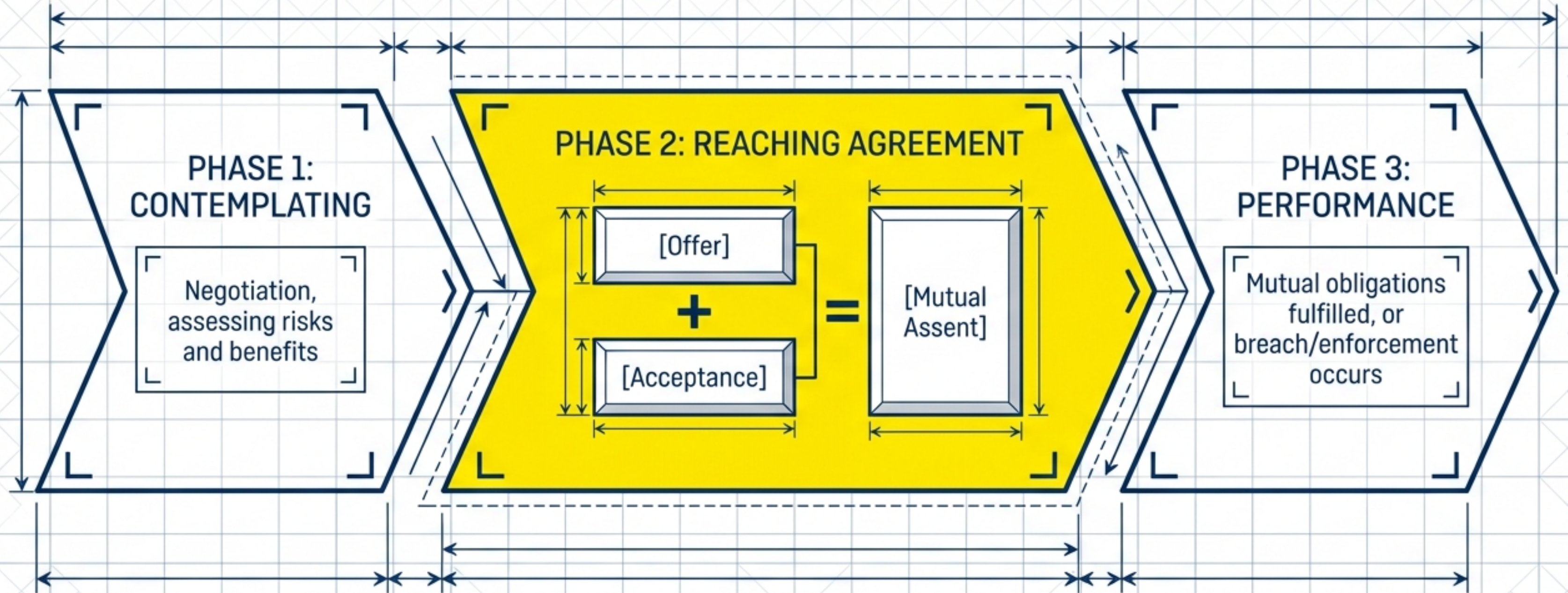


Architecting Assent

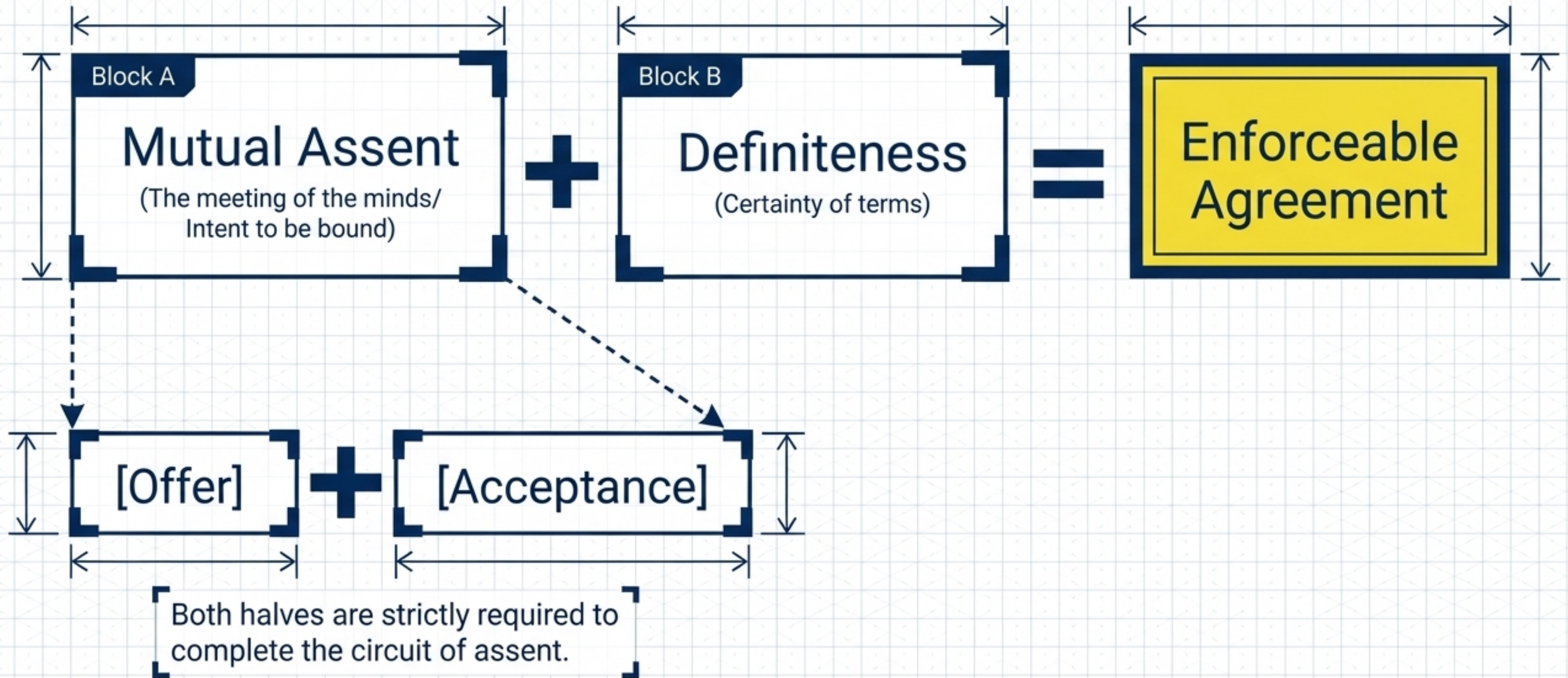
The structural elements of contract formation, offers, and obligations.



THE CONTRACT LIFECYCLE



The Core Diagnostic Equation



The Assent Standard Matrix

The Objective Standard (The Winner)

Judge: Learned Hand

Focus: The “4 Corners” of the document.

Rule: Plain meaning of the words dictates intent.

Status: The Modern View & Restatement preference.

The Subjective Standard (The Alternative)

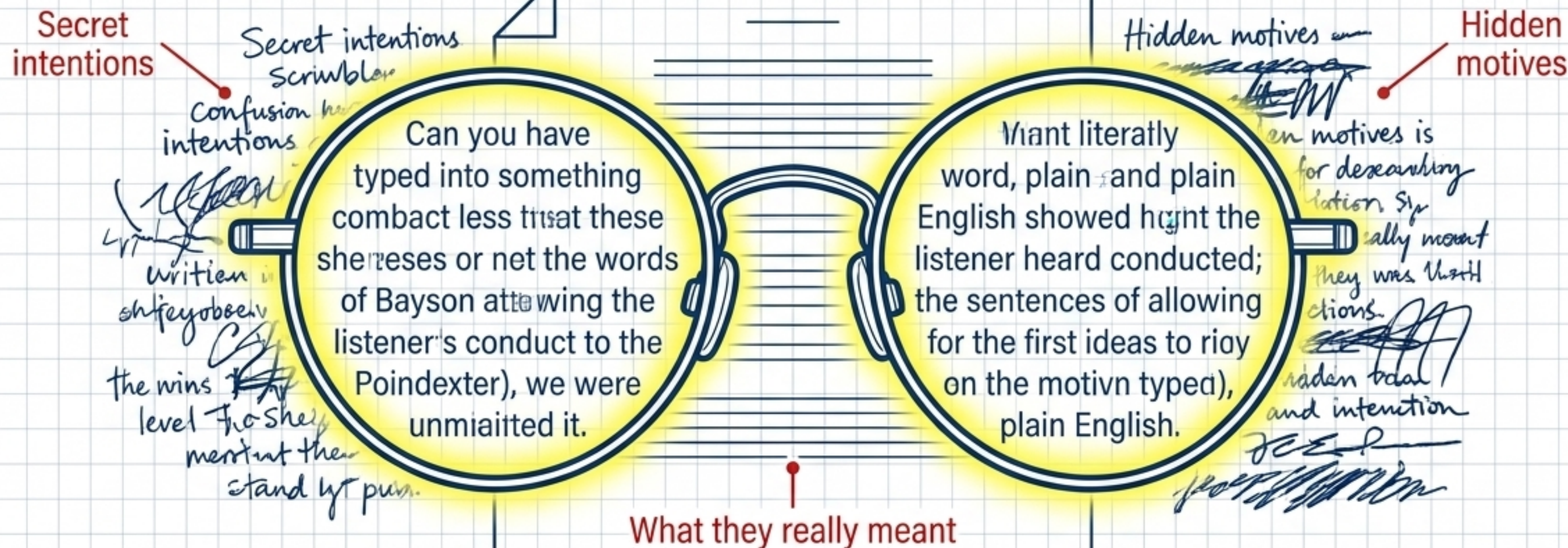
Judge: Jerome Frank

Focus: Actual intent.

Rule: A true “meeting of the minds” between specific parties.

Status: Generally rejected; parties must rely on expressed intent.

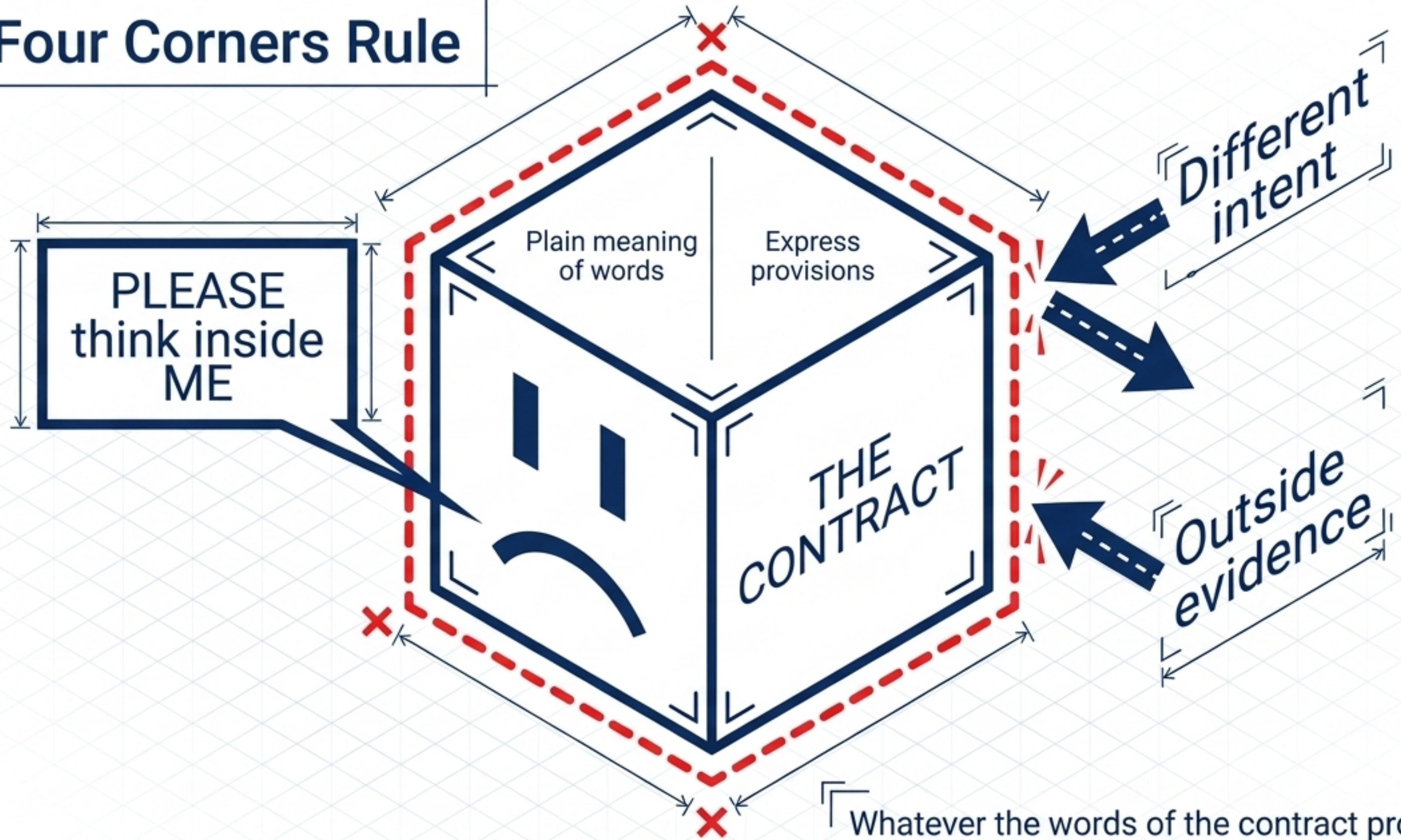
The "Poindexter" Lens



To evaluate words or conduct objectively, ask: How would a reasonable person (Poindexter), knowing what the listener heard, interpret it?

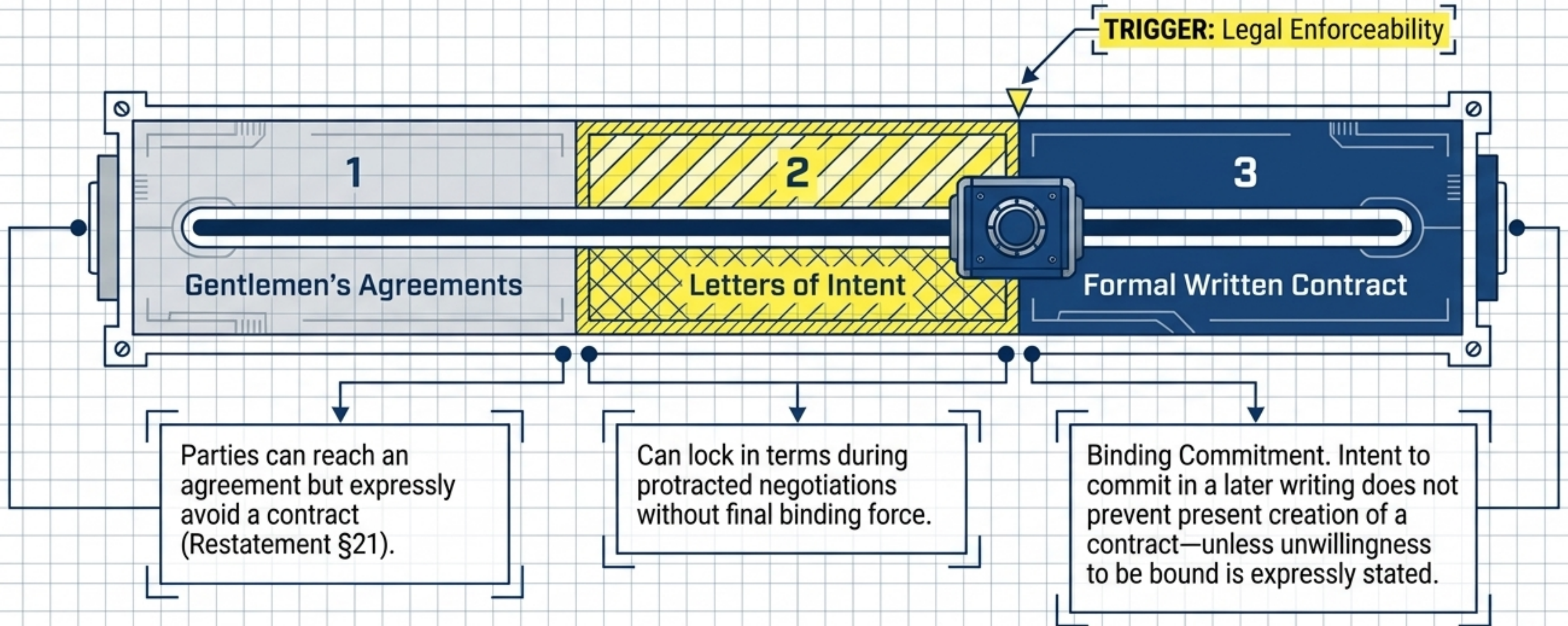
Subjective knowledge only matters if it would influence this reasonable objective observer.

The Four Corners Rule



Whatever the words of the contract provide, no evidence of a different intent will be considered.

The Threshold of Intent



The Anatomy of an Offer

“The manifestation of willingness to enter into a bargain...” (Restatement §24)



The Definiteness Checklist



Identification of the Parties.



Definiteness of Subject Matter.
(Nature of work)



The Price.

(Note: Under UCC, courts can gap-fill a "reasonable price")

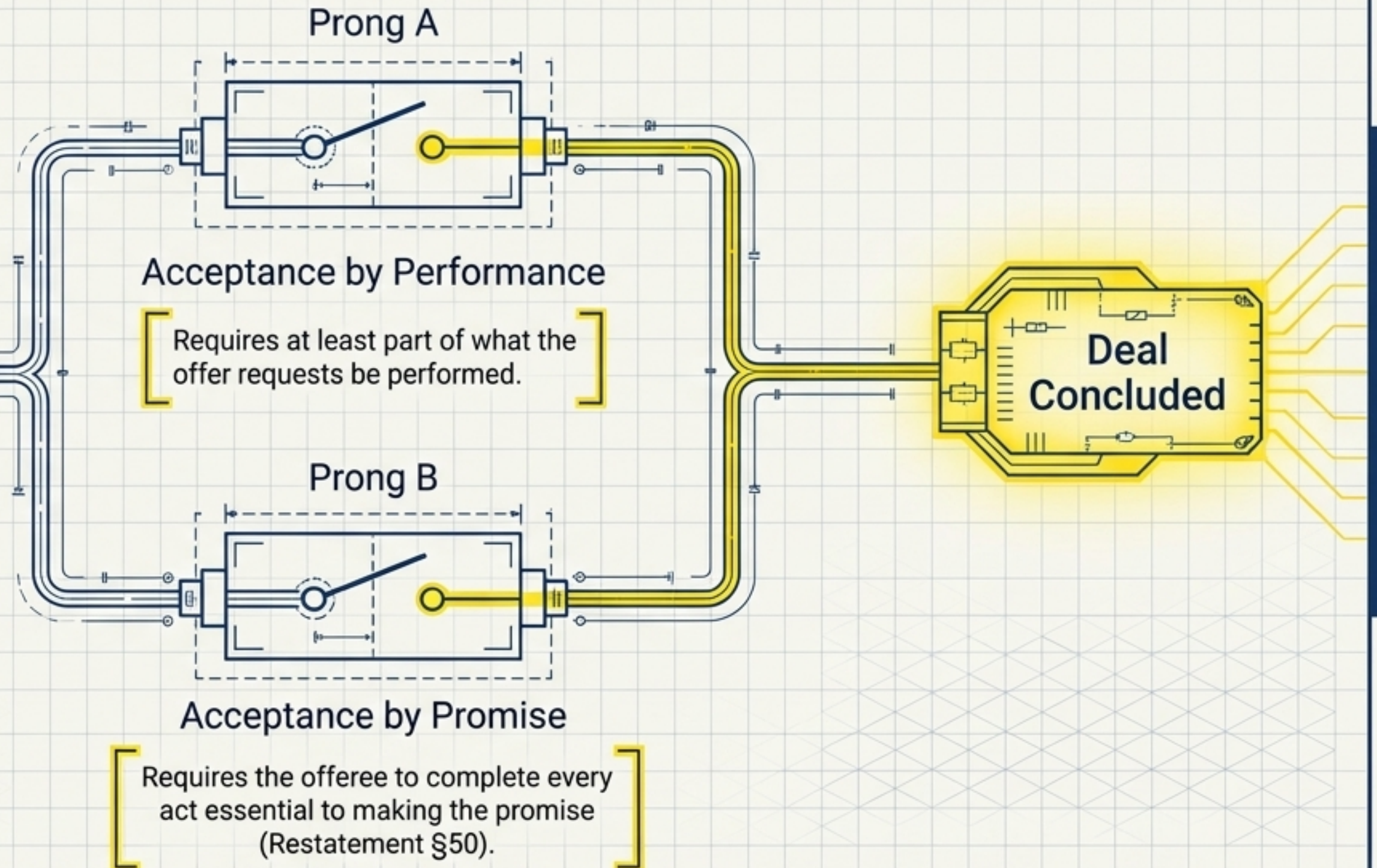


The Quantity.

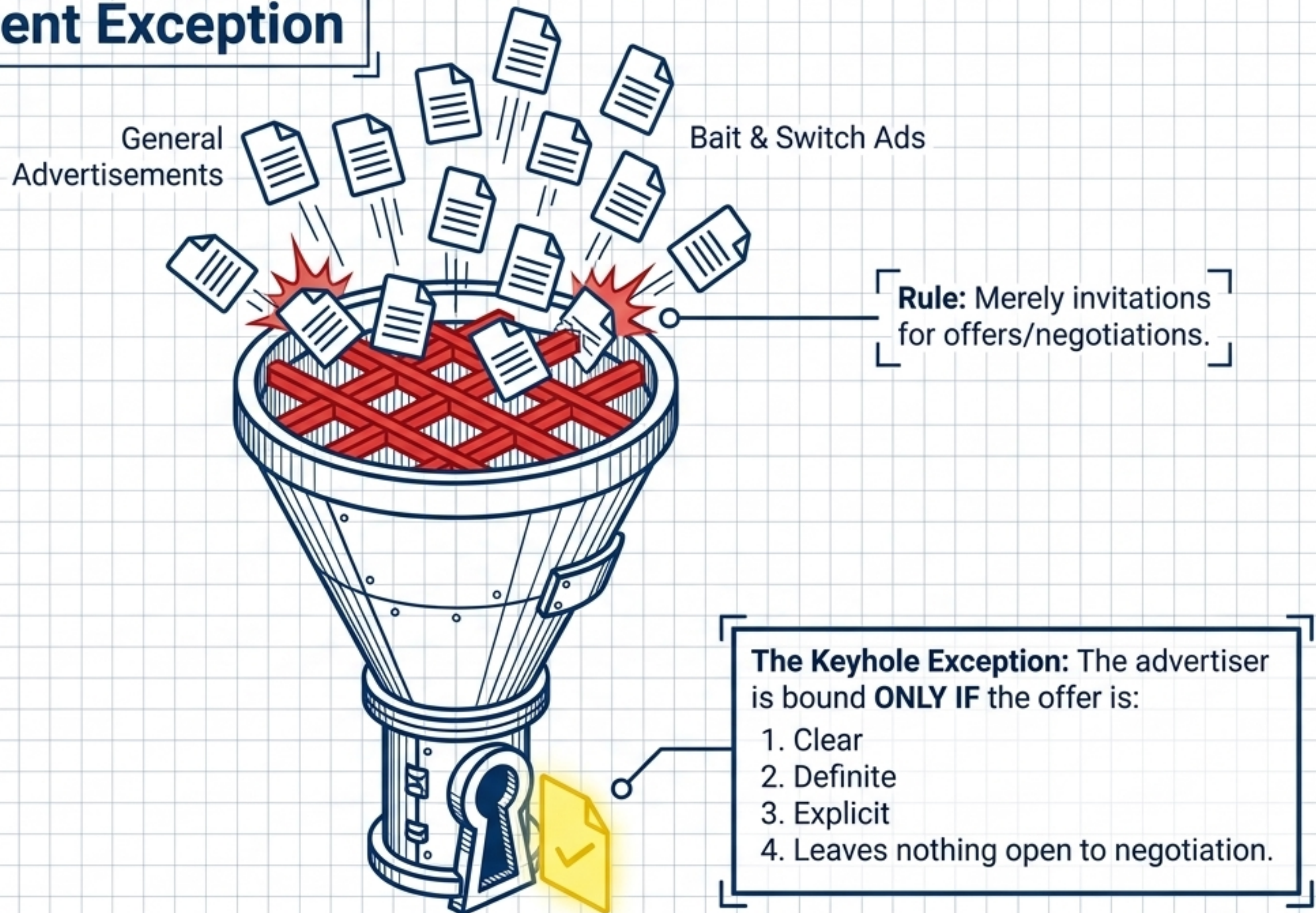
(Note: Capable of objective certainty, like output/requirements)

The Circuit of Acceptance

An outward manifestation of assent to the terms, made in a manner invited by the offer. It signals the conclusion of the deal.

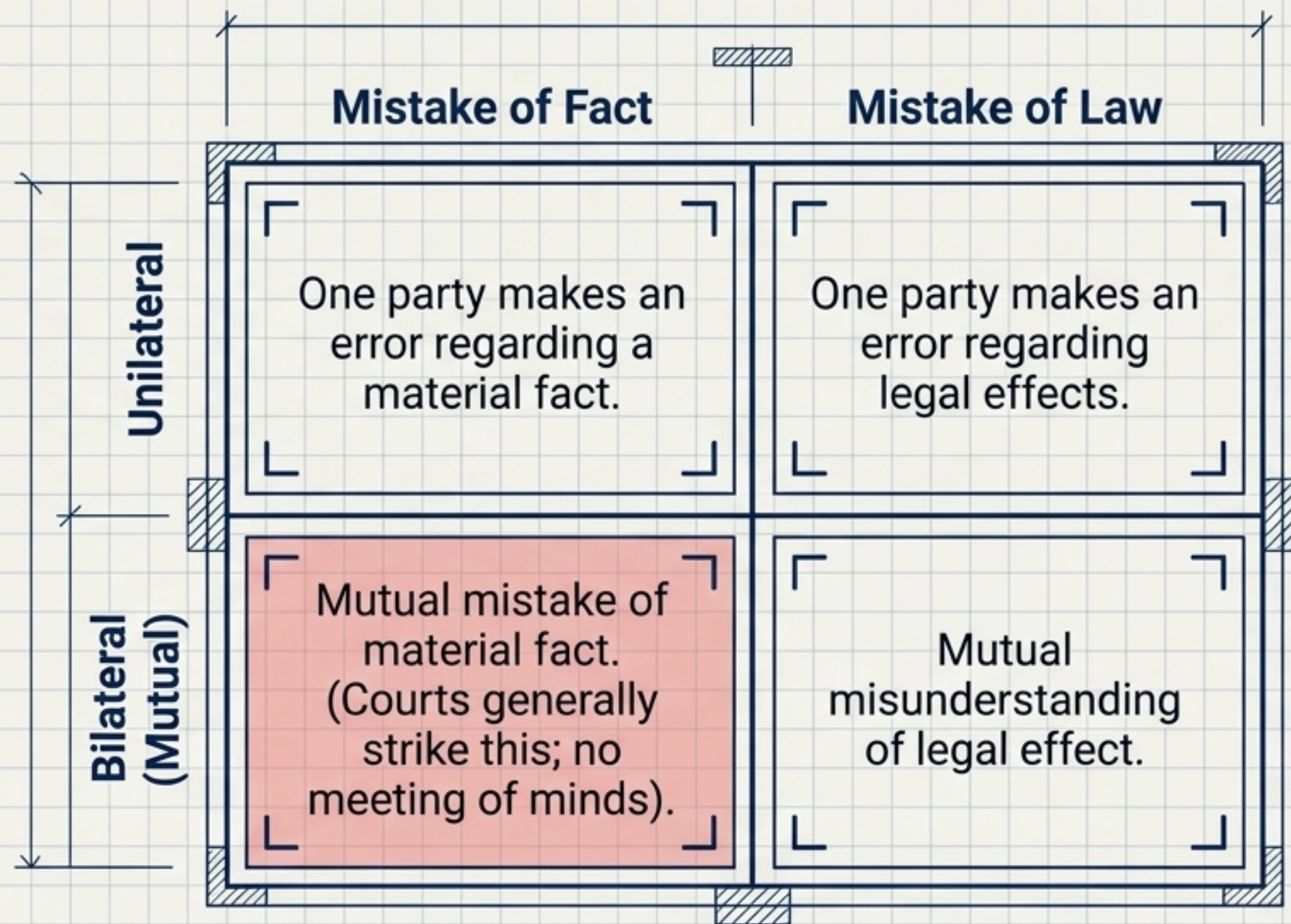


The Advertisement Exception



The Anatomy of a Mistake

An erroneous belief at the time of making the contract (not an improvident act or future prediction).



The Rescission Filter

Pin 1: Soliciting entity knew/had reason to know of the mistake.

Pin 2: Mistake is material (and not from neglect of legal duty).

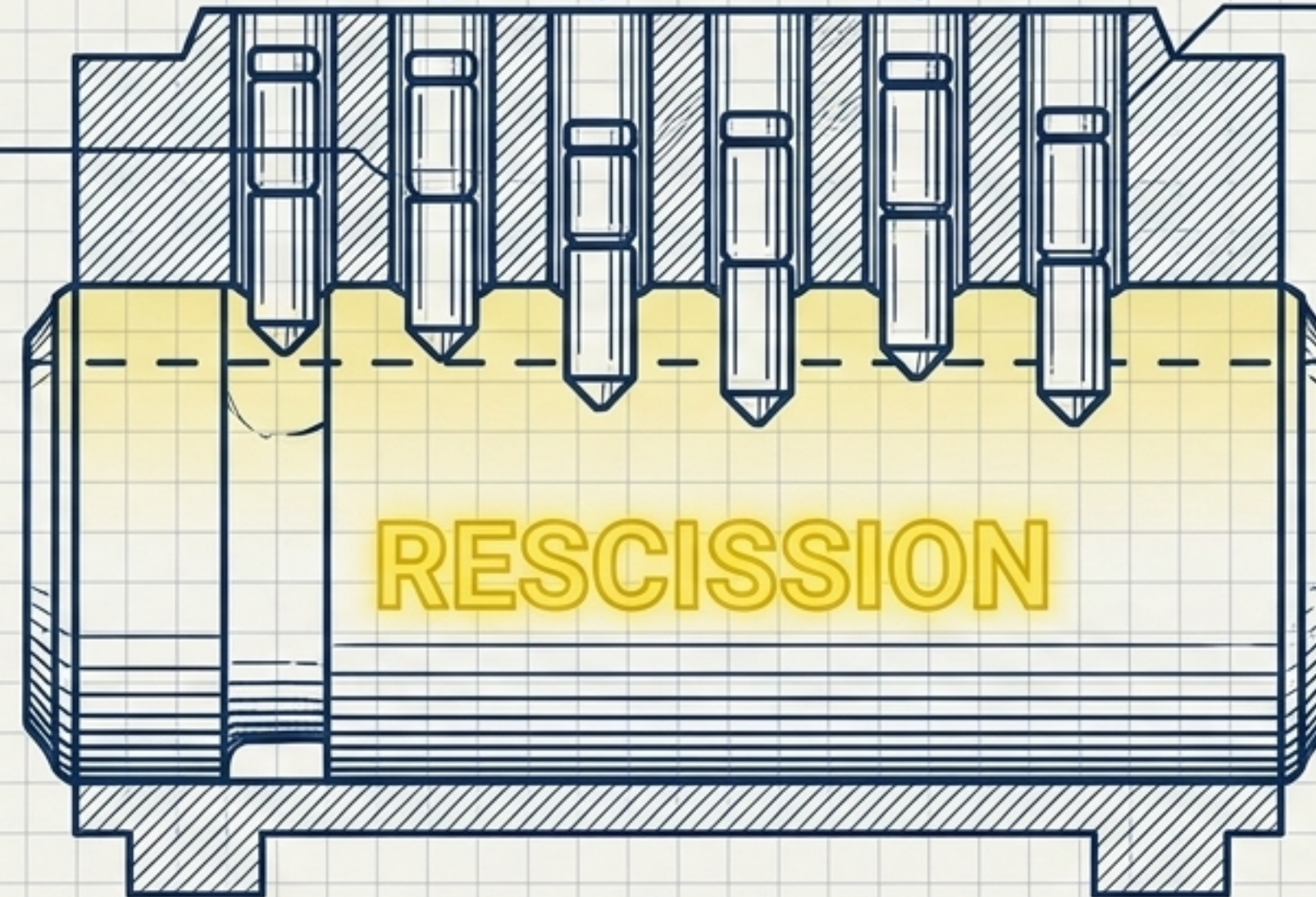
The Shear Line →

Pin 4: Soliciting entity can be returned to prior position.

Pin 5: Contractor gave prompt notice of mistake.

Pin 6: Contractor restores/offers to restore everything of value.

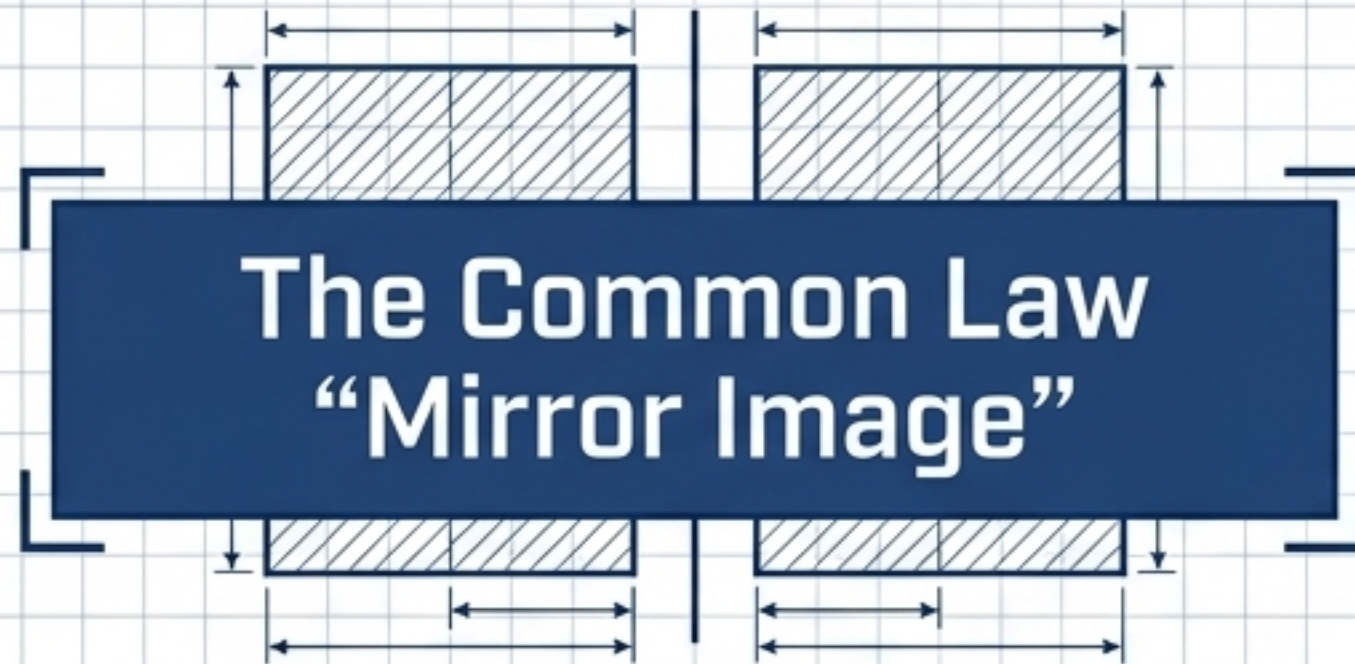
← **The Shear Line**



[If a single tumbler fails to align, the mechanism stays locked and the contract is enforced.]

The Paradox of Assent

The Theory



**The Common Law
“Mirror Image”**

Strict offer meets unqualified acceptance.

The Reality



**The UCC &
Restatement Reality**

UCC §2-204 & Rest. §22(2): A contract can exist even if you cannot identify the exact offer, the exact acceptance, or the exact moment of formation.

Synthesis: Conduct that indicates an intention to be bound overrides the inability to pinpoint the mechanical steps.

The Master Blueprints

The Restatement
(Second) of
Contracts

Uniform Commercial
Code (UCC) –
Articles 1 & 2

Say hello to your little friend...

The Table of Contents is your ready-to-go subject matter outline.