

LEVEL

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TWENTY  
SEVEN

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CHAMBERS



Quantum meruit claims following the High Court's  
decision in  
*Mann v Paterson Constructions Pty Ltd*

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*Liability limited by a Scheme approved under professional standards legislation*

## >> So what is a quantum meruit claim?

- In essence a quantum meruit claim is one for the payment of money equalling a “fair” or “reasonable” value of work or services done for another.
- It has several critical elements – including that the work was done at the request of another and that the person or entity that made the request has in fact received a “benefit”.
  - see *SunWater Limited v Drake Coal Pty Ltd & Anor* [2016] QCA 255 (particularly 13 and 41) and *Lumbers v W Cook Builders Pty Ltd (in liq)* (2008) 232 CLR 635 at 67, 79-80, 86 and 126.

## >> So what is a quantum meruit claim? (2)

- It is based on a very old cause of action – an action in *indebitatus assumpsit*.
- Much debate about its form.
- Cases diverge on background.
- Contrast with *quantum valebant*.



COSTUME COLLECTION

ROMANS

## >> So what is a quantum meruit claim? (3)

- As Nettle, Gordon and Edelman JJ stated in [150] of *Mann*:

*“But the Latin may mislead. It means only “as much as he deserved” and as such refers to a sum certain which represents the benefit of services.”*

- And as their Honours went on to recognise it may refer to a cause of action to enforce an implied promise to pay a reasonable sum, an asserted claim for restitutionary remedy for breach of contract or a remedy arising by operation of law.

## >> So what is a quantum meruit claim? (4)

- A claim in *quantum meruit* typically only arises where a contract is ineffective: see, for example, *Pavey & Matthews Pty Ltd v Paul* (1987) 162 CLR 221 at 256.
- Typically only arises where there is no applicable genuine agreement or where the agreement is frustrated, avoided or unenforceable.