

his act the act of another ; consequently, a third person entering into a contract with the master, which does not raise the relation of master and servant at all, is not rendered liable ; and to make such person liable, recourse must be had to a different and more extended principle, namely, that a person is liable not only for the acts of his own servant, but for any injury which arises by the act of another person, in carrying into execution that which that other person has consented to do for his benefit."

In *Reedie v. The London and North-Western Railway Company* (1849) 4 Ex. 243, the defendants were held not to be liable where the workman of a contractor under the company had, in constructing a bridge over a public highway, negligently caused the death of a person passing beneath along the highway, by allowing a stone to fall upon him, although the company by their terms of agreement had reserved to themselves the power of dismissing any of the contractor's workmen for incompetency.

In *Murray v. Currie*, L.R. 6 C.P.D. 24, decided in 1870, Willis, J. said :—" I apprehend it to be a clear rule, in ascertaining who is liable for the act of a wrong doer, that you must look to the wrong doer himself or to the first person in the ascending line who is the employer and has control over the work. You cannot go further back, and make the employer of that person liable."

In *Bower v. Peate* (1876) L.R. 1 Q.B.D. 321, the plaintiff and defendant were respective owners of two adjoining houses, plaintiff being entitled for support of his house to defendant's soil. Defendant employed a contractor to pull down his house, excavate the foundations, and rebuild the same. The contractor undertook the risk of supporting plaintiff's house, as far as might be necessary during the work, and to make good any damage arising therefrom. Plaintiff's house was injured during the progress of the work owing to the means taken by the contractor to support it being insufficient. The court held defendant liable, on the ground, he was bound to see to the doing of that which was necessary to prevent the mischief, and he could not relieve himself of his responsibility by employing some one else to do what was necessary to prevent the act he had ordered to be done from becoming wrongful.

In *Hughes v. Percival* (1883) 8 Ap. Cas. 443, the defendant pulled down his house and had it rebuilt on a plan which involved in it the tying together of the new building and the party wall