

**QUESTION 9 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III**

Carolyn Carowner owns a convertible titled in Michigan in her name. In November 2012, she began experiencing engine problems with her convertible. She took the convertible to a local repair shop, Greg's Garage, for repairs. Greg diagnosed the engine problems. He gave Carolyn a written estimate of \$2,000 for the repairs, which Carolyn then authorized in writing. When she went to pick up the repaired vehicle a few days later, however, she claimed that she could not pay the \$2,000 bill and did not know when she would be able to pay it.

Greg told Carolyn that he would not release the vehicle to her until she paid the bill in full. He also explained that he would begin charging a storage fee of \$5 per day if the vehicle remained in his possession for more than one week after the repairs were complete. Carolyn demanded her vehicle back while she figured out how she would pay for the repairs and threatened legal action to recover her vehicle. Greg again refused to return Carolyn's convertible to her.

Several days later, Laura Lee saw Carolyn's vehicle in Greg's storage lot and liked it so much that she offered him \$5,000 for it on the spot, even though there was no "for sale" sign on it. Laura left her business card with Greg and told him that he could take a couple of days to think over her offer.

**Assess under Michigan law: (a) whether Carolyn will be successful in recovering the vehicle from Greg if she sues him; (b) whether Greg may charge a \$5 daily fee for storing the vehicle; and (c) whether Greg may accept Laura's offer for the vehicle. Explain your answers.**

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