have no charge of, nor responsibility for, the work done on a vessel at all. They are employed for entirely different purposes. Their duties are very well explained in the passage in Bell's Principles which was cited to us (sec. 449). The pursuer's accident being one that happened on board the vessel, the defenders as managing owners cannot be responsible therefor.

Coming to the question of the relevancy of the averments of accident, I must say that I have never seen a record so bad as this in the way of want of specification.

[*His Lordship then proceeded to deal with a point on which the case is not reported.*]

LORD ARDWALL—I agree. I think that the first ground on which your Lordship's opinion proceeds is sufficient for the decision of the case, but I also agree that on the facts stated the pursuer's case is irrelevant.

With reference to the first point, that the action is not relevant as directed against the present defenders, the pursuer avers that the defenders Hogarth & Son were "managing owners" of the vessel on board which the accident took place—in other words, that they were agents acting on behalf of the owners. Further, an excerpt from the Register of Shipping is produced by which we see that the owners of the whole 64 shares of the "Baron Herries" were the Kelvin Shipping Company, Limited. It is therefore clear that Hogarth & Son were nothing more than managers or agents for this company.

In these circumstances it is of course possible that a relevant case might have been made against the defenders, but it could only have been on the ground of personal fault. There are only two grounds of liability in an action of damages for personal injury such as this—one is that there is personal fault on the part of the defender, and the other that there is vicarious fault, an employer being held liable for the fault of those in his employment. The first ground of liability is not alleged in this case, and as regards the second ground we find that the owners, who were the employers, and who alone could be held vicariously liable for the fault of their employees, are not called as defenders.

Now, since this particular action could only be relevantly directed against the person directly in fault, or the owners of the vessel, there is clearly no case against Hogarth & Son, the defenders, who were merely managers or agents for the owners.

LORD ORMIDALE—I entirely concur.

LORD DUNDAS was absent, and LORD SALVESEN was sitting in the Lands Valuation Appeal Court.

The Court dismissed the action.

Counsel for Pursuer—M'Kechnie, K.C.—A. A. Fraser. Agents—Weir & Macgregor, S.S.C.

Counsel for Defenders—Sandeman, K.C.—J. Stevenson. Agent—Campbell Faill, S.S.C.

HOUSE OF LORDS.

Thursday, March 16.

(Before the Lord Chancellor (Loreburn), Lord Kinnear, Lord Atkinson, and Lord Shaw.)

RIDDELL *v.* GLASGOW CORPORATION.

(In the Court of Session, May 18, 1910, 47 S.L.R. 630, and 1910 S.C. 693.)

Reparation—Slander—Master and Servant—Liability of Master for Slander of Servant—Course of Employment.

In an action of damages for slander raised by the wife of the tenant of a house in a city, pursuer, against the corporation of the city, defenders, *held* that a tax-collector whose duties included "the collection of the police assessments payable by the pursuer's husband and the granting of receipts therefor," and who consequently had to consider what credits the payee was entitled to, was not acting within the scope of his employment in accusing the pursuer of altering and forging a receipt entitling to a credit, so as to render the corporation, his employers, liable in damages for slander. *Per* the Lord Chancellor—"I do not see that he (the tax-collector) had any authority to express an opinion."

This case is reported *ante ut supra.*

The Glasgow Corporation, defenders and reclaimers, appealed to the House of Lords.

LORD CHANCELLOR—This is an action for slander against the Corporation of Glasgow in respect of certain utterances on the part of a person in their employment, and I take his position as it is stated in the third condescendence that he "was in the service of the Corporation" as a tax collector, and "his duties included the collection of the police assessments payable by the pursuer's husband and the granting of receipts therefor." That was his position; and his duty was to go to the house where these people resided for the purpose of discharging that duty. While there he seems to have made a charge of forgery against the wife of the ratepayer. The point is whether or not the Corporation of Glasgow are liable in damages for that slander.

Now I see no difference whatever in principle between an oral and a written slander, and I think that point was not made by Mr Clyde; and I do not think the principle is really in dispute. If it was the duty of the servant, within the scope of his authority, to make a statement on behalf of his principals for their benefit, then the principals are liable for utterances in the course of making that statement. Now in this case the duty of this tax collector has already been specified, and is to be taken as contained in the third

condescendence. In the course of it he would have to ascertain what were the credits to which the ratepayer was entitled as against the assessments that had been made upon him. Had this collector then a right, or rather was it within the scope of his authority, as I have described it, to express his own opinion as to the falsity or genuineness of any receipt; or indeed was it within the scope of his authority to make any statement or comment at all? I think he had no such implied authority, because I cannot see why his opinion needed to be communicated, or in what way it could be a benefit to the Corporation to communicate his opinion. He might indeed act upon the belief that the credit was a just one, or upon the belief that the credit was not a true credit, and then he might enforce or not enforce, I suppose at the peril of his employers, the warrant of the Sheriff; or he might suspend enforcement and ascertain the truth. But I do not see that he had any authority to express an opinion. I think it is necessary to establish an authority of that kind. I do not think it is good law to say that the Corporation is bound by anything said by one of its servants which is connected with the business of that servant. The question is whether or not there is any authority to communicate on behalf of the Corporation any comment or statement of opinion at all.

I will only further say that, in my view, authorities are chiefly valuable when they establish a principle. Where they do not establish a principle, but merely record the application of a principle to a particular set of facts, they may be instructive as to the point of view from which the Judge regards the facts, but they are of little importance from any other point of view.

LORD KINNEAR—I am entirely of the same opinion.

LORD ATKINSON—I concur shortly on these grounds—that there is nothing, in my opinion, on the face of the pleadings to show expressly or by implication that Gilmour was clothed with authority to express on behalf of the Corporation any opinion on the genuineness of any receipts which might be produced to him for payment of rates; that it was not shown by the pursuer's pleadings, as I think it must be, that the expression of such an opinion was within the scope of Gilmour's employment; from which it follows, on the authorities, that the Corporation are not responsible for a slander uttered in the expression of that opinion.

LORD SHAW—The learned Lord Ordinary in this case says—"It is not suggested by the defenders that Gilmour was endeavouring to collect the extra three shillings in order that he might put the money in his own pocket and so defraud the defenders; but if not, then what he did" (adds the learned Judge) "was plainly within the scope of his employment."

In order to see what was the scope of his employment one must refer, as my noble and learned friend on the Woolsack has done, to the early part of condescendence 3. The scope of his employment is thus defined—that Gilmour's "duties included the collection of the police assessments payable by the pursuer's husband and the granting of receipts therefor."

It is perfectly true that it was part of Gilmour's duty to look at the receipts given for payments formerly made; but I entirely agree with my noble and learned friends who have preceded me that it was no part of his duty to express his own opinion as to the genuineness of such documents.

I may be allowed to say that that is only a euphemistic way of saying that it was not within the scope of his duty to slander the producers of such documents or to allege that those documents were forged or altered by them.

There is nothing in this record to suggest that it was within the scope of his employment to do anything else than what according to the averment of the Corporation he did do, namely, report the occurrence to his superiors and inspect their books. If, however, it were to be held that persons in the ordinary and comparatively humble position of this officer were within the scope of their employment in expressing opinions as to the conduct of those with whom they have dealings in the course of doing their work, the consequences might be of the most serious character, and the essential justice which underlies the maxim *qui facit per alium facit per se* would disappear. In my opinion that maxim does not apply, and responsibility for the servant's alleged slander does not attach to the employer.

In the old-fashioned phrase — and the good phrase—adopted in Scottish pleading, I am of opinion that this record contains no issuable matter.

Their Lordships reversed the order appealed from with expenses to the appellants.

Counsel for the Pursuer (Respondent)—Crabb Watt, K.C.—J. A. Christie—Barrington Ward. Agents—M'Dougall, Macmillan, & Company, Glasgow—G. Rolland M'Nab, S.S.C., Edinburgh — Wardlaw & Patey, London.

Counsel for the Defenders (Appellants)—Clyde, K.C.—M. P. Fraser. Agents—A. W. Myles, Glasgow—Campbell & Smith, S.S.C., Edinburgh—Martin & Company, Westminster.