Priscilla v. Dunston ~ or ~ A Harmonic Mnemonic on Contract Formation

by Tom W. Bell¹

Wrote Dunston to Priscilla, "Will you come with me to the show?" Wrote back the apt-named Prissy, "If not burlesque, then I will go."

But the former's eye--and worse--did roam, Ere the latter's letter had struck home.

Dunston called the whole thing off! Priscilla orated (*ex post* polite cough):

"(Ahem.)

"Many virtues fructify our great and well-loved nation. Among these, jurisprudes esteem the contractual relation. Three elements combine in one such binding obligation: Offer, acceptance, and consideration."

"Offer!?" Dunston snorted, *pro se*, as it were, "That claim's surreal! I invited a deal--not what you aver."

"Not so!" our Pris retorted. "If you'll excuse my legal jargon, You invited assent, which I *did* present, to thus create a bargain."

She paused for effect. . . . He did *not* interject. . . .

"Allow me to remind you of my earlier oration, Which laid out *just* the rule for this unpleasant situation. Three elements combine in a contractual relation: Offer, acceptance, and consideration."

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Priscilla adopted a da Vinci-esque smile, As Dunston hemmed and hawed a while.

"You rejected my offer when you barred burlesque, And, what's more, I revoked!" He finally guessed.

"You left that term open," came her ready reply. And acceptance took wing when I let my words fly.

"Though you look at books of law as no more than decoration, They could teach you quite a bit about the risks of litigation. *See*, *e.g.*, the elements of contractual formation: Offer, acceptance, and consideration."

Dunston, at his last redoubt, Cast Prissy's girlish charms in doubt:

"Consideration calls for *quid pro quo*. But *you* rate, as a date: null . . . zilch. . . zip . . . zero!"

Pris sighed, "Though you lack consideration *qua* tact, My promise to see you sufficed *re* our pact.

"Besides, you should have reasonably foreseen, That I'd act on your promise, which *sounded* so keen,

"I turned down other dates! Spent time! Wasted money! (The shopping was fun, but the bill wasn't funny.)

"Consideration or not, contract or no, For costs that I bore in reliance, you owe.

> "I *justly* claim the elements of a contractual relation (offer, acceptance and consideration), But even if you make my contract plea topple, Still, I can claim promissory estoppel."

Here, we take leave of our unhappy pair, Their arguments flying, and striking, mid-air.

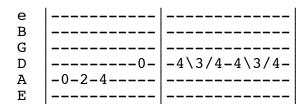
Let us study their claims, applying the law, To determine a winner (or call it a draw).

And, above all, let us recollect, That lesson worthy of respect:

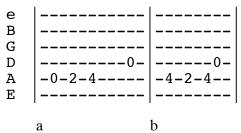
> Three elements combine in a contractual relation: Offer, acceptance, and consideration. But if your contract claim meets with resolute defiance, Plea, "Promissory estoppel!" and recover in reliance.

Music

Intro:



repeat a-b, repeat a-b



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