
Scharps Memorial Legal Essay Competition

About the Essay Competition

The **Benjamin and David Scharps Memorial Award** was established in the will of Hannah S. Hirschhorn in honor of her brothers, Benjamin and David Scharps who were attorneys. The gift for the award was accepted by the SUNY Board of Trustees in 1974. The funds have been used to award students who are prelaw or have an interest in legal studies. As per the bequest, the prize is awarded to a student who writes the best legal essay on the subject determined by the Chancellor or designee. First Prize is \$1500, Second Prize is \$1000.

Eligibility

Competition for the prize is open to SUNY students in their *junior year*.

Campus Instructions for Essay Submissions

Award applicants will submit a 2,000-word essay that is responsive to the chosen topic. Submission is to be sent in standard essay format. End notes and footnotes are acceptable. No pictures or illustrations are to be included. Preferred essay format is described below.

Essays written by students are submitted to a campus point of contact, who may submit a maximum of three essays for their campus. The Campus president appoints a single faculty or staff coordinator who will endorse each essay submitted indicating the he or she has read the essay and considers it of high quality and representative of the best of that campus. This is done by letter sent to SUNY University Life.

The SUNY Office of University Life in consultation with the Selection Committee will make final recommendation to the Provost for approval. The winner of the competition will be announced in early spring.

Timeline

Announcement to all SUNY Campuses	November 15, 2023
Deadline for entries	January 26, 2024
Winner(s) selected	March 2024



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SPECIFIC INSTRUCTIONS FOR ESSAY PARTICIPANTS

Essay Parameters

This is a closed-universe essay question, meaning that only the facts as they are written, and the authorities provided, should be considered when you prepare a response to the essay question posed.

The facts presented should be considered as undisputed. In your analysis, you must accept the facts as-is, meaning you must take them exactly as they are written. You are not permitted to make up any facts that are not provided in the record, or make any assumptions based on the facts as they are presented.

While completing this essay task, you should refrain from looking to any other sources for information. Additional outside research may interfere with completing the task as instructed, which is to analyze and evaluate the issues presented and to draw a legal conclusion using only the sources cited in the authority. Additionally, you are not permitted to cite from any authority other than the law and cases provided in the attached. This means you cannot use or rely on newspaper articles, law review articles, or any other sources which you believe are relevant to the question presented. The purpose of prohibiting other sources in your analysis is to see how effectively you can craft a legal argument using only the sources of information provided to you.

Additionally, outside sources may lead you believe there is a right or wrong answer. However, for purposes of this essay, there is no right or wrong conclusion to each of the questions posed, and your essay will not be evaluated based on the conclusion you reach. Instead, your essay will be evaluated based upon your analysis that leads to your conclusion in each of the issues. Therefore, you should attempt to compare the facts of the cases provided in the authority to the facts of the instant case as a persuasive tool to reason why the court should decide one way or another.

Your essay should be 2,000 words or less.

Evaluation Methodology

Your essay will be judged based upon how effectively you've articulated the law and court cases and applied them to the fact pattern provided to reach a conclusion. You will be evaluated based upon how well you articulate the law, and the reasoning you offer to support your conclusions for each issue. Please be sure to include any proper citations when citing a law or a case, as you will be evaluated on your ability to attribute a particular law or reasoning to a source.

We look forward to reviewing your essay submissions. Thank you for being a part of a great award opportunity.

2024 Scharp's Essay Topic

Henchen's Inc. is a toy company that has been in business for over 100 years. Henchen's most famous line of toys is Fred the Firefighter and Friends. This line in the past has included various figurines such as Fred, a toy firetruck, a toy fire station, and more.

In 2022, Henchen's Inc. found that its profits had gone down; they didn't have as much luck selling their toys as they had in the past, especially since trends are changing and kids are reaching more for technology than they are for toys.

To try to combat this, Henchen's Inc. decided to do a holiday season rewards program which could earn customers points to win free toys. Anytime a customer purchases a toy from Henchen's Inc. they accumulate points and when they reach a certain number of points, they can access an online website to exchange rewards points for free toys. Of the free toys to get with points is a new and limited-edition line of Fred the Firefighter figurines.

To get the word out about this deal, Henchen's decided to make a commercial explaining the promotion. It explained the rules; that with each purchase from Henchen's, you will accumulate points that can be exchanged to obtain the new line of Fred the Fireman toys. In the commercial, it lists the new limited-edition Fred the Fireman figurine for 200 points, a new and improved fire house for the figurine for 500 points, a new and improved firetruck for 350 points, and limited-edition figurines of all of Fred's friends each for 150 points. At the end of the commercial, an image of a real, living dalmatian puppy wearing a firefighter outfit pops up on the screen with the caption "and first come first serve, a dalmatian puppy for 500,000 points."

Henchen's meant for the dalmatian puppy to be a joke, and figured any rational person would see it as such. However, eight-year-old Johnny saw the commercial and told his Father, Louis, that he wanted that puppy in a firefighter outfit from the Fred the Fireman line of toys. Louis, being the type of Father to give his son everything he wants, decided he would start to buy a bunch of toys for Johnny so that he could reach 500,000 points and get a dalmatian puppy for his son. Louis spent about \$10,000 buying toys before he reached 500,000 points. He looked at the rewards website and did not see an option for the puppy. So, he then marched into the nearest Henchen's store, presented the 500,000 points to the cashier, and demanded the dalmatian puppy. Confused, the cashier said that she did not know what he was talking about because they did not sell puppies. Louis then showed the cashier and the manager of the store the commercial with the puppy. The manager and cashier both repeatedly told Louis that the dalmatian puppy was simply a joke and that they would not be able to fulfill his request, but that he can get the entire line of Fred the Fireman toys with the number of points he had.

This was not good enough for Louis, and he decided to contact Henchen's corporate office to complain. Henchen's corporate office told Louis the same thing, that the dalmatian puppy was a joke and that they refused to fulfill that request. Louis was the first and only person to attempt to trade 500,000 points for a dalmatian puppy at Henchen's corporate office or any Henchen's store.

As a result of this interaction, Louis, himself, and on behalf of his son, Johnny, filed a lawsuit against Henchen's for breach of contract. Louis is arguing that Henchen's breached its contract with Louis and

Johnny when Henchen made an offer for a set price of 500,000 points for a dalmatian puppy, when Louis accepted that offer by accumulating the 500,000 points and presenting them to the store, and lastly when Louis did not receive a dalmatian puppy in return. Louis is arguing that Henchen's failed to perform its part of the contract by not taking the 500,000 points and giving him a puppy in return. You are a law clerk for the Trial Court Judge Scott Jones in the fictional state of Jefferson. He asks you to write a memo arguing all sides of whether an enforceable contract was created when Henchen's, Inc. created the commercial with the puppy for 500,000 points, and Louis collected the requisite number of points to obtain a puppy according to the commercial, but did not receive the puppy when he presented the points to Henchen's. Because this is an issue of first impression in Jefferson, Judge Jones advises you that any of the below state or federal cases/regulations may be applicable or persuasive.

You may consider the following sources:

Restatement (Second) of Contracts

§24. OFFER DEFINED

An offer is the manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it.

U.C.C. 2-206

(1) Unless otherwise unambiguously indicated by the language or circumstances

- (a) an offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances;
- (b) an order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or non-conforming goods, but such a shipment of non-conforming goods does not constitute an acceptance if the seller seasonably notifies the buyer that the shipment is offered only as an accommodation to the buyer.

(2) Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance.

U.C.C. 2-207

(1) A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms.

(2) The additional terms are to be construed as proposals for addition to the contract. Between merchants such terms become part of the contract unless:

- (a) the offer expressly limits acceptance to the terms of the offer;
- (b) they materially alter it; or

- (c) notification of objection to them has already been given or is given within a reasonable time after notice of them is received.

(3) Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract. In such case the terms of the particular contract consist of those terms on which the writings of the parties agree, together with any supplementary terms incorporated under any other provisions of this Act.

Case law:

Leonard v. Pepsico, 88 F.Supp.2d 116 (S.D.N.Y. 1999)

Geismar v. Abraham & Strauss, 439 N.Y.S.2d 1005 (N.Y. Dist. Ct. 1981)

Lefkowitz v. Great Minneapolis Surplus Store, 86 N.W.2d 689 (1957)

United States v. Braunstein, 75 F. Supp 137 (S.D.N.Y 1947)

Barnes v. Treece, 549 P.2d 1152 (1976)

Newman v. Schiff, 778 F.2d 460 (8th Cir. 1985)

Kay-R Elec. Corp v. Stone & Webster Constr. Co., 23 F.3d 55 (2nd Cir. 1994)

Mesaros v. United States, 845 F.2d 1576 (Fed. Cir. 1988)

Hubbard v. General Motors Corp., 1996 WL 274018 (S.D.N.Y. 1996)