



## MacPherson v. Buick Motor Co. 217 NY 383 (1916) Case Brief Summary

### **Facts:**

Defendant, Buick Motor Company was a manufacturer of automobiles.

In the regular course of its business, it sold an automobile, a 1909 Buick Runabout, to a retail dealer.

The retail dealer resold the car to plaintiff, Donald MacPherson, a stonecutter.

While the plaintiff was traveling in the car, it suddenly collapsed, causing him to be thrown out, and suffering serious physical injuries.

The cause of the collapse was due to the fact that one of the car's wheels was made of defective wood, allowing its spokes to crumble into fragments.

The wheel in question was not made by the defendant, but rather was purchased by them from another manufacturer.

Buick assembled the car, after purchasing the wheel in question, and there was evidence presented by the plaintiff that the defect in the wheel could have been discovered by reasonable inspection, at the time of such assembly, but that such inspection did not take place.

Plaintiff MacPherson brought an action against Defendant Buick Motor Company seeking a recovery of damages based in tort for the personal injury he sustained.

Defendant claimed they were not liable, as they sold the car in question to the retailer and not to Mr. MacPherson directly.

### **Issue:**

Did defendant owe a duty of care and vigilance to any one but the immediate purchaser?

### **Holding and Rule:**

Yes. If manufacturing negligence is reasonably certain to cause peril, knowledge that others may use the product, the manufacturer is obligated to make the product carefully.

In order for a duty of care to arise in relation to ultimate purchasers, two criteria are necessary.

First, the nature of the product must be such that it is likely to place life and limb in danger if negligently made.

This knowledge of danger must be probable, not merely possible.

Second, there must be knowledge that in the usual course of events, the danger will be shared by people other than the buyer. This may be inferred from the nature of the transaction and the proximity or remoteness of the relation.

In the present case, the manufacturer of a finished product placed this product on the market to be used without inspection.

If the manufacturer was negligent and the danger could be foreseen, a liability will follow.

Whether a given thing is thusly dangerous may be sometimes a question for the court and sometimes a question for the jury. The proximity or remoteness of the relation is a factor to also be considered.

### **Conclusion:**

Defendant was not absolved from a duty of inspection because it bought the wheels from a reputable manufacturer.

It was not merely a dealer in automobiles. It was a manufacturer of automobiles.

As a manufacturer, Defendant Buick was responsible for the finished product.

It was not at liberty to put the finished product on the market without subjecting the component parts to ordinary and simple tests.

The obligation to inspect must vary with the nature of the thing to be inspected.

The more probable the danger, the greater the need of caution.

Both by defendant's relation to the work and by the nature of its business, it is charged with a stricter duty.

Accordingly, Buick has product liability for the car, and Mr. MacPherson can seek and obtain a recovery for his injuries against them.

Defendant can thereafter seek contribution and/or indemnification from the manufacturer of the wheel.