With some regret I find myself compelled to give effect to this contention; for two reasons.

In the first place I do not think that the construction which permitted the wires to sag to the extent they did, amounts to negligence. Negligence must be founded upon a breach of duty; and when these wires were placed upon poles 29 feet above the highway, no wires being then under them, I do not think that there was any duty owing to the telephone company or its employees calling for such stability of construction as to prevent what was, after all, a very slight increase in the sag of the wire. The same reasoning leads me to think that there was no duty to inspect the wires periodically for the purpose of seing that other wires had not been improperly placed in undue proximity.

During the course of the argument it was suggested that there would be liability apart from negligence, because the electric current was a dangerous substance within the principle of *Fletcher* v. *Rylands*. This argument ignores the facts that the erection of poles on the highway is authorized by the Legislature, thus giving an authority which relieves from liability unless negligence is shewn. *National* v. *Baker* (1893), 2 Ch. 186; *Eastern, etc.* v. *Capetown, etc.* (1902), A. C. 381.

In the next place the injury sustained by the plaintiff was, I think, the direct and proximate result of the negligence of the telephone company, and there was no reason why the electric company should anticipate and guard against that negligence. The question of the liability of the defendant for its negligence where the wrongful act of a third party intervenes has been the subject of much discussion recently. In *Urquhart* v. *Farrant* (1897), 1 Q. B. 241, it is laid down by the Court of Appeal that the question whether the original negligence was an effective cause of the damage is to be determined in each case as a question of fact. In *McDowall* v. *Great Western Railway Co.* (1902), 1 K. B. 618, the railway company was held liable where some boys loosed the brakes of a car which had negligently been left near an incline, so that it ran down the incline; because the railway company knew or ought to have known of the danger of this interference, and negligently omitted to take reasonable precautions to prevent the consequences of that interference. But upon appeal this decision was reversed, the