work, as to strength and duribility, and all other particulars necessary to the safety of the property and persons of third parties, is subjected to proper tests, and that it is sufficient. By acceptance and subsequent use, the owners assume to the world the responsibility of its sufficiency, and to third parties the liability of the contractors has ceased, and their own commenced." *Boswell* v. *Laird*, (1857) 8 Cal. 469, 68 Am. Dec. 345.

In *Fanjoy* v. *Seales* (1865) 29 Cal. 243, where a defectively constructed cornice gave way under the weight of a painter's staging the law is thus laid down in the opinion: "The house was accepted by the defendant from the contractors some time before it was painted, and if at that time or afterward an injury, by reason of its defective construction, happened to any one for which an action might be maintained, the defendant is the person who would be answerable for being the owner and having the control of the property, the law imposes on him the duty of maintaining it in such a condition as to occasion no injury to others who are without fault. In such case, the doctrine of respondeat superior can have no application, because the relation of superior and subordinate did not exist when the accident happened. If the house was insufficiently built, the defendant was not bound to accept it from those who had contracted to build it in a substantial and workmanlike manner. By accepting it and allowing it to remain in its then condition, he assumed to third persons who might become concerned its sufficiency for the uses and purposes for which it was constructed." It was declared, therefore, that, if the cornice had been insufficiently fastened to the wall when the defendant had accepted the house as finished as to break away from it by its own weight, and in its fall had injured a passer-by on the sidewalk beneath, there would be no doubt of the defendant's liability. It was considered, however, that cornices are intended and constructed for ornamental purposes not for the use to which the one in question was put by the painters, and that the general custom of painters to use cornices for supporting the stagings and platforms necessary for the prosecution of their work of painting houses did not impose on the owners thereof the duty of constructing such cornices sufficiently strong to sustain burdens for which they were not designed.

If the materials furnished for a wall of a building by a sub-contractor, or the work done by him, were of such a character that the wall was unsafe and unfit for the purposes for which it was intended, and the principal contractor knew this, or might have known it in the exercise of reasonable care and diligence, and went on and made use of the wall, and incorporated his own work with it, and made payments to the sub-contractor, and accepted the work as it proceeded, and if in consequence of the unsafe and imperfect character of the materials so furnished, and the work so done by the sub-contractor, the building fell upon and injured the premises of the plaintiff, the principal contractor is liable for the resulting damage. *Bast* v. *Leonard* (1870) 15 Minn. 304, Gil. 235.

In *Neumann* v. *Greenleaf Real Estate Co.* (1898) 73 Mo. App. 326, recovery was denied on the ground that notice of the dangerous condition of a wall was not brought home to the employer.

In *Houston* v. *Isaacks* (1887) 68 Tex. 116, 3 S.W. 693, an accident was caused, a few days after the city had dismissed a contractor, by a hole which he had left in a street which he had undertaken to gravel, and the defence relied upon was, that no notice of the defect had been given in accordance with a clause of the city charter providing that it should not be liable "to any person for damages for injuries caused from streets, ways, crossings, bridges or sidewalks being out of repair, from gross negligence of said corporation, unless the same shall have remained so for ten days after special notice in writing given to the mayor or street commissioner." This provision, however, was held not to be applicable to the case at bar. The court said: "There may be some reason in requiring notice to the city authorities of a defect accruing from ordinary causes, such as the action of floods, the use of the street by the public, or it may be said from any cause except by the action of the city itself. But