Where a steamer was injured by coming in contact with one of the sight-piles, driven into the channel of a river by contractors for the erecting of a railway bridge, who, under their contract, were bound to "provide all necessary machinery, etc., and to furnish (and remove, when done with) all scaffolding and piles that might be used while building," it was argued by the railway company, that they were not liable for the negligence which caused this injury, because the piles were not placed in the channel by their servants, but by those of the contractors; and that the case was not altered by the fact that the contractors were directed to do so by the engineers, who were the servants of appellants. This contention was rejected by the court in the following words: "If the contractors had proceeded to complete their contract, and left the piles in the condition complained of this defense to the action might have availed the appellants. But as the driving the piles for the legitimate purpose of the erection was by authority of the law and in pursuance of the contract, the contractors had done no wrong in placing them there. The nuisance was the result of the negligence in cutting off the piles, not at the bottom of the river, but a few feet under the surface of the water. This the contractors were bound to do, after the piles had served their legitimate purpose in the construction of the bridge, and after they had completed their contract. But before this, the railroad company determined to discontinue the erection of the bridge. They dismissed the contractors from the further fulfilment of their contract. Under such circumstances, it became the duty of the appellants to take care that all the obstructions to the navigation, which had been placed in the channel by their orders, and for the purpose of their intended erection, should be removed. The nuisance which resulted from leaving the piles in this dangerous condition was the consequence of their own negligence or that of their servants, and not of the contractors." *Philadelphia, W. & B. R. Co.* v. *Philadelphia, & H. de G. Steam Towboat Co.* (1859) 23 How. 209, 16 L. ed. 433.

The owner of land, who makes a contract with a firm of masons, by which the latter are to furnish all the materials and labor in building a party wall half on his land and half on the land of an adjoining owner, is liable in tort to such adjoining owner, after the wall has been completed and accepted, for an injury to his property by the fall of the wall, resulting from its defective and unsafe condition, whether owing to his own negligence or to that of the masons. *Gorham* v. *Gross* (1878) 125 Mass. 232, 28 Am. Rep. 234. The court said: "Assuming that the relations of the masons to the defendants was that of contractors, the former alone would be responsible to a third person for any injury caused by their negligence in a matter collateral to the contract, as, for instance, in depositing materials, handling tools, or constructing temporary safeguards, while doing the work; but where the very thing contracted to be done is improperly done, and causes the mischief upon the land of another, the employer is responsible for it, at least when it occurs after the structure has been completed to his acceptance."

In *Mulohey* v. *Methodist Religious Soc.* (1878) 125 Mass. 487 where the servant of a painter was injured by reason of the defects of a scaffold erected for the principal employer by a co-contractor of the painter, the court held that, while the defendants might not be liable for an injury occasioned by the negligence of such co-contractor in the course of building the staging and before its completion, they were responsible for any injury which, after it had been accepted by them, might result from its negligent construction .. persons whom they invited to use it.

In *Khron* v. *Brock* (1887) 144 Mass. 516, 11 N.E. 748, where it was a disputed question whether one B. who had contracted with the defendant to make certain repairs on the roof of his house, had completed his contract, the court expressed its disapproval of instructions requested, which, if given, would have relieved the defendant from any responsibility, if the carelessness of B. in leaving a certain piece of zinc unfastened was the primary cause of the injury. Such instructions would necessarily imply that the owner of the building was not responsible for the unsafe