_____.

i. This element gives broad discretion to the court and makes the fate of promissory estoppel claims unpredictable.

Example: A relies on B's promise to give him $1 million not by quitting his job, but by enrolling in an inexpensive money management class. If B refuses to pay A, the court might not rule for A in his promissory estoppel claim on the ground that non-enforcement will not create an injustice.

III. MUTUAL ASSENT

A. GENERAL PRINCIPLES OF THE MUTUAL ASSENT REQUIREMENT

1. In addition to the presence of consideration or an alternative, a contract requires the assent of (at least) two parties to be legally bound, referred to as an "_____" and an "_____."

2. Two inconsistent theories are often used to describe the basis for determining whether assent to a contract is present.

   a. Under the **"**_____**"** or **"**_____**"** of contracts, both parties must wish to be bound. Proponents often say a contract requires "a meeting of the minds."

   b. Under the **"**_____**"** of contracts, parties are deemed to assent to being bound if the usual meaning of their words and actions suggests that they do, regardless of their subjective intentions.

3. The law is best described as a combination of these two views.

   a. If the parties both have a _____ to be bound or not to be bound, that subjective intention governs.

   Example: If A and B know that the other intends to be bound to a contract if he gives a certain hand signal, when they give this signal to one another a contract is formed, even though such a signal would not appear to others to indicate assent to a contract.

   b. If the parties do not share a subjective intention, whether there is assent to a contract depends on the _____ interpretation of their words and actions.

SAMPLE PAGE: Interactive Contracts, Outline with Blanks

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