SQUABBLE®

CASE BRIEF

Prepared Exclusively For Squabble Platform Users

Alder & Stone Landscape Co. v. M. Hartwell

SAMPLE · FICTIONAL PARTIES

AMOUNT DEMANDED	JURISDICTION
$4,860	Travis County, TX

Squabble's "Case Brief" is an educational document that prepares plaintiffs and plaintiffs-to-be for their small claims case. The Brief contains a plain English discussion of the legal concepts pertinent to a particular type of small claims case. A couple quick disclaimers before we proceed:

- Please note that what you sue for and how you prove it varies by jurisdiction and you are encouraged to carry out your own research and employ an attorney licensed in your jurisdiction should you feel the need.
- This document is not a substitute for an attorney.
- **This document is not to be construed as legal advice nor a part of any attorney-client relationship.**
- It's designed to be more educational about these topics raised in small claims court.
- **Again, we can't be your lawyer, but we do care deeply about the correctness of your filing and about making sure you're well prepared to *represent yourself* in court as a "Pro-Se Plaintiff"!**

Small business runs on finished work and settled invoices. A job is scoped, the work is done, an invoice goes out with its terms on its face, and payment arrives inside the month. The rhythm is so ordinary that the law long ago built tools around it: work accepted without complaint generally carries an obligation to pay for it, and an invoice received and kept without objection tends to become its own account between the parties. Most invoices are paid without anyone thinking about the law at all, which is exactly why the one that goes unpaid stands out.

When payment fails, it tends to fail in a familiar sequence. The work wraps and the customer takes the benefit of it. The invoice issues and the due date passes quietly. A reminder draws a promise, the promise draws a delay, and the delay hardens into silence, with no complaint about the work itself anywhere in the thread. The business is left having performed in full, with labor and materials it cannot take back, a customer holding the finished value, and a balance that does not move. That is a narrower problem than it feels like, and an old one, and the law approaches it from more than one direction.

It is more than one claim, and the honest number in a dispute like this is four. Breach of contract enforces the bargain itself, the agreement to pay the stated price for the stated work. Account stated rests on the invoice, since a bill delivered, received, and kept without objection generally becomes an agreed balance in its own right. Quantum meruit values the work directly, asking what the labor and materials were reasonably worth to the party who accepted them. And unjust enrichment stands behind the rest, the equitable claim for benefits conferred and retained without payment. Each is taken up in the full brief; the first is taken up below.

PART A

THEORIES OF LIABILITY TO RESEARCH

Under the contract claim, the business argues the bargain was simple and performed: work at an agreed price, delivered, and unpaid. Account stated argues the invoice itself, kept without objection, fixed the balance between the parties. Quantum meruit argues the value of the work independent of the paperwork, and unjust enrichment argues the benefit that remained behind after payment did not. Four claims is not padding; it reflects one bargain, one bill, one body of finished work, and one retained benefit, each with its own law.

- Breach of Contract
- Account Stated
- Quantum Meruit and the Value of the Work
- Unjust Enrichment

BREACH OF CONTRACT

The arrangement between a business and its customer is a contract however casually it was made, since courts generally enforce a bargain struck by estimate, by text thread, or by conduct exactly as they enforce one signed in duplicate: each side's promise is the price of the other's. The terms in an arrangement of the service kind are concrete even when informal. The business performs the scoped work at the stated price; the customer pays on the invoice's terms; and the due date is the moment the payment obligation matures. A customer who accepts the finished work and lets the due date pass, without a term in the bargain that allows it, is generally in breach of the agreement's most basic promise, the one the invoice exists to collect.

What a court tends to examine:

- **The bargain, assembled from words and conduct:** An informal agreement's terms are generally proven from the estimate, proposal, or message thread that made it and the conduct that performed it. A scope described, a price stated, a schedule kept, and work delivered without objection tend to fix what was agreed. A job that ran on the business's version of the terms is evidence those were the terms, which is why performance records matter as much as recollection.
- **Performance, and acceptance without complaint:** The business's side of the exchange is the work itself: completed to the scope, on the schedule, at the quality the trade expects. Photographs, completion or delivery records, and sign-offs generally carry this. The customer's conduct carries it too, since taking possession of finished work, using it, and raising no timely complaint generally reads as acceptance, and an objection raised for the first time after the bill is a payment question, not a quality question.

- **The invoice and its terms:** The invoice states the price, the due date, and any terms the parties adopted, and its delivery starts the clock. An invoice that mirrors the estimate connects the paperwork end to end, and a due date allowed to pass, followed by reminders that drew promises rather than objections, generally removes any doubt about whether the balance came due. Partial payments belong in this record too, since paying part of a bill is generally an acknowledgment of the bill.
- **What contract damages provide:** The measure is generally the unpaid balance itself, the price the bargain fixed for work the business cannot take back. Any interest the court allows and the recoverable costs of suit attach where state law provides, shown by the invoice's own dates and by receipts. There is no penalty layer in an ordinary invoice dispute; the law generally prices the bargain, adds interest and costs, and stops.

SAMPLE EXCERPT

The full brief continues through each remaining theory, then turns to the evidence.

PART B

DOCUMENTATION MATTERS!

Courts generally award damages only when plaintiffs offer clear evidence of facts alleged and damages claimed.

EVIDENCE BINDER ORGANIZATION

Six tabs organize an invoice dispute cleanly, with the bargain at the front, the work and the paper in the middle, and the money at the back. The follow-up tab deserves particular care in assembly, complete and in date order, because a customer's own replies generally do the record's quietest work. A duplicate set for the court suits a case built on documents the parties already exchanged.

TAB 1	**The agreement:** The estimate, proposal, or messages fixing the scope and the price, and the conduct that confirmed them.
TAB 2	**The work:** Photographs, completion or delivery records, and any sign-off showing the job finished and accepted.
TAB 3	**The invoice:** The bill itself, its terms and its due date, and the record of its delivery.

TAB 4	**The follow-up:** The reminders and the customer's replies, promises, and any objections, complete and in order.
TAB 5	**The ledger:** Partial payments, credits, and the arithmetic of the balance that remains.
TAB 6	**Damages summary:** The unpaid balance, the basis for any interest the court allows, and the costs, receipted.

In the full Case Brief

- A plain-English read on your dispute type
- The legal theories worth researching
- Your evidence, in exhibit order
- Your damages, itemized with interest and costs
- The defenses to expect, explained
- What hearing day looks like