the principle of Rylands v. Fletcher (1868), L.R. 3 H.L. 330, and was bound at its peril to keep it under control.

A case very like this in principle was Saunders v. City of Toronto (1898-99), 29 O.R. 273, 26 A.R. 265.

The mere fact that supervision is exercised does not per se render the person who engages the service liable, where competent men are engaged: Reedie v. London and North Western R.W. Co. (1849), 4 Ex. 244; Cuthbertson v. Parsons (1852), 12 C.B. 304. And, as a general rule, when the work is of a lawful character, would ordinarily be executed without injury to others, and is not imposed upon the employer as a personal duty, directions as to the work to be done, not amounting to directions as to how it is to be done, do not impose liability upon the employer for the negligence of the contractor or his servants: Steel v. South-Eastern R.W. Co. (1855), 16 C.B. 550.

Reference also to Dallantonio v. McCormick (1913), 29 O.L.R. 319; Waldock v. Winfield, [1901] 2 K.B. 596; Consolidated Plate Glass Co. v. Caston (1899), 29 Can. S.C.R. 624; Fleuty v. Orr (1906), 13 O.L.R. 59; Bradd v. Whitney (1907), 14 O.L.R. 415; Dewar v. Tasker and Sons Limited (1907), 23 Times L.R. 259; Jones v. Corporation of Liverpool (1885), 14 Q.B.D. 890; Cairns v. Clyde Navigation Trustees (1898), 25 R. (Ct. of Sess. Cas.) 1021; and especially to McCartan v. Belfast Harbour Commissioners, [1910] 2 I.R. 470, [1911] 2 I.R. 143 (H.L.)

The last mentioned case destroyed the only argument on which it appeared possible to hold the city corporation liable, namely, the joint participation of the servants of both defendants in the work—if the turning off and on of the water and the loading and transfer of the apparatus could in any proper sense be regarded as part of the operation, which was by no means free from doubt.

It seemed clear to the learned Judge that the defendant company, and the defendant company only, was responsible for the negligence—it was the negligence of their servants, who were not to be regarded as the servants of the city corporation.

The plaintiff company alleged that it was unable to learn what were the arrangements between the two defendants, and there was nothing to shew that they were ascertained before the trial. It was not a case in which costs should be awarded to the city corporation against the plaintiff company.

There should be judgment for the plaintiff company against the defendant company for $5,427.07 with costs, and dismissing the action as against the city corporation without costs.