Contract Formation Case Summaries

According to the allegations of the complaint, during the 1995–1996 football season, defendants conducted a promotional campaign to promote the Carolina Panthers football team and the Ford Dealers of North Carolina, the "One Half Ton of Fun" Contest ("Contest"). Defendants advertised to the general public a contest for which the grand prize was a new Ford F–150 pickup truck. Plaintiff filled out an entry form and entered the Contest. On 16 January 1996, defendants' agent, Brittany Foster, notified plaintiff that he had been selected as the winner. Plaintiff alleged that Ms. Foster stated: "Congratulations, you have won a F–150 Ford truck." At first plaintiff did not believe that he had won the Contest, but after repeated assurances from Ms. Foster, he was convinced. Later that day, Scott Crites, Manager of the Carolina Panthers Radio Network, called plaintiff and told him that *273 he **174 had not won the Contest and that the prize had been given to someone else.

Defendants maintained that plaintiff was not the winner because his name was not the first selected from the drawing. Unable to reach the first person whose name was drawn, defendants selected plaintiff's name during a second drawing. Subsequently, the first winner appeared to claim his prize and defendants awarded him the truck.

Plaintiff initiated this suit alleging breach of contract,

Jones v. Capitol Broad. Co., 128 N.C. App. 271, 272-73, 495 S.E.2d 172, 173-74 (1998)

We adopt the rule that advertising a promotional contest to the public is in the nature of an offer. An enforceable contract is formed when a party accepts that offer and consideration is provided by entering the contest and complying with all of the terms of the offer.

Jones v. Capitol Broad. Co., 128 N.C. App. 271, 274, 495 S.E.2d 172, 174 (1998)

The evidence in the present case, viewed in plaintiff's favor, tends to show that plaintiff Elton Parrish (Parrish) is the owner and operator of Parrish Funeral Home, Inc. On 15 March 1989, defendant Harry Pittman (Pittman) contacted Parrish concerning Pittman's father who had died in Florida. Pittman asked Parrish to arrange to have his father's body returned to this state for burial. Pittman also requested that Parrish handle the funeral arrangements through his funeral home. Prior to the funeral, Pittman and his wife selected the casket, vault and clothing for his deceased father. The next day when Pittman was discussing funeral arrangements with Parrish, Pittman told Parrish that the executor of the estate, Lynn Blaha, would bring Parrish a check to pay for the funeral service.

A day later, the Pittmans and Ms. Blaha returned to the funeral home. Ms. Blaha left without paying for the funeral services, and Parrish told the Pittmans that he had "gone as far as [he] could go." He further stated that he would not have the visitation or the funeral unless someone was going to be responsible for the bill. The total bill was $4,288.95. Pittman told Parrish that "the estate certainly ought to be worth it, and if that is not worth it, we will see that you get your money." Pittman also stated that "we will see that you get your money if I have to pay it myself."

Parrish then requested that Pittman sign the bill but Pittman refused. Pittman stated that he hoped Ms. Blaha would sign the document. Parrish provided the remainder of the funeral services and billed the estate for the balance due. Within a month after the funeral, Parrish telephoned Ms. Blaha to collect the debt from the estate. Parrish also telephoned the Clerk of Court in Johnston County and in Norfolk, Virginia to determine if an estate account had been established for the deceased. Parrish testified that he was informed that the estate could not pay the funeral expenses. Parrish then demanded that the Pittmans pay, based upon their representations before the funeral. The Pittmans refused to pay, and Parrish filed this action.

Parrish Funeral Home, Inc. v. Pittman, 104 N.C. App. 268, 270, 409 S.E.2d 327, 329 (1991)

[The fact that decedent's estate is primarily responsible for funeral expenses] does not preclude as a matter of law that an express contract existed between plaintiff and defendants whereby defendants unconditionally agreed to pay the funeral expenses. The plaintiff's evidence of record indicates that defendants agreed to take care of the funeral expenses if the estate did not, and that Pittman agreed with plaintiff to "see that you get your money if I have to pay it myself[.]" after plaintiff stated that he could not go forward with the visitation or funeral unless someone was responsible for the bill. Although the evidence also indicates that defendants refused to sign any agreement that they would in fact be responsible for the funeral expenses if the estate did not pay, this evidence does not so negate defendant's alleged agreement to take care of the funeral expenses if the estate did not so as to warrant a directed verdict.

Parrish Funeral Home, Inc. v. Pittman, 104 N.C. App. 268, 272, 409 S.E.2d 327, 330 (1991)

On 29 October 1977 the parties entered into the Agreement wherein defendant was to lease a 1978 Chevrolet pickup truck from plaintiff and pay monthly rental payments of $179.68. The Agreement provided: "Lessee shall pay for all maintenance and **160 repairs to keep vehicle in good working order and condition and will maintain the vehicle as required to keep the manufacturer's warranty in force. The vehicle will be returned at the end of the lease period in good condition, reasonable wear and tear excepted." *651 Defendant accepted delivery on or about the date the Agreement was executed and thereafter made seventeen monthly payments.

On 11 December 1978 an employee of defendant called plaintiff and indicated that the truck had stopped running. He requested that plaintiff tow the vehicle to plaintiff's garage and determine the problem. Plaintiff promptly towed the vehicle and thereafter discovered that it contained no motor oil. Further examination revealed that it displayed no maintenance stickers with the exception of the pre-delivery inspection sticker applied by plaintiff.

Plaintiff keeps maintenance records on all vehicles leased or sold by it. An examination of these records indicated that the truck leased to defendant had not been lubricated in fourteen months, and that oil had neither been changed nor added.

At the time the truck was towed to plaintiff's garage, the odometer showed 25,494 miles. When the oil pan was removed, plaintiff discovered that the engine was “seized” and that it would be necessary to disassemble the engine in order to ascertain the extent of the damage and the type of repairs needed. Plaintiff called defendant to request permission to disassemble the engine for this purpose.

On 15 December 1978 an employee of defendant authorized the disassembly. The engine was disassembled, and plaintiff advised defendant or one of her employees that the engine needed a new block and other parts at an estimated cost of $1,399. After personally conferring with plaintiff's president about the repairs, defendant sent some of her employees to plaintiff's garage to examine the block and damaged parts. After conversing with an employee of General Motor's Chevrolet Division, defendant verified that the vehicle was no longer under warranty.

The disassembled vehicle continued to occupy one of plaintiff's work bays for approximately twenty-two days. On 2 January 1979 plaintiff's president instructed his employees to repair the vehicle. A new block and other necessary parts were installed for the purpose of returning the vehicle to good working order.

*652 On or about 5 January 1979 plaintiff's service manager telephoned defendant to inform her that the vehicle had been repaired, and that the bill for said repairs was $1,379.87 in addition to a $10 bill for towing. A few days later defendant sent two of her employees to the garage for the purpose of accepting and taking possession of the repaired vehicle. When they arrived plaintiff advised them that both bills would have to be paid before possession could be taken. Defendant refused to pay any part of the bills.

Anderson Chevrolet/Olds, Inc. v. Higgins, 57 N.C. App. 650, 650-52, 292 S.E.2d 159, 159-60 (1982)

Defendant's conduct in (1) requesting plaintiff to tow the vehicle to its garage, (2) authorizing plaintiff to disassemble the vehicle, and (3) allowing the disassembled vehicle to remain in plaintiff's garage for twenty-two days clearly permit the conclusion that defendant *656 gave plaintiff reason to believe she had consented to the repairs. The finding most detrimental to defendant's contention that no contract existed is the finding that after she was informed that the repairs were complete, and the cost thereof, defendant sent two of her employees to plaintiff's garage “for the purpose of accepting and taking possession of the repaired leased vehicle.” This finding fully supports a conclusion that by her conduct defendant impliedly accepted plaintiff's offer to repair the vehicle, and thereby impliedly incurred an obligation to pay for the repairs.

Anderson Chevrolet/Olds, Inc. v. Higgins, 57 N.C. App. 650, 655-56, 292 S.E.2d 159, 162 (1982)

Plaintiff's evidence tended to show the following: Defendant's daughter attended Albemarle Academy and took an active part in its programs during the year 1966—1967. On 15 February 1967, the course offerings and programs were established for the following year. Immediately thereafter, a form letter was sent to the parents of each child in attendance during 1966—1967, advising them of the grades and courses to be offered, and the amounts of the tuition. A form labeled APPLICATION BLANK was enclosed. This form

provided blanks to be filled in by the applicant, including birthdate, grade to be entered and various biographical and educational background information. Following this was the statement, ‘READ CAREFULLY, THIS IS A CONTRACT AGREEMENT.’ After this statement was the following paragraph:

'We understand that parents or guardians whose children are accepted by the Albemarle Academy are obligated to the school for the full tuition for that year of school should they withdraw or be withdrawn by school authorities before the end of the year. When a student enrolls, space is reserved and certain expenses incurred on behalf of the student. We understand that no records are released until all obligations of the student and parent or guardian to the school are satisfied in full. After submission, the application is not subject to withdrawal or cancellation by applicants.

Date March 3, 1967

SIGNED: /s/ A. B. Basnight

Parent or Guardian

/s/ Cindy Basnight

Student'

The application was approved by plaintiff's Board of Directors on 11 April 1967. The application was initialed at the top and the approval was noted in the minutes of the Board. Plaintiff presented evidence of employment of teachers based on the number of approved applications and evidence relating to purchase of textbooks and supplies.

In June 1967, defendant's daughter, Cynthia, called the school and informed plaintiff's secretary that she had decided not to return to the Academy the next year.

On 17 August 1967, plaintiff wrote the defendant advising him that a binding contract had been signed by him and that the school wished to have a definite answer from him as to whether Cynthia *654 would be in attendance. Prior to mailing the letter to defendant, there had been no communication by him to the plaintiff other than the application.

Albemarle Educ. Found., Inc. v. Basnight, 4 N.C. App. 652, 653-54, 167 S.E.2d 486, 487 (1969)

Defendant insists that the purported contract relied on by plaintiff was not supported by sufficient consideration. In Carolina Helicopter Corp. v. Cutter Realty Co., 263 N.C. 139, 139 S.E.2d 362 we find the following: ‘* * * ‘It may be stated as a general rule that ‘consideration’ in the sense the term is used in legal parlance, as affecting the enforceability of simple contracts, consists of some benefit or advantage to the promisor, Or some loss or detriment to the promisee. Exum v. Lynch, 188 N.C. 392, 125 S.E. 15; Cherokee County v. Meroney, 173 N.C. 653, 92 S.E. 616; Leaksville-Spray Institute v. Mebane, 165 N.C. 644, 81 S.E. 1020; Findly v. Ray, 50 N.C. 125. It has been held that ‘there is a consideration if the promisee, in return for the promise, does anything legal which he is not bound to do, or refrains from doing anything which he has a right to do, whether there is any actual loss or detriment to him or actual benefit to the promisor or not.’ 17 C.J.S. 426. Spencer v. Bynum, 169 N.C. 119, 85 S.E. 216; Basketeria Stores v. (Public) Indemnity Co., 204 N.C. 537, 168 S.E 822; Grubb v. (Ford) Motor Co., 209 N.C. 88,

182 S.E. 730.' Stonestreet v. (Southern) Oil Co., 226 N.C. 261, 37 S.E.2d 676; Bank (of Lewiston) v. Harrington, 205 N.C. 244, 170 S.E. 916.'

In the present case, plaintiff offered evidence of the purchase of textbooks and hiring of teachers based upon the expectation of *655 receipt of the tuition from defendant. This could be found sufficient to indicate an increase in the plaintiff's expenses as a result of defendant's actions.

Albemarle Educ. Found., Inc. v. Basnight, 4 N.C. App. 652, 654-55, 167 S.E.2d 486, 488 (1969)

In mid-1977 plaintiff reached an agreement with a developer in Craven County to exchange an undeveloped lot which plaintiff owned for a lot in a development then known as Treasure Lake. As a condition to the exchange, the developer required that plaintiff engage a contractor to build a home on the Treasure Lake lot. After receiving cost estimates from several building contractors in the New Bern area, plaintiff consulted an agent of defendant Lowe's to obtain another estimate. He submitted to defendant's agent a scale drawing of the house desired and designated the type and quality of building materials to be used. Plaintiff informed defendant's agent of his agreement with the Treasure Lake developer. After considering plaintiff's scale drawing and proposals, defendant's agent, intending to procure plaintiff's business, told plaintiff that defendant would be responsible for procuring the final building plans, retaining a contractor, and constructing plaintiff's house, with appliances selected by plaintiff, on the Treasure Lake lot, for a total “turn-key” cost of “approximately $35,000.00.” Plaintiff agreed and paid $85.00 to defendant on 10 September 1977. Relying on defendant's agent's promise to send plans and a price breakdown within two weeks, plaintiff made no attempts to contact other contractors. On 1 November 1977, defendant submitted a written “formal bid” which stated $40,102.00 as the total cost, along with plans “for plaintiff's approval” which were substantially different from those requested, and plaintiff promptly notified defendant that he wished the plans redrawn and that the cost was unacceptable. After several months' delay and despite plaintiff's repeated requests for prompt action, defendant submitted new plans and a total cost quotation of $47,021.20 on 27 February 1978. After plaintiff again told defendant that the plans and the cost were unacceptable, defendant submitted another set of plans and cost quotations on 1 May 1978 which were identical to *152 those rejected on 27 February 1978. Plaintiff alleged that because of defendant's breach of the contract on or about 1 May 1978 he was forced to contract to have an inferior house built for $45,167.00 and that he had suffered damages in the amount of at least $15,000.00.

Hammers v. Lowe's Companies, Inc., 48 N.C. App. 150, 151-52, 268 S.E.2d 257, 258 (1980)

when all of plaintiff's allegations are taken into account and considered together, it becomes abundantly clear that no contract ever resulted from the negotiations which took place between the parties. No final plans for the house which plaintiff wanted and no fixed price were ever agreed upon between the parties. All that occurred was that extended negotiations took place, during the course of which defendant continued to propose plans and prices which plaintiff continued to find unacceptable. When, as here, the complaint discloses facts showing that no contract was ever made between the parties, such

disclosure necessarily defeats plaintiff's claim for breach of contract, and that claim was properly dismissed.

Hammers v. Lowe's Companies, Inc., 48 N.C. App. 150, 153, 268 S.E.2d 257, 259 (1980)

Glade Valley School (GVS) is an incorporated private boarding school. Defendant, C.W. Mackey, is its president and chief operating officer. Plaintiff, Geoffrey Braun, taught at the school, under a series of written one-year contracts, from 1977 to 1983. Plaintiff had been aware since 1978 that the school was experiencing financial difficulty. In the spring of 1983 there was speculation among faculty members as to whether the school would reopen for the upcoming fall term.

On 5 April 1983 defendant Mackey wrote and delivered the following letter to the plaintiff:

Dear Geoff,

I appreciate your thoughts and suggestions about the school. I am planning for you to be a part of our faculty next year.

*85 Although I believe your living off campus is not in the school's best interest, you are a valuable part of the school's academic program.

Yours truly,

s/ C.W. Mackey

C.W. Mackey

President

On 10 April 1983 the faculty at GVS was not paid because no money was available. On 4 May 1983 the Board of Trustees of GVS held a meeting. The plaintiff did not **406 attend that meeting. On 6 May 1983 the plaintiff attended an administrative meeting with defendant Mackey and three other school administrators. At that meeting plaintiff was given a copy of a memorandum that would be distributed to the faculty later that same day. The memorandum stated that faculty members in the future would have to have multiple certification. Plaintiff was certified in only one subject area, social studies. Plaintiff was very surprised by this change of policy and stated during the meeting that it would be difficult for GVS to find teachers with multiple certifications.

Later the same day plaintiff met alone with defendant Mackey. It was at this meeting that plaintiff realized that he would not be rehired because of the policy change. Plaintiff was not rehired for the 1983–84 school year at GVS. He did receive some unemployment benefits and earned some money doing a variety of part-time jobs during the 1983–84 school year. In 1984 plaintiff became headmaster of a school in South Carolina.

Braun v. Glade Valley Sch., Inc., 77 N.C. App. 83, 84-85, 334 S.E.2d 404, 405-06 (1985)

t is clear that the plaintiff and defendant Mackey never reached a mutual understanding as to salary, *90 fringe benefits, length of employment, duties and responsibilities, or housing arrangements. There was no meeting of the minds. Further, the letter does not constitute a present offer of employment for the following year. The writer was merely stating his plan or

desire. He had reached no definite decision. When an offer and an acceptance are relied upon to make out a contract, the offer must be one that is intended to create a legal relationship upon acceptance. It cannot be an offer to open negotiations that eventually may result in a contract. *Yeager v. Dobbins,* 252 N.C. 824, 114 S.E.2d 820 (1960).

Braun v. Glade Valley Sch., Inc., 77 N.C. App. 83, 89-90, 334 S.E.2d 404, 408 (1985)

Defendant owned the Hotel Forsyth in Winston–Salem and advertised it for rent. The advertisement was answered by plaintiffs, who resided in St. Louis, and what contract, if any, was entered into, is embodied in the written correspondence between the parties.

1. Letter from D to P, describing the hotel and offering it at $200/month for 12 months.
2. Letter from P to D, asking for further information.
3. Letter from D to P giving further data and suggesting that P send $400 to confirm the lease. "In case we should have closed before receiving your wire then you could have it wired back; otherwise we will confirm by wire."
4. Telegram sent by P to D: "Letter received after banking hours; will wire money order tomorrow."
5. Telegram from D to P: "Holding Hotel Forsyth for your order, as per wire of yesterday."
6. Telegram from P to D: "Mailed payment today; could not telegraph [money] order; blizzard; letter explains".
7. Letter written from P to D as follow-up to telegram: "Dear Sir: When it come to wiring you $400 this morning, every telegraph wire leading out of St. Louis was down. We are in the midst of the worst blizzard this country ever witnessed. Wires down, railroads blocked with snow, wind blowing a gale 70 miles an hour. So, had to use my best judgment in the matter, thought this the wisest course to pursue. The $400 inclosed is the advance payment for the first two months rent to Hotel Forsyth fully furnished in every department. From the date taking possession. On receipt of draft wire me care Wellington Hotel, St. Louis, confirming deal. Will start for Winston–Salem at once. Trusting, under the circumstances, this is satisfactory to you. Yours truly, E. C. Greene, care The Wellington." This letter and the telegram were sent on January 30, 1909.

The defendant did not send a telegram confirming the deal. The plaintiff left St. Louis on February 2 and arrived in Winston-Salem two days later, traveling directly to the Hotel Forsyth and arriving at midnight. The next day the plaintiff demanded that the defendant return their $400 payment.

Greene v. A. F. Messick Grocery Co., 153 N.C. 409, 69 S.E. 412, 412-13 (1910)

The plaintiffs had a right to demand such confirmation, and in the manner required by their letter containing the remittance. Until such confirmation was sent by wire, there was no completed contract, and plaintiffs had a right to demand their money back when they arrived at Winston–Salem.

Greene v. A. F. Messick Grocery Co., 153 N.C. 409, 69 S.E. 412, 413 (1910)

The plaintiff in this case is J.L. Elks, suing North State Life Insurance Company for damages for breach of an alleged contract to lend the plaintiff $1,000. Elks offered evidence showing that he had life insurance with North State, and that he applied for a loan of $1,000 in 1910. Elks told J. F. Stokes, an agent with the company, that he wanted some money, and that Stokes said he could get some. (Stokes had authority to solicit insurance and to collect premiums, but no authority to make loans or to take applications therefor.) Most of the correspondence in reference to the loans was between Stokes and his employer, North State. Elks offered collateral in the form of real estate for the loan. North State's by-laws required that the title to the property offered as security should be passed on by its attorney, and the loan approved by its finance committee. After Elks had talked to Stokes, but before Elks filled out a formal written application for the loan, North State's general manager told Stokes, "Go, take his application, and get up his papers, and, if his security is all right, we will lend it to him right away." A few days later Elks provided North State with a written application for the money and an abstract of the title to the real estate offered as security. Soon thereafter Stokes went to North State's home office and had a conversation with the president. Stokes asked about the loan, and the president replied that he believed the loan was made, indicating that the papers and everything left his office several days prior to that time and that the loan had been approved. Stokes conveyed this information to Elks – although he had not been told to do so.

The record contains a number of letters written by North State's general manager to Stokes between February 14 and December 3, 1910. These letters generally contain statements assuring Stokes that the application is being discussed and considered, and that positive action is likely. One such statement was "I will endeavor to get this mater closed up quickly, and think I can safely promise to do so." As time went on, the letters acknowledge delay in taking action on the application, but continue to state that it "will be taken up at the very first available opportunity—that is, so far as I am at liberty to make a promise in the matter." Finally, in December, Stokes received a letter saying that "the company will be compelled to decline making these loans" because of other expenses reducing available funds.

Elks v. N. State Life Ins. Co., 159 N.C. 619, 75 S.E. 808, 809 (1912)

If the alleged contract is made by conversations and correspondence, the whole must be considered; and although certain parts, taken alone, appear to constitute a binding agreement, if the whole correspondence and negotiations show that there were other terms contemplated by both parties as essential to the proposed contract, on which they fail to agree, there is no contract. . . .

If the minds of the parties meet upon a proposition, which is sufficiently definite to be enforced, the contract is complete, although it is in the contemplation of the parties that it shall be reduced to writing as a memorial or evidence of the contract; but if it appears that the parties are merely negotiating to see if they can agree upon terms, and that the writing is to be the contract, then there is no contract until the writing is executed.

it is quite clear that after all the question is mainly one of intention. If the party sought to be charged intended to close a contract prior to the formal signing of a written draft, he will be bound by the contract actually made, though the signing of the written draft be omitted. If, on the other hand, such party neither had nor signified such an intention to close the contract until it was fully expressed in a written instrument and attested by signatures, then he will not be bound until the signatures are affixed.

In determining which view is entertained in any particular case, several circumstances may be helpful, as whether the contract is of that class which are usually found to be in writing, whether it is of such nature as to need a formal writing for its full expression, whether it has few or many details, whether the amount involved is large or small, whether it is a common or unusual contract, whether the negotiations themselves indicate that a written draft is contemplated as a final conclusion of the negotiations. If a written draft is proposed, suggested, or referred to, during the negotiations, it is some evidence that the parties intended it to be the final closing of the contract.

Elks v. N. State Life Ins. Co., 159 N.C. 619, 75 S.E. 808, 810-11 (1912)

Charles Holmes Machine Company sued B.D. Chalkley to recover possession of a Sawyer measuring machine or, in the alternative, $250 damages plus $100 loss of use. The Machine Company advertised for sale a "Sawyer measuring machine." Chalkley responded to the ad with a letter inquiring about the price of the "Sawyer Whole-Hide Measuring Machine." Correspondence between plaintiff and defendant continued, with the Company referring to the "Sawyer measuring machine" and defendant referring to a "whole hide measuring machine." Chalkley received the machine, which he then sold for $250, the price charged by plaintiff. When plaintiff filed this action to recover possession of the machine, Mr. Chalkley counterclaimed for $650, arguing that plaintiff breached the contract by delivering to him a "half-hide" machine, rather than the whole-hide machine he had agreed to purchase. (The FMV of a "whole hide machine", according to defendant, was $900.)

The plaintiff advertised for sale the very machine which was shipped to the defendant, it being the one and the only one it proposed to sell at $250. The defendant accepted the proposal, but not according to the terms in which it was made. The plaintiff proposed to sell one thing and the defendant to buy another and quite different thing. There is no other construction to be placed upon the correspondence between the parties. There was a mutual mistake as to an essential matter and the minds of the parties have therefore not met in one and the same intention. There is no fraud alleged in this case, but nevertheless it results that there was no contract. The defendant though, has received and converted to his own use the machine shipped to him, and as it was not his property, but belonged to the plaintiff, he is liable for its value, which is admitted to be $250; that being the amount realized from the sale of it by him.

Charles Holmes Mach. Co. v. Chalkley, 143 N.C. 181, 55 S.E. 524, 526 (1906)

Plaintiff Luther Brown filed this action against J.E. Williams in his capacity as executor of the estate of A.F. Williams. Mr. Brown's evidence showed that he was A.F.'s neighbor and that he provided services to the deceased for a six-year period up to his death. A.F. never paid plaintiff for his services (which were set forth in detail at trial, but not described in the complaint), but allegedly often stated an indication to repay him upon death. At trial several witnesses testified that the deceased had made the following statements:

- *He said that if it were not for Luther* (speaking of *plaintiff*), *he didn't know what he would do, that Luther was his dependence, and he would have to reward him for it. He didn't say how he was going to reward him.*
- He said he was going to reward Luther for his help."
- "*He told me he was going to give him something he would be proud of and appreciate when he was gone."*
- "He said 'Luther is my main help and my aim is to give him something *that will reward him when I am dead and gone.*'
- And he said 'Luther has done more for me than my own children, and I appreciate everything you all have done for me, and your little children are so sweet to run in here and pump my water."'
- "He said 'I am going to reward Luther with something *he will be proud of and appreciate when I am dead and gone.*"

Brown v. Williams, 196 N.C. 247, 145 S.E. 233 (1928)

There is nothing to indicate, in the expressions made by defendant's testator, any certain or definite promise or contract, either express or implied, to make a testamentary provision in his will in favor of plaintiff. The expressions were not even made to plaintiff, but to others. It was an appreciation and intention, but not an obligation.

[Court found insufficient evidence of contract, but upheld quantum meruit possibility.]

Brown v. Williams, 196 N.C. 247, 145 S.E. 233, 234 (1928)