[**Week 1: Question 2**](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105006_1&mode=view)

Hanna owned a Honda and sometimes had work done on it at Henry’s Garage.

One day she drove up with a flat tire, parked her car beside the garage, and called to Henry that she had a flat tire and would be back in an hour.

Henry fixed the tire.

Hanna refused to pay, saying that she had intended to make the repair herself.

1. Was there a contract?  Explain completely why or why not and how much Hanna would pay.
2. An implied contract is expressed by conduct or implied or deduced from the facts. Hanna came to a professional garage which she takes her vehicle to get serviced from time to time. She dropped off the car expressing that she has a flat tire and will be back within an hour. Even if there is no discussion about fees or services her actions implies in exchange for the professional’s services.
3. Suppose Henry also adjusted the carburetor and straightened a fender.  Could he recover for this?  Explain.
4. If Henry adjusted the carburetor and straightened a fender he cannot recover the fees for this service because the implied contract does not bar for extra work that was not covered.

(Due: Friday, 11 PM.  Comment to classmate post is due before 11PM Sunday)

[**Week 1: Question 3**](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105007_1&mode=view)

Ron Dexter is engaged in the business of towing and storing vehicles.

On February 14, 2008, the police recovered a stolen automobile and had it stored at Dexter’s lot.

The legal owner of the car, Outback Insurance Company, learned that the automobile, valued at $11,350, was located at Dexter’s facility on May 8, 2008, but took no action to take possession of the vehicle.

On July 12, 2008, Dexter discovered that Outback owned the automobile.

On July 15, 2008, Dexter gave written notice to Outback that the car was at his storage facility.

 He enclosed a bill for storage fees at the rate of $30 a day.

Outback refused to pay the fees.

On July 10, 2009, Outback sued to take possession of the car.

Dexter released the car to Outback on July 17, 2009, but sued Outback to recover $15,510 in storage fees.

Is Outback obligated to pay $15,510 to Dexter for the storage of the vehicle?

Discuss fully why or why not.

What legal theories are at issue?

Quasi contract is a theory used by the courts to prevent unjust enrichment. This creates an obligation imposed-by-law rather than by the agreement of the parties. Ron Dexter On February 14, 2008 obtained possession of the vehicle and stored it in his lot. The legal owner of the car, Outback Insurance Company, learned that the automobile, valued at $11,350, was located at Dexter’s facility on May 8, 2008, but took no action to take possession of the vehicle.  So Outback Insurance knew that the vehicle was being held and was also notified by Dexter on July 12, 2008. When a person or enterprise receives a benefit from another, even in the absence of a promise to pay for the benefit, a court may impose an obligation to pay for the reasonable value of that benefit. Since Outback Insurance did receive the benefit of storing the car and was given a reasonable value for that benefit they are obligated to pay for the benefit due to the Quasi contract theory.