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COMMERCIAL LAW

Cryscos Oilfield Serv., Inc. v. Hutchison-Hayes Int'l, Inc., 913 F.2d 850

Author: Judge McKay

Plaintiff, Cryscos Oilfield Services, Inc. ("Cryscos"), brought an action for breach of an implied warranty of fitness for a "particular purpose" under an Oklahoma statute adopting § 2-315 of the Uniform Commercial Code and for violation of Oklahoma's Consumer Protection Act, Okla. Stat. tit. 15, § 752-63. Cryscos claimed that defendant, Hutchison-Hayes International, Incorporated ("Hutchison-Hayes"), sold defective shale shaker machinery in violation of the implied warranty. At trial, Hutchison-Hayes moved for a directed verdict regarding Cryscos's implied warranty claim. The district court denied the motion, and the jury returned a verdict for Cryscos on the breach of implied warranty of fitness for a particular purpose claim. Hutchison-Hayes appealed the district court's denial of its motion for a directed verdict.

The Tenth Circuit reversed the district court's decision. The court concluded that Cryscos used the shaker machinery in the typical and ordinary manner. Consequently, this use was not the "particular purpose" contemplated by § 2-315. In Oklahoma, as elsewhere, "particular purpose" is not satisfied by use in the ordinary manner, but, rather, requires a "specific use" which is peculiar to the buyer. Thus, the court held that the district court erred in not directing the verdict for Hutchison-Hayes on the implied warranty claim.

