

6. Sales Ⓒ434

Allegation that vaccine was fit for use as immunizing agent against various ailments and was of good merchantable quality constituted an allegation of "implied warranty".

See publication Words and Phrases for other judicial constructions and definitions.

7. Sales Ⓒ279

Warranty of "merchantability" is that thing sold is reasonably fit for general purpose for which it is manufactured and sold.

See publication Words and Phrases for other judicial constructions and definitions.

8. Sales Ⓒ273(1)

Implied warranty of fitness for particular purpose is distinguished from merchantability warranty in that in merchantability warranty there is reliance on particular seller's skill and judgment.

9. Sales Ⓒ55

In action by New York residents against manufacturer of vaccine for damages resulting when infant was injected with vaccine, court was bound by New York law of warranty.

10. Sales Ⓒ255

Under New York law, doctrine of privity did not apply to action against manufacturer of vaccine for damages resulting from infant's being injected with vaccine by physician.

11. Sales Ⓒ246

Even if sale is necessary in order to impose warranty liability, such requirement was fulfilled in action against manufacturer of vaccine for damages resulting from vaccine having been administered to infant by doctor.

12. Druggists Ⓒ10

Evidence in action against manufacturer of vaccine for damages resulting from infant's having been injected with vaccine by physician established that vaccine was defective and that defect was proximate cause of infant's injuries.

13. Sales Ⓒ441(1)

In action against manufacturer of vaccine for damages resulting from vaccine administered to infant, evidence established that manufacturer breached an implied warranty in manner that increased chances of party injected with vaccine of contracting an encephalopathy.

14. Sales Ⓒ441(3)

In action against manufacturer of vaccine for damages resulting from doctor's administering vaccine to infant, evidence established that manufacturer breached its warranty of merchantability.

15. Druggists Ⓒ9

Finding of implied warranty liability did not preclude court from finding manufacturer of vaccine liable in negligence for damages resulting from doctor's administering vaccine to infant.

16. Federal Civil Procedure Ⓒ2571

While finding of implied warranty liability would not preclude finding liability based on negligence, plaintiffs are limited to one recovery.

17. Druggists Ⓒ10

In action against manufacturer of vaccine for damages resulting from doctor's administering vaccine to infant, evidence established that manufacturer was negligent in failing to adequately test its product, for releasing product for commercial distribution in face of certain danger signs emanating from test results, and in failing to adequately warn medical profession of risks inherent in its use.