[IRAC: How to Answer Law Problem Questions](#)

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You just got ushered into the examination hall and you take your seat. Itâ€™s time for another paper, and youâ€™re hoping that you remember all that you read moments before the exams. After all students have sat down, invigilators share the exam questions and you promptly get yours.

As you look through the questions, you suddenly panic. The exam questions look like passages from a novel. You know what this means â€" problem questions. You read through the questions but things only seem to get worse, you donâ€™t know what to do. You donâ€™t know how to answer the questions. You donâ€™t know where to start.

Problem questions can be quite problematic, if you donâ€™t knowÂ what to do. Luckily, they are also the easiest questions to answer â€" if you know your onions. The general technique that you can use to deal with any problem question is the simple formula: IRAC.

If you understand how to use IRAC, dealing with problem questions will seem less problematic. By the time youâ€™re done with this post, you should be able to put any problem question in its place.

What is IRAC?

IRAC is simply an acronym for:

Issue

Rule

Application

Conclusion.

IRAC is a formula that is used throughout the broad sphere of legal writing. IRAC or slight variations is used by judges in delivering judgements, by lawyers in writing their briefs, by lawyers when giving legal opinions, and numerous other areas of law.

In essence, understanding IRAC will not only be useful for your exams, it would help you throughout your career as a lawyer.

How to Use IRAC

Now that we understand what IRAC is, we get to the most important part â€" actually using it.

Just like we did in the [guide to answering law essay questions](#), I am going to give you a sample question that we will use IRAC for.

This is the question:

> Mr Daniel Kiss is a seasoned Fuji musician, he heard of the 10th year wedding anniversary of his long-time friend, Mr Starboy, who wanted to celebrate it in a big way. Mr Daniel Kiss was actually at the ceremony and was delighted to have been called by Mr Starboy to perform at the ceremony.Â The performance was adjudged byÂ many people at the ceremony to be superb.
>
> After the performance, Mr Owolabi, who was highly impressed, promised to pay Mr Daniel Kiss a sum of 500,000 naira as a reward for his performance.Â However, Mr Owolabi didnâ€™t pay this sum andÂ Mr Daniel Kiss instituted an action to get the money.

Advice Mr Daniel Kiss on the chances of success or otherwise of his action.

So, this is how you use IRAC to deal with a problem question:

Issue

When you want to determine the issue in a problem question, you have to look for the area of conflict. The conflict in a problem is where the interest of the characters clash and there is a disagreement. Looking at the scenario above, I have emphasized the area of conflict:

> After the performance, **Mr Owolabi, who was highly impressed, promised to pay Mr Daniel Kiss a sum of 500,000 naira as a reward for his performance. However, Mr Owolabi didn't pay this sum and Mr Daniel Kiss instituted an action to get the money.**

From the part I have emphasized here, the conflict involves a promise to pay for an action that has already occurred in the past. In essence, the conflict involves past consideration.

With this in mind, we can formulate the issue in this question as:

> Whether or not Mr Daniel Kiss' performance was past consideration for Mr Owolabi's promise?

There are some things you should notice in the structure of the issue. Note that it makes use of "Whether or not", You can either use this phrase or "whether" when writing an issue. This is due to the fact that in court cases, issues are usually couched in the form of questions. However, there are some lecturers who don't want issues couched this way, and they will let you know.

You should also note that the issue relates the facts of the case with the area of law you're considering. In essence, your issue would be incomplete if you just state something like "whether there was past consideration" or "whether Mr Owolabi owes Daniel Kiss some money". The perfect issue is a unique combination of facts and law.

The Rule

The rule is the section of your answer where you resort to authority. This can either be by stating statutory provisions or case law relevant to the issue.

The appeal to authority is something that is important to all law students. It is the provision of case law and statute that separates the writing of a lawyer from a sociologist, political scientist, or any other field of social science.

You should also try to define the legal concept that the question deals with. If the definition is something contained in statute, case law, or any other [source of law](#), you should do well to quote it. If you don't have any authority to quote, just give a definition to the best of your understanding.

This is an example of the rule for this question:

> According to the **Black's Law Dictionary 9th Edition**, past consideration can be defined as "An act done or a promise given by a promisee before making a promise sought to be enforced. Past consideration is not consideration for the new promise because it has not been given in exchange for this promise."

> In the case of ***Akenzua II, Oba of Benin vs. Benin Divisional Council (1959) WRNLR 1***, the defendant asked the plaintiff to use his influence to convince the African Timber and Plywood company to release some forest areas to it. The plaintiff was able to successfully prevail on the African Timber and Plywood company to do this.

> After securing this, the Oba told the council to release part of the land to him for his exclusive use. The Provisional Council agreed to do this. However, it subsequently withdrew its assent. As a result, the Oba sued them to enforce the "contract".

> The court held that the Oba's act was not valid consideration for the Provisional Council's promise because when the Oba carried out the act, he didn't do it for a promise. As a result, his consideration is past and there is no valid contract that can be enforced.

Application

In the application part of IRAC, you are going to relate the authority(s) you have used with the facts of the case. This is how you should do it:

> In the present scenario, Mr Daniel Kiss performed before the promise of reward by Mr Owolabi. This is similar to Oba Akenzua getting the land before the promise of reward by the Benin Provisional Council in the case of ***Akenzua II, Oba of Benin vs Benin Provisional Council***. In this case, the court held that such act was past consideration, and it makes the contract unenforceable.

> In the same vein, Mr Daniel Kiss' performance is past consideration for the promise made by Mr Owolabi. As a result, it is not a valid contract that can be enforced by the court.

Conclusion

Your conclusion is the part where you give advice to the party the question asked you to give advice to. You can glimpse this from the last sentence of this question which reads:

Advice Mr Daniel Kiss on the chances of success or otherwise of his action.

So, this is how you would advice Mr Daniel Kiss in the concluding part of IRAC:

My advice to Mr Daniel Kiss is that he should not go ahead with the suit because his consideration is past consideration, making the contract unenforceable.

The full Answer

To make things clearer, this is what the full answer to the problem question would look like:

The issue here is:

Whether or not Mr Daniel Kiss' performance was past consideration for Mr Owolabi's promise.

According to the **Black's Law Dictionary 9th Edition**, past consideration can be defined as "An act done or a promise given by a promisee before making a promise sought to be enforced. Past consideration is not consideration for the new promise because it has not been given in exchange for this promise.

In the case of *Akenzua II, Oba of Benin vs. Benin Divisional Council (1959) WRNLR 1*, the defendant asked the plaintiff/Oba to use his influence to convince the African Timber and Plywood company to release some forest areas to it. The Oba was able to successfully prevail on the African Timber and Plywood company to do this.

After securing this, the Oba told the council to release part of the land to him for his exclusive use. The Provisional Council agreed to do this. However, it subsequently withdrew its assent. As a result, the Oba sued them to enforce the "contract".

The court held that the Oba's act was not valid consideration for the Provisional Council's promise because when the Oba carried out the act, he didn't do it for a promise. As a result, his consideration is past and there is no valid contract that can be enforced.

In the present scenario, Mr Daniel Kiss performed before the promise of reward by Mr Owolabi. This is similar to Oba Akenzua getting the land before the promise of reward by the Benin Provisional Council in the case of *Akenzua II, Oba of Benin vs Benin Provisional Council*. In this case, the court held that such act was past consideration, and it makes the contract unenforceable.

In the same vein, Mr Daniel Kiss' performance is past consideration for the promise made by Mr Owolabi. As a result, it is not a valid contract that can be enforced by the court.

My advice to Mr Daniel Kiss is that he should not go ahead with the suit because his consideration is past consideration, making the contract unenforceable.

Conclusion

So, here you have it, how to answer problem questions with IRAC. If you know your way, it's quite straightforward. If there are areas that aren't clear to you, you can leave a comment. Also, don't forget to share this post with any of your friends that might be needing it. You can easily do that with the share buttons on the screen. To your success!!

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