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SALES - WARRANTY - SIGNIFICANCE OF PHRASE "REASONABLY FIT FOR PURPOSE"

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SALES — WARRANTY — SIGNIFICANCE OF PHRASE "REASONABLY FIT FOR PURPOSE" — The purchaser of a mechanical corn picker sued to recover the money paid for it, alleging that the seller had warranted that the machine was reasonably fit for the purpose whereas in use it missed a third of the ears, shelled some of those it did pick, husked others poorly and knocked down standing corn. The appellate court reversed a judgment for the defendant seller, because the trial court had instructed the jury that the warranty required only that the machine should do the work as satisfactorily as other mechanical pickers of that time would do it. *Juvland v. Wood Bros. Thresher Co.*, 212 Minn. 310, 3 N. W. (2d) 772 (1942).

The only express warranty accompanying the sale was that the machine was durable and made of good material. The plaintiff therefore had to rely upon whatever representation could fairly be inferred from the circumstances of the transaction. It is an accepted rule that representations which would be inconsistent with the express terms of the contract cannot be inferred. Thus, where the buyers asked for brass rods containing a stated per cent of copper, spelter and lead the court held that no representation by the seller that the rods would be suitable for machining could be inferred, even though the seller knew that the buyer expected to use them for that purpose, because machinability was incongruous with the stated proportion of lead.[1] Such authorities as these make it clear that if the buyer had asked for a particular make of corn picker the seller's implied representations in filling the order would have been no more than that the machine furnished would operate as effectively as other machines of that make. But the buyer here apparently asked only for a corn picker; he took the kind of machine the seller selected. Had the seller expressly represented how well it would work he would have been bound by his statement. In saying nothing expressly, he is held by the common law,[2] by the Uniform Sales Act,[3] and by the Minnesota statute [4] to have impliedly represented that it would be "reasonably fit for the purpose." The basic issue of the case, therefore, was the proper interpretation of this commonly used phrase. Did the seller by impliedly agreeing to furnish a picker "reasonably" fit for the purpose undertake only to furnish one which would operate as satisfactorily as any type of picker then known, or to furnish one that would be more effective than anything yet invented? The trial court instructed the jury that the seller's obligation was satisfied if the machine furnished "did function as well as other machines and did the same kind of work in as reasonably good a manner as other machines intended for the same purpose." The appellate court seems to have thought that

[1] Century Elec. Co. v. Detroit Copper & Brass Rolling Mills, (C. C. A. 8th, 1920) 264 F. 49. See also Cosgrove v. Bennett, 32 Minn. 371, 20 N. W. 359 (1884); Quemahoning Coal Co. v. Sanitary Earthenware Specialty Co., 88 N. J. L. 174, 95 A. 986 (1915); Boston Consol. Gas. Co. v. Folsom, 237 Mass. 565, 130 N. E. 197 (1921); Snelling v. Dine, 270 Mass. 501, 170 N. E. 403 (1930).

[2] G. M. C. Truck Co. v. Kelley, 105 Okla. 84, 231 P. 882 (1924); B. F. Sturtevant Co. v. Le Mars Gas Co., 188 Iowa 584, 176 N. W. 338 (1920); Glover Machine Works v. Cooke-Jellico Coal Co., 173 Ky. 675, 191 S. W. 516 (1917).

[3] Sec. 15.

[4] Minn. Stat. (Mason, 1927) § 8390 (1).

without any suggestion of such an express undertaking and merely by the agreement to sell a machine to be used in picking corn the seller had impliedly undertaken to furnish something better than any such machine then known. How much better it would have to be the court did not say.

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