

During a plumbing bid, the defendant Hinson agreed to do a plumbing job for N&W Construction company for **\$92,000**. However, after the bidding, N&W contacted Hinson to begin the job, and he refused. N&W was forced to accept the second-lowest bidder for an amount of **\$139,000**.

N&W sued Hinson based on promissory estoppel to seek damages from selecting another more expensive plumber due to Hinson refusing the job. The court ruled in favor of N & W and they were awarded **\$47,000** in damages. Hinson appealed on the basis that he did not formally sign a contract.

However, The court of appeals held the decision after Hinson admitted he did give a verbal quote over the phone. The legal question at hand was Hinson responsible to uphold the job even though Hinson did not sign a formalized contract. Under the theory of promissory estoppel, Hinson was obliged to complete the work since he made a verbal quote over the phone. Promissory estoppel states, "An estoppel may arise from the making of a promise, even though without consideration if it was intended that the promise should be relied upon and in fact, it was relied upon, and if a refusal to enforce it would be virtually to sanction the perpetuation of fraud or would result in other Injustice". As a result, the appellate court held the previous decision as the amount of **\$47,000** covers The extra charge N&W was forced to pay for the second plumber due to Hinson not accepting the work. The appellate court held the previous decision saying the court made a correct ruling on the theory of promissory estoppel.

Since Hinson made a verbal quote of **\$92,000**, N&W relied on this amount when constructing their new building. When Hinson refused the work, it affected N&W's initial planning. Hinson as well later explained that he just had too much stuff going on for the job. Under the given circumstance the previous court's decision was appropriate and held.

