condition, even if the contractor had completed his contract and had ceased to work.

If a person builds and maintains upon his premises a chimney so that, if it should fall, it will fall upon and injure the adjoining premises, he is bound, in the exercise of proper care, to construct it so that it will withstand the gales which experiences shows are reasonably to be anticipated in that locality, and he is liable for injuries caused by the neglect of his obligation in this respect; and the fact that he had the chimney examined by an experienced mason, who pronounced it safe, and relied upon his opinion, constitutes no defence. *Cork* v. *Blossom* (1894) 162 Mass. 330, 26 L.R.A. 256, 44 Am. St. Rep. 362, 38 N.E. 495.

If a person employs a contractor to construct a drain from his cellar into the common sewer in the street, through a plank barrier which surrounds, beneath the surface of the street, the block of buildings in which the cellar is situated, and the work is so negligently and improperly done that, after it is finished, tide water flows through the opening made in the barrier, and through the cellar into an adjoining cellar, the person employing the contractor is liable for the damage caused to the owner of the adjoining cellar. *Sturges* v. *Theological Educ. Soc.* (1881) 130 Mass. 414, 39 Am. Rep. 463. The court said: "In the case at bar, the defendant had the right to make an opening through the barrier for the purpose of laying a drain, but it was its duty to close it securely, so that the cellars should be protected from the tide. Having employed an independent contractor, it is not responsible for his negligent acts while doing the work, because in respect of such acts he is not its servant; but, if the work after it was done created a nuisance, and caused injury to the plaintiff, it is responsible. The jury would have been authorized in finding that the cause of the plaintiff's injury was the failure of the defendant to make the barrier tight after laying the drain. It was its duty to do this, and it cannot shield itself from responsibility by showing that it employed a contractor to do the work who was negligent."

In *McCamus* v. *Citizens' Gaslight Co.* (1863) 40 Barb. 381, where the filling of a trench was not properly packed and gave way under a horse and his rider, the court said: "that, whether the permission given to the defendants to lay their pipes in the streets was or was not accompanied by a condition to that effect, "it was their duty to restore the street to a condition of safety to passengers over it; and they cannot avoid the consequences of a failure to do so by showing that they contracted with others to perform their duty for them."

In *Wilkinson* v. *Detroit Steel & Spring Works* (1889) 73 Mich. 405 41 N.W. 490 (slate roof of rolling-mill split open and a fragment fell on plaintiff), the court remarked that, if the testimony was believed, there had been a trap constructed according to defendant's plans, dangerous to human life, and liable at any time to fall upon and injure persons or property in the highway. The defendant therefore could not escape liability by saying: "It was built according to plans which I procured, by a person whom I employed. I acted in good faith, and with reasonable care, in selecting my architect and builder and therefore I have discharged my whole duty in the matter.' The reason why this is not a sufficient answer is plain. The injury does not arise from the act of the contract or during the performance of a work over which defendant had no control. It has employed a man to do the lawful thing in an unlawful manner. It employed him to construct a building which, when done, necessarily resulted in the creation of a nuisance. It not only directed the act to be done, but it maintained the nuisance until it fell, and did the injury complained of."

A principal contractor who receives a structure in defective condition from a sub-contractor makes it his own work, and is jointly liable with the sub-contractor for injuries caused by its defects. *Carey* v. *Courcelle* (1865) 17 La. Ann. 108, distinguishing *Peyton* v. *Richards* (1856) 11 La. Ann. 62, as being a case in which the work had not yet been delivered.