is a distinction between mischief which is collateral and that which directly results from the act which the contractor agreed and was authorized to do."

Wilde, B., said: "The distinction appears to me to be that, when work is being done under a contract, if an accident happens and an injury is caused by negligence in a matter entirely collateral to the contract, the liability turns on the question whether the relation of master and servant exists. But when the thing contracted to be done causes the mischief, and the injury can only be said to arise from the authority of the employer because the thing contracted to be done is imperfectly performed, there the employer must be taken to have authorized the act and is responsible for it."

4. Where a person causes something to be done, the doing of which casts on him a duty to do the work in a particular way, he cannot escape from the responsibility of seeing the duty performed, by delegating it to a contractor: *Hole* v. *Sittingbourne Ry. Co.* (supra).

5. Where from the nature of the thing ordered to be done, injurious consequences must be expected to arise, unless means are adopted by which such consequences may be prevented, he will not be relieved from responsibility by the employment of a contractor. Plaintiff and defendant were the respective owners of two adjoining houses, plaintiff being entitled to the support for his house of the defendant's soil. Defendant contracted with a builder to pull down his house, excavate the foundations and rebuild it, the builder undertaking to shore up and support the plaintiff's house and make good any damage caused by the works.

The plaintiff's house was injured owing to the insufficient measures taken by the builder to support it, and it was held, on the principle just stated, that the defendant was liable for the injury: *Bower* v. *Peate* (1876) 1 Q.B.D. 321.

So also *Hughes* v. *Percival* (1883) 8 App. Cas. 443. The defendant was the owner of a house standing at the corner of two