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CASE COMMENTS

AGENCY—LIABILITY OF EMPLOYER FOR ACTS OF INDEPENDENT CONTRACTOR.—An independent contractor, while delivering gasoline sold by *D* oil company, overflowed a tank situated in the same building with a coal stove, causing an explosion which injured *P. Held*, that the handling of gasoline was not an intrinsically dangerous undertaking nor was the injury a direct foreseeable consequence of the work engaged in by the independent contractor, so as to fall within exceptions to the general rule which absolve an employer from liability for injuries arising from work let to an independent contractor. *Brewer v. Appalachian Constructors*, 76 S.E.2d 916 (W. Va. 1953).

The court reasoned that the handling of gasoline was not intrinsically dangerous in so far as it could have been done safely had it been handled in a careful manner and also felt that the consequences could not have been reasonably anticipated to result directly from performance of the work.

It will be well to note that the ground upon which *P* seeks to impose liability upon the employer, by virtue of the work being intrinsically dangerous, is altogether a separate question from whether liability may attach to an employer on the basis that the