

which was between the plaintiff's house and the defendant's, so that if one fell the other would be damaged. The plaintiff's house was destroyed by the negligent performance of the work which had been let to a contractor. It was held, that the defendant could not shift the liability the law cast upon him of seeing that reasonable care and skill were exercised in the operation. Lord Fitzgerald, in his judgment, asks :—"What is the law applicable?" "What was the defendant's duty?" And then proceeds to answer these questions in manner following : "The law has been varying somewhat in the direction of treating parties engaged in such an operation as the defendant's as insurers of their neighbours or warranting them against injury. It has not, however, reached quite to that point. It does declare that under such a state of circumstances it was the duty of the defendant to have used every reasonable precaution that care and skill might suggest in the execution of his works, so as to protect his neighbours from injury, and that he cannot get rid of the responsibility thus cast on him by transferring that duty to another."

*Pickard v. Smith* 10 C.B.N.S. 470, was decided upon a like principle, as was also *Black v. The Christchurch Finance Co., Limited* (1894) L.R. App. Cas. 48. This last named action was brought to recover damages for the act of a contractor of the defendant company in negligently and improperly lighting a fire on its lands and permitting it to spread to the plaintiff's lands, causing injury. Lord Shand, in delivering the judgment of the House of Lords, said :—"The lighting of a fire on open bush land, where it may readily spread to adjoining property and cause serious damage, is an operation necessarily attended with great danger, and a proprietor who executes such an operation is bound to use all reasonable precautions to prevent the fire extending to his neighbour's property (*sic utere tuo ut alienum non lædas*). And if he authorizes another to act for him he is bound, not only to stipulate that such precautions shall be taken, but also to see that those are observed, otherwise he will be responsible for the consequences."

In *Hardaker v. Idle District Council* (1896) 1 Q.B. 335, the defendant council employed a contractor to construct a sewer for it. Through the neglect of the contractor in its performance the plaintiff was injured. The court held that the council owed a duty to the public (including the plaintiff) so to construct it