

2. in uniform takes up
the luggage



**ASSIGN
BUSTER**

2. Implied contract: Where both the offer and acceptance constituting an agreement enforceable at law are made otherwise than in words i. e.

, by acts and conduct of the parties, it is an implied contract. Thus, where A, a coolie in uniform takes up the luggage of B to be carried out of the Railway station without being asked by B, and B allows him to do so, then the law implies that B agrees to pay for the services of A, and there is an implied contract. Similarly, where M, a professional shoe shiner starts polishing the shoes of N without being requested to do so, and N allows M to polish his shoes knowing that M expects to be paid for the service, there comes into existence an implied contract and N is under obligation to pay to M. 3.

Constructive or quasi contract: Such a contract does not arise by virtue of any agreement, express or implied between the parties but the law infers or recognises a contract under certain special circumstances. For example, obligation of finder of lost goods to return them to the true owner cannot be said to arise out of a contract even in its remotest sense, as there is neither offer and acceptance nor consent, but it is quasi contract as per Section 71.