end being connected with the electric company's permanent or stationary wiring system (overhead and strung on poles), at a convenient point in the neighbourhood of the frozen pipes, and the other end, the movable wire, to the thawing apparatus. The attachment was made to a primary wire. The appliances referred to were used, and the company's men, with the helpers, were engaged in thawing service-pipes in a city street, on the 14th March, 1918. When the work of that day was completed, about 11 p.m., an attempt was made to detach the wire transmitting the current by pulling upon it. The wire broke, leaving a live wire, of 5 or 6 feet in length, hanging from the primary wire.

Joint user of poles in the city by the plaintiff company and the defendant company was secured by an agreement of the 16th September, 1909.

On the 22nd August, 1918, Eugene Gourgon, an employee of the plaintiff company, while acting in the course of his employment, came in contact with the wire negligently left hanging by the defendants, or one of them, and was instantly killed.

It was alleged that, by reason of the negligence of the defendants or one of them, and the consequent death of Gourgon, the plaintiff company had been compelled to pay Gourgon's dependants $5,427.07, under the Workmen's Compensation Act; and the plaintiff company claimed to be repaid that sum.

It was not in evidence that at any time any city official directed or controlled, or attempted to direct or control, the skilled men furnished by the electric company as to the manner of carrying out the work. There was nothing in the nature of the work or services to be performed to occasion injury to anybody, if carried out with reasonable care. Holliday v. National Telephone Co., [1899] 2 Q.B. 392, 399 (C.A.), and Black v. Christchurch Finance Co., [1894] A.C. 48 (P.C.), distinguished.

As in British Columbia Electric R.W. Co. Limited v. Loach, [1916] 1 A.C. 719, the defendant company started out to do its work with defective equipment, but, unlike the defendants in that case, had many subsequent opportunities of avoiding the consequences of its previous negligence, by the exercise of reasonable care.

The plaintiff company was not called upon to anticipate or be vigilant in detecting the defendant company's negligence—it was justified in assuming reasonable care: Daniel v. Metropolitan R.W. Co. (1871), L.R. 5 H.L. 45; Pollock on Torts, 10th ed., p. 499. The defendant company, on the other hand, was not only in a position more readily to discover a defect in the condition of its own line, and bound to be vigilant in inspecting it; but, in addition to this, having brought a dangerous agency into activity, upon fixed property of which it was one of the users, it came under