

streets between a house belonging to the plaintiff and a house occupied by one B.

The defendant employed a competent architect and competent builders to rebuild his house. When the house was nearly finished, the builders' workmen, for the purpose of fixing a staircase, negligently, and without the knowledge of the defendant or his architect, cut into an old portion of the party-wall, which had not been rebuilt, dividing the defendant's house from B.'s, in consequence of which the defendant's house fell, and the fall dragged over the party-wall between it and the plaintiff's house, and injured the plaintiff's house.

The cutting into the first-named party-wall was not authorized by the contract between the defendant and the builders. It was held that the law cast a duty upon the defendant requiring him to see that reasonable skill and care were exercised in those operations which involved a use of the party-wall involving risk to the plaintiff. He could not get rid of responsibility by delegating the performance of it to a third person. He was at liberty to employ such a third person to fulfil the duty which the law cast on himself, and, if they so agreed together, to take an indemnity to himself in case mischief came from that person not fulfilling the duty which the law cast upon the defendant; but the defendant still remained subject to that duty, and liable for the consequences if it was not fulfilled.

So also in *Black v. Christchurch Finance Co.* (1894) App. Cas. 48, it was held by the Privy Council that a proprietor making a dangerous use of his property—in that case starting a bush fire to clear land—is bound to use all reasonable precautions to prevent damage to his neighbours, and if he authorizes another to act for him, he is bound, not only to stipulate that such precautions shall be taken, but also to see that these are observed, otherwise he will be responsible for the consequences.

"The ratio decidendi of these cases is, that as the duty was imposed upon the defendant by law, he could not escape liability, by delegating the performance of the duty to a contractor, for the obligation was imposed upon the defendant to take the