It may be that the doctrine of Fletcher v. Rylands, L. R. 1 Ex. 265, L. R. 3 H. L. 330, will be considered to apply in all its stringency to electricity. . . . If and when the point comes up for decision, it may become necessary to consider the effect of such cases as National Telephone Co. v. Baker, [1893] 2 Ch. 186; Eastern and S. A. T. Co. v. Cape Town T. Co., [1902] A. C. 454; Hinman v. Winnipeg Electric Street R. W. Co., 16 Man. L. R. 16. Mr. Justice Davies does not accede to the proposition: Royal Electric Co. v. Hévé, 32 S. C. R. 462, at p. 470; but Taschereau, J., at p. 465, and apparently Sedgewick, J., were of the contrary opinion.

Much may be said for the view that a corporation undertaking to furnish electricity of a voltage of 110 must at all hazards keep from the building supplied, and from the wires intended to carry only 110 volts, their electricity of a higher voltage, if that is dangerous. . . .

In the present case, however, I do not need to consider whether the defendants were bound at all hazards to keep their high tension current from entering the house in which the plaintiffs were —the fact of the case shew that they did not take the high degree of care that the law demands from a corporation trading in so dangerous an element as electricity (32 S. C. R. at p. 466); and that is sufficient to saddle them with responsibility for the disastrous consequences. . . .

[Reference to 10 Am. & Eng. Encyc. of Law, 2nd ed., pp. 872, 873; Royal Electric Co. v. Hévé, 32 S. C. R. 462.]

The defendants were not careful in construction . . .; they failed in inspection . . .; in repair . . .; the evil should have been guarded against.

And there was no contributory negligence. It is true that the bed upon which the boy lay was an iron bedstead, and the bedstead itself in contact with a radiator, the radiator being in contact electrically with the earth, but there was nothing to indicate that such a state of affairs could be dangerous—it was usual and common, and the plaintiff had not been warned of any danger to be anticipated from such an arrangement of the furniture.

Without, then, calling in the doctrine of Fletcher v. Rylands, and without appealing to the principle of res ipsa loquitur, I am of opinion that the defendants are liable as for negligence.

I do not think it necessary to consider the case in the light of contract. . . . The case is best put, in my view, on tort.

As to damages, Mrs. Young has already disbursed or become liable for $1,724.90; she will require to supply several artificial