

SUPREME COURT OF VIRGINIA

Hubbard v. Dresser, Inc., 271 Va. 117

624 S.E.2d 1 (2006) · No. Record No. 050544 · Decided January 13, 2006

SUMMARY

The Supreme Court of Virginia held that a purchaser's amended motion for judgment adequately alleged claims against a manufacturer for breach of an express warranty and breach of the implied warranty of merchantability concerning petroleum dispensing equipment. The court concluded that the alleged inaccurate fuel registration and malfunctioning equipment were sufficient to survive demurrer, while noting that the purchaser would bear the burden of proving the alleged defects at trial. The judgment sustaining the demurrer was reversed, and the case was remanded.

CASE DETAILS

COURT	Supreme Court of Virginia
WRITING FOR THE COURT	Koontz, Justice; All the Justices
JURISDICTION	Virginia
DECIDED	January 13, 2006
DOCKET	Record No. 050544
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Hubbard appealed from a final order sustaining Dresser's demurrer to claims for breach of express warranty and breach of the implied warranty of merchantability and dismissing those claims with prejudice.
STANDARD OF REVIEW	The sustaining of a demurrer is reviewed de novo because appellate review presents a matter of law. The court accepts as true all properly pleaded facts and reasonable and fair inferences, but determines whether the pleading states sufficient facts to constitute a legal basis for the relief sought rather than merely conclusions of law.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Court of Virginia.
PARTIES	Benjamin L. Hubbard, Sr. v. Dresser, Inc.

TOPICS

[warranty](#)[uniform commercial code](#)[motions to dismiss](#)[standard of review](#)[appellate procedure](#)

PRACTICE AREAS

commercial law

sales and warranties

civil procedure

appellate procedure

QUESTIONS PRESENTED

1. Whether Hubbard sufficiently pleaded a claim against Dresser for breach of an express warranty.
2. Whether Hubbard sufficiently pleaded a claim against Dresser for breach of the implied warranty of merchantability under Code § 8.2-314.

HOLDINGS

1. Hubbard's amended motion for judgment sufficiently alleged an express warranty by Dresser and a breach of that warranty because the equipment's failure to register accurately the amount of fuel dispensed could reasonably be inferred to have resulted from a defect in the pump's design, workmanship, or materials.
2. Hubbard sufficiently stated a claim for breach of the implied warranty of merchantability by alleging that Dresser manufactured petroleum dispensing equipment that failed from installation to register accurately the amount of fuel dispensed and that the failure resulted from a defect in the equipment's design, workmanship, or materials.

KEY QUOTATIONS

“The ultimate strength of Hubbard's proof of that claim is not at issue in this appeal.” (271 Va. 117, 123)

“Thus, while Hubbard will have the burden of proving these allegations at trial and that the alleged failure of the pump to perform was due to a defect caused by Dresser, the allegations themselves are clearly adequate to state a claim for breach of the implied warranty of merchantability provided by Code § 8.2-314.” (271 Va. 117, 125)

FACTUAL BACKGROUND

Hubbard operated a retail gasoline service station and contracted with Jones & Frank Corporation to replace two destroyed diesel fuel pumps. Jones & Frank represented that the replacement equipment would be identical to the destroyed pumps, but installed a Dresser master-to-satellite system consisting of two pumps controlled by one unit rather than two independently operated units. Within days of installation, the equipment malfunctioned, including by operating loudly and failing to register accurately the amount of fuel dispensed, and Hubbard later revoked his acceptance.

PROCEDURAL HISTORY

Hubbard filed an amended motion for judgment in the Circuit Court of Alleghany County alleging that petroleum dispensing equipment manufactured by Dresser breached express and implied warranties. The trial court sustained Dresser's demurrer, concluding that Hubbard had not pleaded sufficiently specific facts concerning the defects or the warranty. The Supreme Court of Virginia reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded to the trial court for further proceedings consistent with the Supreme Court of Virginia's opinion.

CASES CITED

- Glazebrook v. Board of Supervisors of Spotsylvania County, 266 Va. 550, 587 S.E.2d 589 (2003)
- Yuzefovsky v. St. John's Wood Apartments, 261 Va. 97, 540 S.E.2d 134 (2001)
- Doe v. Zwelling, 270 Va. 594, 620 S.E.2d 750 (2005)
- Fuste v. Riverside Healthcare Ass'n., 265 Va. 127, 575 S.E.2d 858 (2003)
- Moore v. Jefferson Hospital, Inc., 208 Va. 438, 158 S.E.2d 124 (1967)
- Pulte Home Corp. v. Parex, Inc., 265 Va. 518, 579 S.E.2d 188 (2003)
- Bayliner Marine Corp. v. Crow, 257 Va. 121, 509 S.E.2d 499 (1998)