

agreed to the terms as laid out by Tony, and without reservation. Both parties have agreed to be bound, and have put up something valuable in the exchange: cash for sausage. We have a contract!

**CLASSIC TWIST**

The “acceptance” issue is always a hoot, and law professors love to insert the following additional twist into such scenarios: Suppose Guido, a salami wholesaler, who happens to be in the room, interjects that he will sell to Tony at the \$17 price? Tony’s offer was communicated to Satriale the Butcher, satisfying condition (c) in terms of Satriale, and not Guido: The offer was not communicated to Guido, so Guido has no power to accept it, ergo no contract arises.

**“ ...So All Night Long it was Offer and Honor.”**

If you cannot imagine the previous scenario getting thoroughly out-of-hand, that is fine... For now. By the time you are a 2L, you will be able to see a million ways that a simple agreement to swap salami can get unbelievably screwy.

**Are you Bi?**

Nancy loses her dog. She puts up a sign which reads, “\$500.00 REWARD for the Return of Mr. Beaujangles.” She includes a photo of her dog wearing a tuxedo and top hat. Sally, late on her rent, is delighted when the pooch she found two days ago happens to be an exact match to

the dog in the photo, down to the rhinestone cufflinks and the “Mr. Beaujangles” collar. She calls Nancy and they arrange to meet. Sally returns the dog to Nancy the next day, and Nancy takes the dog back, confirming its identity. Then Nancy refuses to provide the reward, claiming that there cannot be a contract because the offer was not made to any specific person. If there is no offer to a specific person, says Nancy, there cannot be a contract. Sally sues. Sally WINS!

A long time ago, there was a clear distinction between what are called “unilateral” contracts and “bilateral” contracts. Bilateral contracts are what most of us think of as a contract: both parties exchange promises