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# West Virginia Law Review

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## STUDENT NOTES

### Implied Warranty and Trichinosis

Perhaps, from the outset, it should be noted that this discussion shall be limited to an investigation of the applicability of the doctrine of implied warranty to the retailer of consumer food products who sell raw pork from which the consumers contract trichinosis. The reader is cautioned in making analogies between warranties arising from food and those from other retail products, for the rules of law regulating the former are in some ways unique.

The principle of implied warranty is an exception to the rule of caveat emptor and is not of recent origin, perhaps originating in early common law when the ale-wife was journey to the tumbrel with distaff for selling sorry beer.<sup>1</sup> Implied warranty is an ill begot child of fortune, resulting from a freak and illicit intercourse be-

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<sup>1</sup> Hamilton, *The Ancient Maxim Caveat Emptor*, 40 YALE L.J. 1133, 1143 (1931).