

Taking Sides

Richardson hired J. C. Flood Company, a plumbing contractor, to correct a stoppage in the sewer line of her house. The plumbing company's "snake" device, used to clear the line leading to the main sewer, became caught in the underground line. To release it, the company excavated a portion of the sewer line in Richardson's backyard. In the process, the company discovered numerous leaks in a rusty, defective water pipe that ran parallel with the sewer line. To meet public regulations, the water pipe, of a type no longer approved for such service, had to be replaced either then or later, when the yard would have to be excavated again. The plumbing company proceeded to repair the water pipe. Though Richardson inspected the company's work daily and did not express any objection to the extra work involved in replacing the water pipe, she refused to pay any part of the total bill after the company completed the entire operation. J. C. Flood Company then sued Richardson for the costs of labor and material it had furnished.

- a. What arguments would support J. C. Flood's claim for the costs of labor and material it had furnished?
- b. What arguments would support Richardson's refusal to pay the bill?
- c. For what, if anything, should Richardson be liable? Explain.