



COLLEGE *of* LAW

MICHIGAN STATE UNIVERSITY

FOUNDATIONS OF LAW SYLLABUS 2026

INSTRUCTOR INFORMATION

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COURSE DESCRIPTION

This course will provide first-year students with an introduction to the study of law, including preliminary exposure to legal reasoning, the structure of the American legal system, and fundamental legal or theoretical concepts.

COURSE MATERIALS:

REQUIRED:

Tracey E. George & Suzanna Sherry, *What Every Law Student Really Needs to Know: An Introduction to the Study of Law* (4th Ed., Aspen Publishing 2025) Receive a 15% discount by ordering at: <https://aspublishing.com/pages/course/msucol-5433-foster-530k>

This book combines an introduction to law school methods with a great deal of substantive material. It is conversational in some places, and quite dense in others. Part of the material will be familiar, and part new. Please read actively, highlighting, and making marginal notes in the book with your questions and comments.

REQUIRED:

Swan Island Sheet Metal Works, inc. v. Tory's Custom Smoking Co. Inc., 619 P2.d 1325 (Or. 1980). Available at the end of this syllabus and on the D2L course page.

COURSE MEETING SCHEDULE:

MONDAY, AUGUST 24, 2026

CLASS 1, 10:15–11:45 A.M., LAW COLLEGE, 4TH FLOOR (see above for section room assignments)

Recommended Reading:

Introduction, Chapter 1 (“What to Expect in Law School”), and Chapter 2 (“The Language of the Law”) in *What Every Law Student Really Needs to Know*.

Class 2, 12:45–2:00 P.M., LAW COLLEGE, 4TH FLOOR (see above for section room assignments)

Recommended Reading:

Chapter 3 (“The Structure of Government and the Structure of Law”) and Chapter 4 (“The Structure of the American Legal System”) in *What Every Law Really Student Needs to Know*.

Required Reading:

Swan Island Sheet Metal Works, inc. v. Tory’s Custom Smoking Co. Inc., 619 P.2.d 1325 (Or. 1980)

Class 3, 2:15 – 3:30 P.M. Special Session on Inclusive Leadership and Environments with Ralph Johnson, Assistant Director for Education and Development Programs, MSU Office for Inclusive Excellence and Impact

TUESDAY, AUGUST 25, 2026

CLASS 4, Class 2, 12:45–2:00 P.M., LAW COLLEGE, 4TH FLOOR (see above for section room assignments)

Recommended Reading:

Chapter 5 (“Fundamental Legal Concepts”) and Chapter 6 (“How to Look and Be Smarter in the Classroom and Beyond”) in *What Every Law Student Really Needs to Know*.

Required Reading:

Review *Swan Island Sheet Metal Works, inc. v. Tory’s Custom Smoking Co. Inc.*, 619 P.2.d 1325 (Or. 1980)

WEDNESDAY, AUGUST 26, 2026

Class 5, 10:15–11:45 A.M., LAW COLLEGE, 4TH FLOOR (see above for section room assignments)

49 Or.App. 469
Court of Appeals of Oregon.

SWAN ISLAND SHEET METAL WORKS, INC., an
Oregon Corporation, Appellant,

v.

TROY'S CUSTOM SMOKING CO., INC., an Oregon
Corporation, dba Troy's Seafood, Respondent.

Nos. 177-308; CA 17544.

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Argued and Submitted Sept. 15, 1980.

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Decided Nov. 24, 1980.

Synopsis

In action by seller to recover price of crab cooker manufactured by seller and sold to buyer, buyer counterclaimed for consequential damages arising from alleged breach of implied warranty of fitness. The District Court, Multnomah County, Michael Marcus, J. pro tem., awarded buyer damages together with costs and seller appealed. The Court of Appeals, Warren, J., held that: (1) where buyer and seller expressly agreed that the seller would seek outside expert advice with respect to selection and design of the crab cooker to be purchased by buyer, and the buyer relied on the seller to do so, the requirement that buyer must, in fact, rely upon the seller's expertise, to establish warranty of fitness for a particular purpose was satisfied; (2) where burner on the crab cooker supplied by buyer could not be replaced, and had to be substituted, seller did not simply follow buyer's specifications in manufacturing new crab cooker; thus buyer, in fact, did rely on seller's skill and judgment; (3) testimony of seller indicates that it was aware of the particular problems unique to cooking crab, and that it had reason to know the particular purpose for which crab cooker was required; and (4) trial court properly resolved issues regarding substantial impairment of value of the cooker to buyer due to nonconformity of cooker to implied warranty, and timeliness of the buyer's revocation of acceptance, in favor of the buyer.

Affirmed.

Procedural Posture(s): On Appeal.

Attorneys and Law Firms

*470 **1327 Robert T. Scherzer, Portland, argued the cause for appellant. With him on the brief was Wheelock, Niehaus, Hanna, Murphy, Green & Osaka, Portland.

George R. Waldum, Portland, argued the cause and filed the brief for respondent.

Before JOSEPH, P. J., and WARDEN and WARREN, JJ.

Opinion

*471 WARREN, Judge.

Plaintiff, (Swan Island), brought an action against defendant, (Troy's), to recover the price of a crab cooker manufactured by Swan Island and sold to Troy's. Defendant counterclaimed for consequential damages arising from an alleged breach of an implied warranty of fitness for a particular purpose, [ORS 72.3150](#). After a trial to the court, the court awarded defendant \$2,950 in damages, together with costs. Plaintiff appeals, arguing, inter alia, that the facts do not show an implied warranty of fitness for a particular purpose. We affirm.

In July, 1976, Peter Troy, president and owner of Troy's, contacted Paul Bader, president of Swan Island, and asked Bader if Swan Island could manufacture two stainless steel crab cookers. The cookers were to be modeled after a crab cooker to be delivered by Troy's to Swan Island and were to use gas burners. Troy explained to Bader the use of the cooker and some of the special needs a crab cooker must satisfy. The fabrication of the crab cooker presented no problems for Swan Island. Bader informed Troy, however, of his lack of knowledge of gas or gas burners. Both men agreed that Swan Island should seek outside expert advice on the design of the burner. A price for the crab cookers was agreed upon, as was a delivery date of early December, 1976, for the first cooker. Subsequently, Bader told Troy that he could not duplicate the burner on the old crab cooker and sent Troy a brochure illustrating the type of burner, designed to produce 120,000 BTUs, that had been selected by the experts Bader had

consulted. The first ****1328** cooker was delivered to Troy's Beaverton store November 18, 1976.

Troy and William Clayton, manager of Troy's Beaverton store, testified concerning the particular cooking requirements for crab. Crab is cooked by dropping it into boiling water, allowing the water to recover to a rolling boil, and then boiling the crab for ten minutes. If the recovery time exceeds ten minutes, or if the cooker cannot sustain a rolling boil, the crab is immersed too long in hot water, and the finished product is unmarketable.

***472** Within a week or two after delivery, Swan Island received complaints from Troy's concerning the cooker's performance. The cooker cooked crab too slowly, and the pilot light and burner were difficult to light and keep lit. At Swan Island's request several experts examined the cooker and attempted to diagnose the problems. A serviceman from Northwest Natural Gas determined that there was sufficient gas pressure but that the problem was that the burner was too close to the bottom of the pot, causing the flame to smother and go out. He suggested that the burner be lowered, and if that measure failed a power burner should be installed. Increasing the distance between the burner and the cooker did not solve the problems. Other experts concluded, contrary to the opinion of the Northwest Natural Gas serviceman, that insufficient gas pressure caused the difficulties.

Troy testified that between December, 1976, and March, 1977, the Beaverton store sold 73,671 pounds of crab, most of which was cooked in the Swan Island cooker. He also testified that in order to serve the customers of the Beaverton store during this period, the employees at Troy's Powell Boulevard store had to cook 11,535 extra pounds of crab to be delivered to the Beaverton store. He estimated that 1,200 pounds of crab were ruined in the Swan Island cooker. He calculated his damages at \$2,950.

In March, 1977, Troy called Bader and told him that the cooker did not work properly and that Bader could pick it up at the store. The cooker remained in the store, however, for several months. On August 1, 1977, Troy sent Bader a letter stating in part, "We regret that we must reject the stainless steel crab cook pot that we are currently holding. The pot

simply did not perform the task correctly and is not fit for its intended purpose." Soon thereafter, Troy delivered the pot to Swan Island. Troy's never paid for the crab cooker. The cooker was later resold to a fish market in Napa, California.

After hearing the evidence, the trial court made the following pertinent findings of fact:

"Said crab pot cooker was defective in that the burner location prevented proper combustion and prevented sufficient recovery time properly to cook crab and produced ***473** symptoms of odor, smothering (which could cause the burner flame to go out), employee complaints associated with products of incomplete combustion and burner inefficiency, in that the burner produced a maximum output of 90,000 btu's regardless of gas pressure, which resulted in the cooker never working satisfactorily. The prior gas-fired pot in the defendant's store worked fine.

" * * *

"That after reasonable efforts were made to correct the crab pot cooker, but which efforts were unsuccessful, the defendant rejected the crab pot cooker in approximately March, 1977.

"That the defendant has proven by a preponderance of the evidence consequential damages of \$2,950.00 as a result of defects in the crab pot cooker, including controls supplied by the plaintiff to the defendant, and not as a result of gas pressure fluctuations."

The court concluded as a matter of law that "the plaintiff impliedly warranted that the design of the burner, its placement and controls, was fit for the particular purpose of cooking crab, including proper recovery time," and that plaintiff breached this implied warranty.

****1329** On appeal, plaintiff argues that the trial court erred in finding an implied warranty of fitness for a particular purpose under these facts. [ORS 72.3150](#) provides for a warranty of fitness for a particular purpose, as follows:

"Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying

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Swan Island Sheet Metal Works, Inc. v. Troy's Custom..., 49 Or.App. 469 (1980)

619 P.2d 1326, 30 UCC Rep.Serv. 914

on the seller's skill or judgment to select or furnish suitable goods, there is unless excluded or modified under [ORS 72.3160](#) an implied warranty that the goods shall be fit for such purpose.”

The following three conditions are necessary to create a warranty of fitness for a particular purpose:

“(1) The seller must have reason to know the buyer's particular purpose.

“(2) The seller must have reason to know that the buyer is relying on the seller's skill or judgment to furnish appropriate goods.

“(3) The buyer must, in fact, rely upon the seller's skill or judgment.” *J. White and R. Summers, Uniform Commercial Code* s 9-9 at 297 (1972).

*474 See *Controltek, Inc. v. Kwikkee Enterprises, Inc.*, 284 Or. 123, 585 P.2d 670 (1978); *Valley Iron and Steel v. Thorin*, 278 Or. 103, 562 P.2d 1212 (1977); *Beam v. Cullett*, 48 Or.App. 47, 49-50, 615 P.2d 1196 (1980).

Plaintiff's major contention is that defendant did not rely on the plaintiff's expertise to furnish a suitable product.

The existence of a warranty of fitness for a particular purpose depends in part on the comparative knowledge and skills of the parties. *Blockhead, Inc. v. Plastic Forming Company, Inc.*, 402 F.Supp. 1017, 1024 (D.Conn.1975); *Controltek, Inc. v. Kwikkee Enterprises, Inc.*, supra; *Valley Iron and Steel v. Thorin*, supra; *Beam v. Cullett*, supra. There can be no justifiable reliance by a buyer possessing equal or superior knowledge or skill with respect to the product purchased by him. *Controltek, Inc. v. Kwikkee Enterprises, Inc.*, supra; *Valley Iron and Steel v. Thorin*, supra; *Beam v. Cullett*, supra. Since both Bader and Troy admitted ignorance of the design of gas burners, plaintiff argues, there could be no justifiable reliance by defendant on plaintiff's expertise.

It is uncontested, however, that defendant relied on plaintiff to assemble the expertise necessary to select a suitable burner and design its placement relative to the crab pot. We conclude that where, as here, the parties expressly agree that the seller will seek outside expert advice with respect to the selection

and design of the product to be purchased by the buyer, and the buyer relies on the seller to do so, the requirement of reliance in [ORS 72.3150](#) is satisfied.¹ Such reliance by the buyer is reasonable. Commercial necessity also justifies such reliance, since a manufacturer must often consult outside specialists on the design and incorporation of component parts into a larger product built and sold by the manufacturer.

*475 Swan Island also argues that Troy's merely relied on it to duplicate an existing crab cooker supplied by Troy's as a model and, therefore, did not rely on Swan Island's skill and judgment. When goods are manufactured in accordance with specifications supplied by the buyer, there is no warranty of fitness for a particular purpose, because the buyer does not rely on the seller's skill or judgment. *Controltek, Inc. v. Kwikkee Enterprises, Inc.*, supra, 284 Or. at 129, 585 P.2d 670. Here, however, Swan Island did not simply follow Troy's specifications, since a different burner had to be **1330 substituted due to the unavailability of a burner to match the one on the old crab cooker.

Swan Island contends that there was no evidence that it was aware of the particular problems unique to cooking crab, and thus that it had no reason to know the particular purpose for which the cooker was required. Bader's testimony indicates, however, that at the time of contracting he was aware that the cooker required certain controls and that a rapid recovery time was essential in order for the cooker to fulfill its intended purpose.

We do not address plaintiff's other points, regarding substantial impairment of the value of the cooker to the buyer due to nonconformity of the cooker to the implied warranty, [ORS 72.6080\(1\)](#), and timeliness of the buyer's revocation of acceptance, [ORS 72.6080\(2\)](#). We are satisfied that the trial court properly resolved these issues of fact in favor of the buyer.

Affirmed.

All Citations

49 Or.App. 469, 619 P.2d 1326, 30 UCC Rep.Serv. 914

Footnotes

- ¹ The result would differ if the seller disclaimed any expertise and the parties agreed that the buyer would consult outside experts for advice on the suitability of the product involved. In such a case, the buyer would not be relying on the seller's skill or knowledge to select or furnish suitable goods. See [Gilbert & Bennett Mfg. Co. v. Westinghouse Elec. Corp.](#), 445 F.Supp. 537 (D.Mass.1977).