

A consumer bought a kitchen blender from a manufacturer. Soon after the purchase, the consumer was using the blender in an appropriate way when the blender jar shattered, throwing a piece of glass into the consumer's eye.

The consumer brought an action against the manufacturer based solely on strict products liability. The consumer's expert testified that the blender was defectively designed. However, because the blender jar had been destroyed in the accident, the expert could not determine whether the accident had been caused by the design defect or a manufacturing defect. The manufacturer's expert testified that the blender was not defective.

If, at the conclusion of the evidence, both parties move for directed verdicts, how should the trial judge rule?

- A. Deny both motions and send the case to the jury, because a jury reasonably could conclude that the harm was caused by a defect present in the product when it was sold.
- B. Direct a verdict for the consumer, because the blender was new when the jar shattered, and thus was undeniably defective.
- C. Direct a verdict for the manufacturer, because the consumer's action was brought solely on a strict liability theory.
- D. Direct a verdict for the manufacturer, because the consumer's expert was unable to specify the nature of the defect.

Explanation:

A motion for a directed verdict should be granted if no reasonable jury could find in the nonmovant's favor. For example, a defendant's motion should be granted if there is insufficient evidence to support any element of the plaintiff's claim. Conversely, a plaintiff's motion should be granted if every element of the claim has been established beyond dispute.

A **strict products liability** claim requires proof of the following elements:

The defendant was a commercial seller (eg, manufacturer—as seen here).

The product was **defective** at the time it left the defendant's control.

The defect caused the plaintiff physical harm (eg, bodily injury—as seen here).

The trier of fact can **infer** that the product was **defective** and **caused the plaintiff's harm** if that harm (1) is of a kind that **ordinarily results from a product defect** and (2) was **not solely due to other causes**. This is true even when the plaintiff lacks **direct evidence** on these last two elements.

Here, the consumer's expert witness could not specify the nature of the blender's defect. But the jury may infer that the blender was defective when purchased from the manufacturer. That is because (1) a new blender jar typically shatters because of a defect and (2) the consumer's appropriate use soon after the purchase negates other causes. As a result, the judge should deny the manufacturer's motion **(Choices C & D)**.

However, the fact that the blender was new when the jar shattered does not require the jury to conclude that the blender was *undeniably* defective. The jury may infer that the blender was defective OR rely on the manufacturer's expert testimony and conclude that it was not. Therefore, the judge should deny both motions and send the case to the jury **(Choice B)**.

Educational objective:

In a strict products liability action, it can be inferred that a product was defective and caused the plaintiff's harm if that harm is of a kind that ordinarily results from a product defect AND was not solely due to other causes.

References

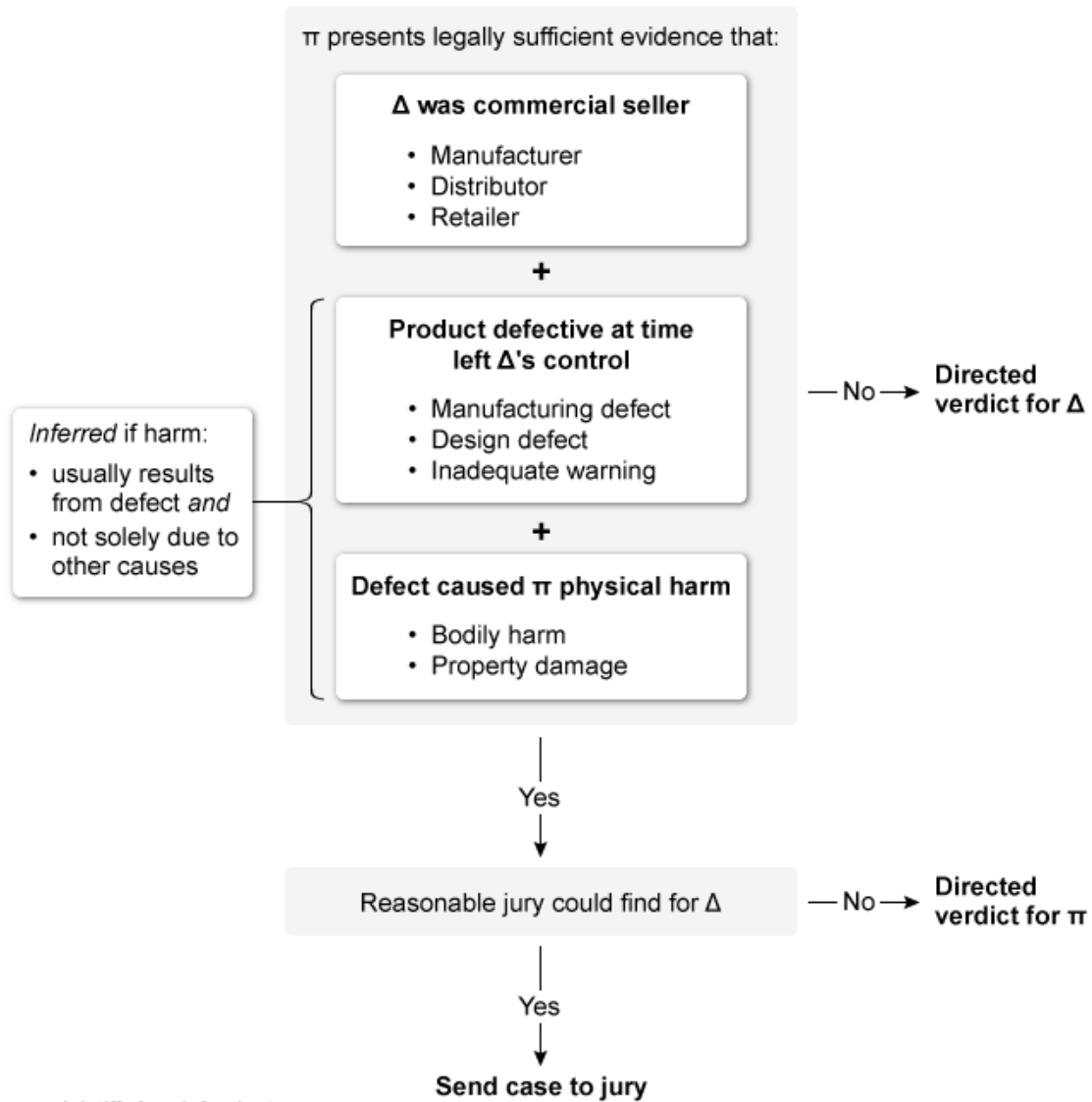
Restatement (Third) of Torts: Prods. Liab. § 1 (Am. Law Inst. 1998) (requirements for strict products liability).

Restatement (Third) of Torts: Prods. Liab. § 3 (Am. Law Inst. 1998) (inference of product defect).

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Directed verdict (strict products liability)



π = plaintiff; Δ = defendant.