Contractor's Conduct in Obedience to Employer's Directions

The employer of an independent contractor is subject to the same liability for physical harm caused by an act or omission committed by the contractor pursuant to orders or directions negligently given by the employer, as though the act or omission were that of the employer himself.

48. See, e.g., Schwartz v. Zulka, 70 N.J. Super. 256, 175 A.2d 465 (1961), modified, Schwartz v. North Jersey Bldg. Contractors Corp., 38 N.J. 9, 182 A.2d 865 (1962). See also, Restatement (Second) of Torts Section 412 (1965), which states:

Failure to Inspect Work of Contractor After Completion

One who is under a duty to exercise reasonable care to maintain land or chattels in such condition as not to involve unreasonable risk of bodily harm to others and who entrusts the work of repair and maintenance to an independent contractor, is subject to liability for bodily harm caused to them by his failure to exercise such care as the circumstances may reasonably require him to exercise to ascertain whether the land or chattel is in reasonable safe condition after the contractor's work is completed.

49. See, e.g., Kelley v. Howard S. Wright Construction Co. 90 Wash.2d 323, 582 P.2d 500 (1978). See also, Restatement (Second) of Torts Section 414 (1965), which provides:

Negligence in Exercising Control Retained by Employer

One who entrusts work to an independent contractor, but who retains the control of any part of the work, is subject to liability for physical harm to others for whose safety the employer owes a duty to exercise reasonable care, which is caused by his failure to exercise his control with reasonable care.

50. See, e.g., Teal v. E. I. du Pont de Nemours & Co., 728 F.2d 799 (6th Cir. 1984).

51. See, e.g., Knight v. Burns, Kirkley & Williams Constr. Co., 331, So.2d 651 (Ala. 1976).