

placing it on the bracket attached to a pole of the railway company, and subsequently the latter took down the pole and hung the coil on the telephone company's post, where it was highly charged with electricity from the railway company's wires, causing injury to a traveller, the telephone company was held liable for negligence in failing to anticipate the acts of the railway company. The court say: "This responsibility is based on the principle that if the defendant, instead of removing its wire, chose to hang it upon the electric pole where it had no right to be, it was bound to look after it, and that, if the defendant had done so, it would have discovered the removal of the same, and its condition, so that the injury might have been avoided, and consequently that the company must be taken to have foreseen as likely to happen or possibly to follow the consequences which resulted from its omission to remove the wire when it was disconnected from the telephone."

A more complex situation arises where a heavily charged wire is maintained at a safe distance from passers-by, but it breaks and falls, thereby coming in contact with a traveller. Where, under these circumstances, a live electric light wire was lying in an alley, and a fireman inadvertently touched it and was killed, the electric light company was held liable, in not sufficiently protecting from injury persons who were lawfully in the alley. So where the act or negligence charged is the insecure fastening of the wires, there is a liability imposed for injuries from fallen wires; and a failure to inspect the lines will be adequate proof of such negligence.

Generally, the question is whether the electrical company whose wires have fallen has used due diligence in removing them or in rendering them harmless, after it has received or should have received notice of their fall; for it has been remarked that the owner of the fallen wire cannot escape liability by keeping himself in ignorance as to the condition of his lines. "The negligence of the defendant," a South Carolina court declares, "might have consisted in its failure to know the facts connected with the breaking of the wire. In other words the defendant might have been negligently ignorant. . . . The defendant was bound to exercise due diligence to receive information as to the condition of its wires, and its failure to use proper diligence in this respect would constitute negligence." In all such cases the inquiry respecting undue delay in replacing the wires is for the jury, and even the fact that the owner had not a sufficient force to enable it to repair