**Review Case Problems**

**Chapter 11**

\* You are **not** required to submit answers for these case problems. These questions provide you with the opportunity to practice critical legal thinking and review the chapter materials.

\*When answering a question, you should identify the issue, state the relevant rule of law, apply the law to the facts, and then reach a decision. I will post the answers at the end of each week. Contact me if you wish to discuss an answer.

**1.)** Ofler, a physician in a small town, learned that there was a homeless man by the name of Stauffer living in the same town who was suffering from cancer and in dire need of a physician's services. Ofler called upon Stauffer, who informed him that he had no money and could not afford to pay a doctor, whereupon Ofler said, "Don’t let that bother you. I have a professional interest in your case." He performed a very intricate operation on Stauffer, treated him for a period of two months, and affected an entire cure. Stauffer later received a large legacy from the estate of a deceased relative. The physician, hearing this, makes a claim upon Stauffer for the value of his services. Can he recover on the basis of: (a) Express contract (b) Implied contract? (c) Quasi contract? Explain treating each part separately.

**2.)** Peters was the auditor for a building and loan association who, for a flat sum of $24,000 per year, made monthly audits of the association's account. This sum was credited at the end of each year to the reduction of mortgage debt owed by Peters to the association. Lance was employed as the association's real estate manager at the annual salary of $58,000. Lance's duties were to supervise maintenance and repair of properties owned by the association, secure tenants, attend to payments, and advise the directors at their regular meetings of the conditions of the property, what rental was being obtained, whether the rental was adequate, and whether certain properties should be sold. Lance resigned and Peters, on his own initiative, took over all of Lance’s former duties. The directors, although aware of this, never raised the question of who had hired him or how much, if anything, he was to be paid over his regular fee of $24,000 per year for the auditing work. After Peters had performed these managerial duties for one year, he requested the association to credit an additional $58,000 on his mortgage debt. On its refusal he sued the association for $58,000, the amount formerly paid to Lance. How much, if anything, should he recover? Explain.

**3.)** Blaine Gas Co. discovered that gas was being consumed at 410 Main Street although there was no record of an account or meter at that address. The last account at that address had been closed twelve years earlier. Janet Duffy was living at 410 Main Street. Blaine sued her for the gas consumed at that location. Explain fully whether or not Janet is obligated to pay for the gas usage. What legal theories are at issue?

**4.)** Juan lost his dog while at the park. Within an hour, Juan had posted notices in the park stating that he would pay $500 to the person who found and returned his dog. After three days had passed, Juan and his family were heartbroken that no one had found their dog, so Juan posted new notices in the park and surrounding streets promising the sum of $1000 as payment for the return of his dog. Aisha found Juan’s dog the day after it had gone missing, but unfortunately the dog did not have any identification tags on its collar. Four days later, Aisha told her friend, Monica, about the dog. Monica informed Aisha that she had seen a notice about a similar lost dog. Aisha contacted Juan and returned the dog to him. Do Juan and Aisha have a contract? Why or why not? How much money is Juan obligated to pay to Aisha?