

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.

