

**1002 GAS COMPANY, DUTY TO CUSTOMER**

The defendant gas company at the time and place in question had a duty to exercise ordinary care in the manner in which it [inspected (gas pipes) (gas appliances)] [acted after inspecting plaintiff's (gas pipes) (gas appliances)] [repaired plaintiff's (gas pipes) (gas appliances)].

To conform to this standard, the care used must be commensurate with the dangerous consequences which would be reasonably expected from a course of action or inaction. It is common knowledge that natural gas, if not properly contained, is highly explosive and, if permitted to escape, is highly dangerous. Therefore, greater caution and vigilance are required in dealing with this commodity than are required in dealing with ordinary affairs of life and business.

[Select the appropriate following paragraph.]

[If a gas company, such as the defendant, is notified by a customer of a claimed defect in the customer's gas appliance, or in gas pipes leading from the company's meter, and the company knows or should know that if such defect exists it would create a dangerous condition, it is the duty of the gas company to make an inspection of the claimed defect within a reasonable time after notification under all the circumstances then existing. If the company fails to make a proper inspection within a reasonable time, it is negligent.]

[If, on inspection, a defect is found, and the company knows or should know that such defect creates a dangerous situation, it is the duty of the company either to undertake repair of the defect or to shut off the gas supply to enable the owner to have the (gas pipes) (gas appliance) repaired. If the company fails to shut off the gas or to undertake repair of the defective (gas pipes) (gas appliance), it is negligent.]

[If the company undertakes repair of the defective (gas pipes) (gas appliance), it must conduct such repair operations in a careful, workmanlike manner and within a reasonable time; failure to so repair is negligence.]

#### COMMENT

This instruction was approved by the Committee in 1972. The comment was updated in 1982 and was reviewed without change in 1989.

Depending on the issues under the evidence, the question will ask about inspection, action after inspection, or repair; the proper paragraph will be used in connection with the question asked.

If there is an issue as to the giving of notice to the gas company, an additional preliminary question is needed.

If the gas pipes or appliances are owned by the customer and are under his control, the gas company cannot be found liable unless it knows or should know that a dangerous condition exists. Weber v. Interstate Light & Power Co., 268 Wis. 479, 482, 68 N.W.2d 39 (1955); Commerce Ins. Co. v. Merrill Gas Co., 271 Wis. 159, 167, 72 N.W.2d 771 (1955); Shaw v. Wisconsin Power & Light Co., 256 Wis. 176, 179, 44 N.W.2d 98 (1949).

As to the duty of the gas company to inspect and repair or to shut off the gas supply once it has received notice of a dangerous defect, see Weber v. Interstate Light & Power Co., supra at 481.

Gas is a dangerous agent, and it is the duty of the gas company to take a high degree of care to avoid injury and damage resulting from its escape. Brown v. Wisconsin Natural Gas Co., 59 Wis.2d 334, 341, 208 N.W.2d 769 (1973). Webb v. Wisconsin S. Gas Co., 27 Wis.2d 343, 350, 137 N.W.2d 407 (1965); Weber v. Interstate Light & Power Co., supra at 481.

When a defect is found, the gas company is not required as a matter of law to shut off the gas supply but may permit a customer to operate the gas appliance manually. Webb v. Wisconsin S. Gas Co., supra at 349.