**Memo**

TO:

From:

Date:

Subject: **Pittsley v. Houser, 875 P.2d 232**

**Introduction**

The case Pittsley v. Houser, 875 P.2d 232 (Idaho Ct. App. 1994 is a civil case filed on June 10, 1994 before the Michigan Court of Appeal. It was presided over by a bench of two judges WALTERS, C.J., and CAREY, J. However, others involved in the case to ensure that determination is made are David A. Frazier, Coeur d’Alene for the appellant, and harles H. Kimball, Coeur d'Alene, for respondent, acting for the respondent. In the case, the appellant Donald Houser, transacting business as Hilton Contract Carpet Co appealed the decision of the lower court and demand for fresh determination whether the Universal Conduct Code(UCC) is applicable in the case.

**Fact**

It is stated that Donald Houser (Hilton Contract Co.) established a business contract with Jane Pittsley for the installation of carpet at Pittsley’s home. Pittsley paid $4,402 to Hilton and therefore, Hilton paid $700 for installing carper as required. In the process of installation Pittsley raised issues with the installation and specifically pointed that the installation of the carpet was defective in several areas. Though Hilton Contract CO. tried to fixed the areas raised by Pittsley but the Pittsley still rejected an attempt and was not satisfied. Therefore, Pittsley demanded the full refund from Hilton Contract Co. On the other hand Hilton Contract Company, demanded to be paid the full amount and therefore, he demanded the balance from Pittsley. However, the lower court awarded Pittsley $400 and Hilton Contract Company awarded $902 by the lower court. Pittsley then appealed the decision to the district court and the decision was reserved. However, Hilton Contract Company then appealed the decision citing that the UCC was applicable in the case due to the fact that the defect was the installation of the carpet at home not the physical carpet and judgment vacated.

**Issue**

However, the disputed issue was whether the UCC is applicable or not. It was contested whether the UCC should be used or does in govern the case because the contract include both service and goods, since it Hilton was supposed to install carpet at Pittsley’s home.

Hilton appealed and said the case applied to the service, not the good. Since the original

contract was for the sale of a specific type of carpet, the UCC applies to this case

**Decision**

Hilton Contract Company made an appeal to the case, making an argument that the original contract involved the sale of a specific carpet and therefore, the case applied to the service. This therefore allows the UCC to be applied in this case.

**Reasons provided**

Pittsley wanted a purchase a specific carpet and fixed it into his house. He wanted a specific carpet from Hilton Contract Company. The installation fee was just added to the cost of buying the carpet but the original intention was to buy the carpet. However, the judges determined that the case deal with specifically with the purchase of the carpet not installation of the carpet because the original intention of Pittsley was to purchase the carpet and cost of installation was just an added advantage. And therefore, according to Article 2, of the Code applies because the carpet was sold in good condition. The defendants appealed for the early ruling by the lower court which granted the plaintiff’ petition a specific performance of certain agreement to sell of carpet. The plaintiff made an appeal to determine the damages for compensation. The judges were tasked to determine where the plaintiff and the defendant had a viable agreement or contract in relationship to the installation and purchase of carpet. The court was asked to determine whether there was a meeting of mind. The term of contract and whether the two parties abiding contract which can be used and the contract is subjected to UCC. This was to allow the court to determine whether the plaintiff violated an agreement which is an offense.

 **Conclusion**

He disputed issues between the plaintiff and the defendants was whether the agreement existed of not. The defendant argued that he trial court did not make appropriate and sound ruling when ruled that there was application of UCC and therefore, the defendant never agreed with the plaintiff. It is argued that the amount paid for the carpet could not be charged relatively. It was argued by the defendants that the unilateral declaration is not a contract. A contract is made when parties come together and accepted and executed the agreed terms. It also becomes applicable when both parties sign the contracts. Therefore, the major disputed issue was whether there UCC could be applied in the case and whether the contract is binding both parties.

The judges made a ruling that there was an agreement between the defendants and the plaintiff and therefore, the defendants violated the agreement. The court also found that the agreement was signed for the purchase of a specific carpet and therefore, the UCC is applicable in the case.

The judges therefore, made a ruling that there was a contract to purchase carpet and the installation cost was just an advantage not part of the initial contract. The court therefore, found that there was not error in the judgment issued by the lower court. The court agreed with the early determination, which declared that there was an agreement and therefore, the UC is applicable in the case. The purchase of the carpet was the initial contract.