoid misapprehension. What I said was that,