

**Contracts**  
**Day v. Caton**  
199 Mass. 513 (1876)

## Keyword Subject

Breach of Contract, Implied Contract, Silence as Acceptance

## Facts

Plaintiff and Defendant each owned equitable interests in adjoining properties. Plaintiff alleges they build a brick wall, half of which was on Defendant's vacant lot, with the express understanding that if defendant used it in building on their lot they would remunerate plaintiff for the cost. Defendant used the wall in building on their lot, then denied that such an agreement had ever been formally made.

## Procedural History

Trial Court: In favor of Plaintiff

Appeal: In favor of Plaintiff (Exceptions overruled)

## Issue

Can a promise be inferred from the fact that an offerer undertakes and completes the terms of an agreement and the offeree, knowing this completion is done with the expectation that the promise be fulfilled, does not stop them?

## Holding: Yes; Objections overruled

## Principle

The circumstances of each case would necessarily determine whether silence, with a knowledge that another was doing valuable work for his benefit and with the expectation of payment, indicated that consent which would give rise to the inference of a contract.

## Reasoning

## Separate Opinions

## Notes