



Concentrate Questions and Answers Contract Law: Law Q&A Revision and Study Guide (3rd edn)

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1. Exam Skills for Success in Contract Law

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Abstract

The *Concentrate Questions and Answers* series offers the best preparation for tackling exam questions. Each book includes typical questions, answer plans and suggested answers, author commentary, and other features. *Concentrate Q&A Contract Law* provides guidance on answering questions on the law of contract. This chapter focuses on the exam skills you will need to develop in order to be successful in Contract Law. It outlines how the book may be used to aid you in writing answers to contract essay and problem questions. It also provides general guidance for questions which are broken into parts and how marks are allocated, the focus of exam questions, and expectations in relation to written work.

Keywords: law of contract, essay questions, problem questions, assessment, approach to analysis

This book is designed to give students of the law of contract an insight, on the one hand, into how answers to essay and problem questions are to be written and, on the other, what examiners expect to see in well-crafted answers. It is presupposed that you, as the user of the book, will have a familiarity with the topic areas of the law of contract. The book can be used throughout your course of study, on a chapter-by-chapter basis, or at the end of your module to support your preparation for assessment. The book offers support in relation to assessment by coursework and examination but does not provide a comprehensive revision guide for the law of contract. The key to using this book is to understand that assessment is a process and once you understand the process it can be employed in relation to any subject area. So the answers given in each chapter demonstrate the process of answering problem and essay questions but do not seek to be exhaustive of all areas of the law of contract.

Answering Problem Questions

The primary expectation of the examiner in relation to an answer to a problem question is that you will demonstrate an ability to analyse and apply the law. In so doing your answer should be relevant, have a clear structure, demonstrate legal scholarship, and be understandable. A simple approach to analysis is to adopt the 'IRAC' approach. This is an acronym with four stages: Identification, Relevant law, Application, and Conclusion. First, *identify* the legal issue raised by the question. An initial inquiry will be what is the general area raised by the question. Often, although not always, questions will focus on one area of the syllabus, for example offer and acceptance or consideration. At the outset of your answer, identify the overall area. Then identify specific issues raised in the area; this might be, in an offer and acceptance question, finding an offer, finding an acceptance, etc. Secondly, state the *relevant law*. For example, in relation to offer you will need to define the term and then explain what the law requires for the existence of an offer. Statements of law are to be supported by reference to authority, for instance a case or statute as appropriate. Note that you will have choices to make, in that there are numerous cases on the meaning of offer, but you must choose the cases relevant to the question posed. Having stated the relevant law you must then seek to *apply* the law to the facts demonstrating that you are aware of any arguments for and against a particular interpretation. In doing this you are showing that you understand how the law may be used. Problem questions quite often introduce uncertainty in the factual scenario by omitting certain facts. Ensure that you address all the possibilities raised. Finally, reach a *conclusion* on the point identified. Note that your conclusion may not be definitive of an issue and may have to be couched in terms of the strength of opposing arguments or, if the facts of the problem are vague, what would be argued if particular facts exist. In other words, there may be no right answer but what is important is to employ a full and consistent argument or arguments given the facts that exist in the question.

What is essential to an understanding of IRAC is that it is to be used more than once in an answer. For every legal issue raised by a question IRAC is to be used. So if there are five issues raised by a question then IRAC may be used in relation to each of the five issues. This avoids having a block of law in an answer and then a short final paragraph seeking to apply the law. In this way the law and application are intertwined throughout your answer. See, for example, answer 1 in Chapter 2 'Offer and Acceptance'.

An examiner will also want to see that there is a logical organization of material in your answer. With problem questions, using the inherent structure of the law will help you order your thoughts. In relation to a question on offer and acceptance the logic of your answer must include the identification of an offer before you discuss the presence or otherwise of an acceptance. The chronology of offer and acceptance problems usually provides a structure for using the offer and acceptance analysis. The answers to the problem questions in this book will impose a legal order on the facts of a scenario and you will see that they follow the order that exists in the law. Understanding the structure of a legal area also has the spin-off that you have a ready-made plan for problem questions that you may encounter in an examination, where time is at a premium. So a little time spent reflecting on the structures of subject areas you will encounter in a contract module will be well rewarded.

Relevance is important in answering a question. Only deal with the legal issues raised by the facts of a question. Be careful to identify what the question expects you to discuss. Equally, only explain law which is relevant to the issue identified. Certainly, do not deal with issues if there is no problem on the facts, for example discussing the law relating to agreement when the question clearly states ‘the parties agree ...’ If a question states that a document has been signed, raising an issue of incorporation of terms, explain and apply the rule relating to signature (*L'Estrange v F Graucob Ltd [1934] 2 KB 394*) but do not explain and apply the other methods of incorporation; that is, notice and previous course of dealings.

When looking at the answers in this book, take note of how authority is used to support an explanation of a particular rule. While full citations are given in the answers, for example [1983] 2 AC 34, this would usually not be expected of you in an exam; the citations are only included here for ease of reference. Usually all that will be required is that you state the name of a case or a statute.

Answering Essay Questions

Much of the previous advice is also applicable to answering essay questions. However, the starting point with an essay question is to deconstruct the sentence or sentences. Part of the essay title will indicate the scope of the question—that is, the subject matter to be examined—the remaining words will refer to concepts or rules, for example, and then instruct you as to what to consider about this subject area. Always remember that mention of a concept or rule in an essay title is an invitation to give an explanation of the concept or rule. Once you have identified the areas, then the approach to adopt is ‘PEA’ that is, in relation to each issue raised by the essay, make a Point, then provide Evidence (in law essays this may consist of relevant law), and then undertake Analysis. This approach may be used several times in an answer as you address each point in turn.

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- ↳ Ensure that throughout your essay you keep linking the material you are discussing to the requirements of the question.

The use of IRAC and PEA gives you templates to follow in analysing a question but as your writing skills develop you may find the stages of each blending into one another. The important point is that by dealing with matters raised by IRAC and PEA you will be addressing the issues raised by the question.

General Guidance

In relation to questions broken into parts, a mark allocation may give some guidance on where to concentrate your efforts, for example if a marks split is part (a) 60% and part (b) 40%, it is clear that more time should be expended in relation to part (a). If no marks split is given, then it may be that each part is to be treated equally. It is advisable to look at past questions and, if in doubt, to consult your tutor for guidance.

Questions may focus on an area of contract law, for example offer and acceptance or remedies for breach of contract, and not mix areas, for instance offer and acceptance and consideration. However, questions may also link areas, such as terms and misrepresentation or breach and damages. **Chapter 14** includes some

questions that do link areas together to illustrate how such questions may occur. Again, the advice is to look at how your module has been assessed in past papers and to consider how the subject is taught through the lectures and seminars.

Finally, a few words relating to assessment in general. First, you should listen carefully to your contract lecturer and seminar tutor as they will guide you as to their expectations in relation to written work. They may indicate a particular form or style that they want to see in assessments. Ensure you are aware and follow closely any specific instructions given both in teaching sessions and assessment notifications. Secondly, when referring to the decision of a court you are to use the word ‘judgment’, but when referring to, for example, an estimate or opinion employ the spelling ‘judgement’. Thirdly, the answers in this book are suggested answers; there may be other ways to answer the questions posed, especially essay questions. The important point is that the answers indicate an approach and include the type of information that must be present in an answer. Fourthly, in problem questions avoid concluding with the obvious statement that the issue is one for a court to decide. This is undoubtedly true, but a client would expect to be given more guidance as to the relevant law, its application, and the likely success of an argument or arguments should a case be pursued before the courts.

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