

N v. H.

Gift of flower

Offer

Counteroffer

Perspective

Objective theory

Unilateral?

Consideration

Description

Exchange

[Performance/Breach/]

Expectation remedy - \$10K

S v. N

Offer

Acceptance

Firm offer by N

Subject to a Condition

Fax as offer

Acceptance

SoF

139 exception

Equitable estoppel exception

[Breach]

Remedy – Not loss volume seller, so difference between \$25K and (commercially reasonable) resale price + (commercially reasonable) expenses of resale (could be \$0)

License Plate – gift? Restitution?

S v. C

C – offer

Terminates?

Acceptance?

Firm?

Merchant

Reliance

S – offer

Cast as acceptance

C – acceptance

By minimal positive reinforcement?

By silence?

SoF

N v. parents

Statement of present intentions