

4.11 Quantum Meruit (Approved June 2017)

In some circumstances, equity will permit recovery in the absence of an expressed contract or a contract implied-in-fact. Even when the words and actions of the parties are not enough to establish an intention to agree upon contract terms, a quasi-contract may be imposed by the law for the purpose of bringing about justice without reference to the intentions of the parties.

Quasi-contractual liability rests on the equitable principle that a person shall not be allowed to enrich himself unjustly at the expense of another.

If you find that the parties had a contract, either expressed or implied in fact, then the principle of quantum meruit does not apply.¹

But a plaintiff may recover under the principle of quantum meruit if the plaintiff can prove by a preponderance of the evidence all of the following factors:

- 1) That plaintiff conferred a benefit on defendant.
- 2) That plaintiff conferred said benefit with a reasonable expectation that defendant would pay for it.
- 3) That the benefit was conferred under circumstances that should have put defendant on notice that plaintiff expected to be paid.²

¹ See *New York-Connecticut Dev. Corp. v. Blinds-To-Go (U.S.) Inc.*, 449 N.J. Super. 542 (App. Div. 2017).

² See *Weichert Co. Realtors v. Ryan*, 128 N.J. 427 (1991).

If plaintiff establishes these factors by a preponderance of the evidence, then the plaintiff shall be entitled to recover from defendant the fair value of the benefit conferred upon the defendant.