

Admiral, to Sir E. Codrington before the battle of Navarino. This however is irrelevant, for potmen, like other men, whatever their actual motives and intentions, are presumed to intend the natural consequences of their acts; and, for the purpose of the legal consequences, the statement that the potman incited the dog to attack the plaintiff must be taken as correct. Can this incitement be regarded as a new and independent act? The potman having once loosed the dog, were his words, so to speak, severable from his manual act, and of neither more nor less account than if they had been uttered by some equally imprudent bystander? Finally, do the answers to these questions make any difference to the result? On these points we find a remarkable divergence of judicial opinions. It is very true that the fatal words "Go it, Bob" are not expressly commented on by any one of the five learned judges, and were tacitly held immaterial by three of them. Stranger still, Mr. Beven has nothing to say of them after stating them as part of the facts. We shall shew, nevertheless, that everything turns or may turn on them.

All we are told of the County Court judge's judgment is that he treated the potman's conduct, apparently taking it all in the lump, as being "in fact as assault, for which the defendant was not liable," and so nonsuited the plaintiff. Channel, J., was of opinion that "the potman's act amounted to nothing more than a foolish and wanton act done in neglect of his duty to keep the dog safe," and that the defendant was responsible for such a dereliction as being "in the course of" the potman's "employment," but that the question should have been dealt with as a question of fact. Now we must observe on this head that, first, apparently no fact was in dispute; secondly, the test of course of employment is not applicable to duties which extend beyond the acts and defaults of a man's own servants, as this duty certainly does: see *Penny v. Wimbledon Urban Council*, [1899] 2 Q.B. 72, 66 L.J.Q.B. 704. It is clearly not arguable that the owner of a dangerous beast can escape responsibility by making arrangements for its custody with an "independent contractor." What the effect of a bailment for a term might be shall not be discussed here, though we rather think a medieval court would