

14. Pacific Fire Ins. Co. v. Kenny Boiler & Mfg. Co., 201 Minn. 500, 503, 277 N.W. 226, 228 (1937).
15. Prosser & Keeton, supra at 510.
16. Restatement (Second) of Torts Sections 416, 427 (1965).

Section 416 provides:

Work Dangerous in Absence of Special Precautions

One who employs an independent contractor to do work which the employer should recognize as likely to create during its progress a peculiar risk of physical harm to others unless special precautions are taken, is subject to liability for physical harm caused to them by the failure of the contractor to exercise reasonable care to take such precautions even though the employer has provided for such precautions in the contract or otherwise.

Id. at Section 416. Section 427 states:

Negligence as to Danger Inherent in the Work

One who employs an independent contractor to do work involving a special danger to others which the employer knows or has reason to know to be inherent in or normal to the work, or which he contemplates or has reason to contemplate when making the contract, is subject to liability for physical harm caused to such others by the contractor's failure to take reasonable precautions against such danger.

Id. at Section 427.

17. Id. at Sections 416, 427.
18. Southwestern Bell Tel. Co. v. Rawlings Mfg. Co., 359 S.W.2d 393, 398 (Mo. Ct. App. 1962)
19. Moss v. Swann Oil, Inc., 423 F. Supp. 1280, 1283 (E.D. Pa. 1976), aff'd without opinion, De Moss v. Swann Oil, Inc. 566 F.2d 1160 (3d Cir. 1977).