

SUMMARY STATEMENT

Turcott v. Estate of Clarence D. Bates, Docket No. 45920

The Idaho Supreme Court affirmed a district court's award of damages for unjust enrichment. Deann Turcott and her husband spent considerable time and money making improvements on her father, Clarence Bates' land under the belief that she would inherit half of Clarence's estate. Clarence subsequently changed his will and left Deann nothing. Deann filed suit seeking quantum meruit damages for the work she had performed. The district determined that quantum meruit did not apply because there was no implied-in-fact contract between Clarence and Deann; instead, the district court awarded damages under a theory of unjust enrichment. Deann appealed and this Court affirmed, holding there was no evidence of an implied-in-fact contract, particularly given the factual conclusion that Clarence did not request any of the work performed on his land. Deann volunteered to perform the work and as a volunteer she could not compel her father to become indebted to her through an implied-in-fact contract which never existed.