<table>
<thead>
<tr>
<th>Offer</th>
<th>Acceptance</th>
<th>Intention</th>
<th>Meeting of the Minds</th>
<th>Lucy v. Zehmer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snickers</td>
<td>3 Musketeers</td>
<td>Starburst</td>
<td>Crunch</td>
<td>Reeses</td>
</tr>
<tr>
<td>Twix</td>
<td>Butterfinger</td>
<td>Kit-Kat</td>
<td>100 Grand</td>
<td>Skittles</td>
</tr>
</tbody>
</table>
What is an offer?
The manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it § 24
True or False?
Both an offer and acceptance are required to form a contract.
False:

The manifestation of mutual assent to an exchange *ordinarily* takes the form of an offer or proposal by one party followed by an acceptance by the other party or parties.

§ 22
What is an acceptance?
A manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer

§ 50
What do an offer and an acceptance have in common?
A communication of commitment
What is subjective intention?
What the person meant by the words she used
What is objective intention?
How a reasonable person would understand the words the person used
True or False?
A contract does not require a meeting of the minds.
True:
Words and actions demonstrate intent. What is going on in the mind is irrelevant.
What is the policy/social aim of the objective intent rule?
Predictability
Name 3 contextual aspects the court looked at in determining the outcome of the case.
The document was written twice, was specific in detail, included a term allowing Lucy to inspect the title, was signed by both of the Zehmers, the specifics of the contract were argued for a significant period of time, Lucy didn’t hear Zehmer when he told his wife the contract was fake.
What type of intention did the court use in deciding the case?
Objective