

## Contracts I

[names redacted]

### Class #5 Review

Contracts Galore: A Legal Poem of Sorts

*"...in a singsong-y voice..."*

As we're sitting up in our Contracts I class,  
We find that Prof. Schwartz has got a lot of sass.  
In celebration, he lets out a resounding "boom!"  
And asks that we don't get up to use the restroom.  
He's the author of our textbook, a casebook no less.  
The things we're learning in his class, let's profess—

We've got bargains, offers, acceptances galore,  
But is there acceptance if there's no offer before?  
Sure as hell isn't, for manifestation must be present,  
Communication must've happened, no matter how unpleasant.  
Mutual assent is what we call it put together.  
Contracts can be made in any kind of weather!

Lucy v. Zehmer, our case about that farm  
Seemed at first like there'd surely be no harm.  
But making agreements, whether joking or not,  
While we're up in the bar with our wives ain't hot!  
This case helps us realize that words aren't just chatter,  
When we contract reasonably, our state of mind don't matter!

The question of commitment roots our second case.

A willingness to bargain we can never replace.

You see the 1<sup>st</sup> telegram, you can't assume what he meant.

Facey could have replied with 1 mil or 1 cent!

Harvey v. Facey is what we're talking about,

Whether an offer is made is not without doubt.

Prof. Schwartz wants us to reason with IRAC

When used properly, a punch it does pack!

Issue, rule, application and conclusion

Leaves lots of room for student confusion.

So when you're sinking, you're lost and can't think...

Remember the facts, inference, and link!

On exams and in class this mnemonic you'll use

It makes legal reasoning seem like a cruise!

Think of the following as your contracts map...

And always try to "F.I.L." the "explanation gap"

Oh, the "explanation gap"

"F.I.L." the "explanation gap", y'all!