

QUESTION 1 (Part I)

Masha has been taking care of Piku's lake house for a few months now and wants to purchase it from Piku. The pair has been in negotiations for months. Masha wanted Piku to include her jet skis and boat in the deal, but Piku had always refused. On July 1st, Piku sent the following text to Masha.

“Ok Masha, I'm about ready. I'd be willing to sell you the house for market price. Take it or leave it. Give me a shout on the phone if it sounds good to you and let's get it done. Thanks for taking such good care of the house. Please keep it up and I'll keep this offer open through July 20th.”

On the morning of July 19th, Piku suddenly and sadly passed away. Not knowing that Piku had died, Masha sent Piku the following email the morning of July 20th:

“Dear Piku,

I accept your offer for the lake house, provided I have continued access to the large dock on the lake. It would be really nice if you could include the jet skis and boat in the deal.”

Unbeknownst to Masha, access to the large dock was always provided to any resident of the lake house community. Even though Masha's email was properly addressed and sent, the email was held up by Piku's spam filter and was not delivered to Piku's inbox until July 21st. Piku's family members reject any argument that a deal existed between Piku and Masha and want to keep the lake house in the family.

Did Masha and Piku form a contract? Discuss.