

QUESTION 4 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II

Paul Plaintiff owns a retail fur shop located in the National Bank Building in Gaylord, Michigan. His business is the selling and repairing of fur coats as well as storage of furs in the off season. Paul is one of several tenants in the building, which is owned by Larry Landlord. Paul has a written lease and leases three rooms. One room is a show room for the display and sale of furs. Another is a work room for repairs, which is adjacent to the show room. The third is a climate controlled storage room located in the back of the building off a common area shared by all tenants.

Larry Landlord entered into a contract with Quick Repair Company to repair the common portion of the building used by the tenants, including Paul. Their agreement required Quick Repair to furnish labor and material to repair the common area according to the specifications prepared by Larry Landlord's architect. In addition, the contract provides:

"All work to be performed pursuant to the plans provided by the architect and specifications provided therein and in such a way and manner as to cause a minimum of disruption to the building tenants."

Neither Paul nor any other tenant was a party to the contract.

Victor Vendor came to see Paul at the fur shop. Victor brought a box of twenty-two sable hats which he wanted Paul to buy for resale. Paul was reluctant, but agreed to discuss it over lunch with Victor. Victor asked Paul if he could store his sable hats in Paul's climate controlled storage room while they ate. Paul agreed. Paul and Victor went to lunch and were gone for two hours.

Quick Repair entered the building just after Paul left. Seeing that his shop was closed, they immediately undertook to perform demolition work in the common area in Paul's absence. When Paul returned from lunch with Victor, he walked into his storage room and saw his furs covered with dirt, wet plaster and dust. Victor discovered that his sable hats were covered with the same debris. All of the damaged inventory had to be professionally cleaned and repaired before either Paul or Victor could display their items in a showroom for potential sale. The delay caused both Paul and Victor to miss an entire fall/winter season when sales of their respective inventory are typically at peak levels.

Paul intends to sue Quick Repair for damage done to the furs and his loss of sales that are attributable to that damage. Victor

intends to sue Quick Repair for the damage done to his hats.

Can Paul maintain a non-tort cause of action against Quick Repair? If so, under what theory and what is the likely result? Can Victor maintain a non-tort cause of action against Quick Repair? If so, under what theory and what is the likely result. Explain your answers.

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