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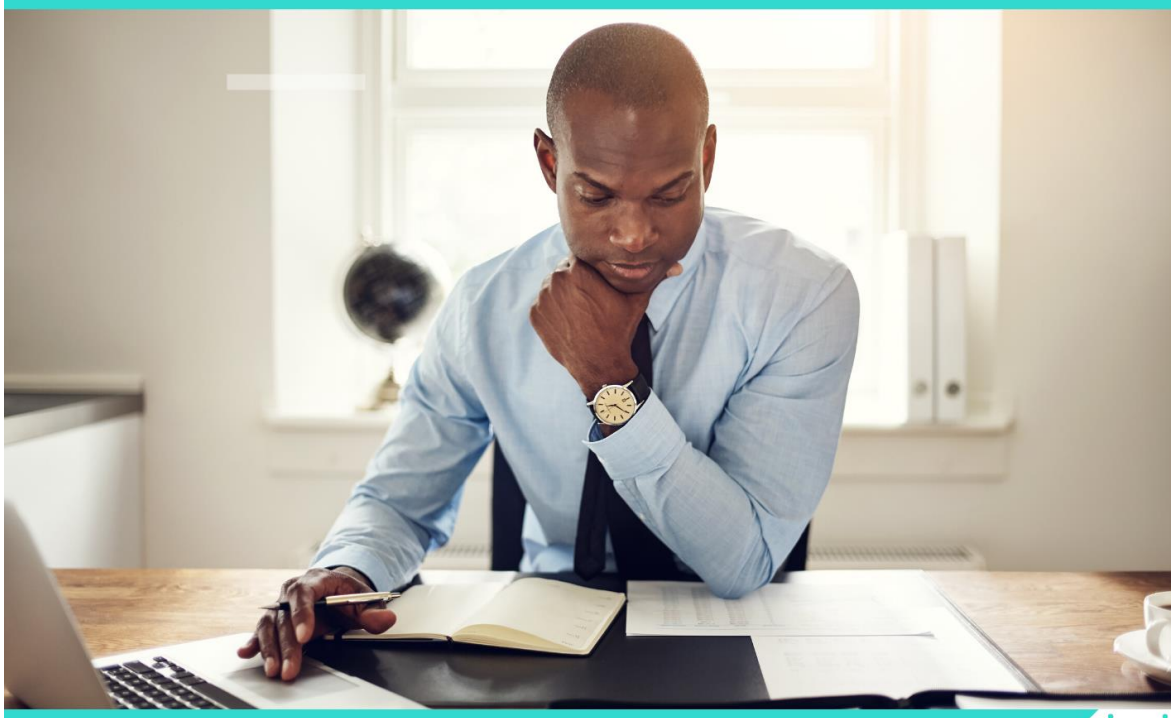
DECODE EXAM QUESTIONS



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Introduction

The guide to decoding exam questions shows you how to deal with exam questions. Most law students, on getting admission to study law, are not formally taught how to answer exam questions. This is tragic because it is very important to success as a law student. Thankfully, this guide does just that.

The guide is divided into two main sections: Essay Questions and Problem Questions. This is because all law exam questions are either problem or essay questions. So, understanding how to deal with essay and problem questions would be a good foundation to exam success.

Do enjoy this guide and if you have any questions or comments, feel free to shoot me a mail at Olamide@detlawyer.com.

Success!!

Written by Olanrewaju Olamide

How to Effectively Answer Law Essay Questions

I remember my first semester 100 level exams. I was just fresh from secondary school/JAMBITE, but I thought law exams were the same with secondary school exams. Heck, I didn't even know that law exams were only theory questions. I was expecting to meet some objective questions, until I saw my exam questions.

Well, during the exams, I wrote what I could, and was confident my results would be awesome. After all, I had read for the exams well enough, and I used to think I was kind of intelligent.

I was in for a rude shock.

While I was in 100 level at the University of Ilorin, they still pasted everyone's results on the notice board. So, when I heard the first result was out, I and a lot of my "fresher" colleagues went to check our results. I was expecting an A, or worse, a B.

I located my matric number on the pasted list and checked my first result. I had a C.

I was surprised, but I felt it was my first result, the others would be better.

The other results started trickling in. With each result pasted on the notice board, I realised I wasn't so special after all. I had a series of C's. For my 100 level first semester results, out a total of 10 courses, I had just one A, two B's and the rest were C's.

I was dejected, along with most other "freshers" that received this glorious welcome to Faculty of Law, University of Ilorin.

Instead of blaming the poor results on the indiscretions of my lecturers, I knew something had to be wrong with what I wrote. So, I asked for help. I asked a scholar (the best student in a level) in 400 level at the time, to show me how to answer law questions. He showed me the way, and I can tell you that my results improved dramatically.

So, I am going to teach you exactly what he taught me, how to answer law exam questions. Here, we'll be dealing with essay questions.

What are Law Essay Questions?

Written by Olanrewaju Olamide

There are two major types of law questions, essay questions and problem questions. Law essay questions require you to write an essay. Unlike problem questions that require you to advise parties in a scenario.

We have all been answering a level of essay questions right from secondary school, so it shouldn't be new to you.

The following is an example of a law essay question:

> There have been a lot of arguments for and against the principle established in the popular case of *Adams vs Lindsell*.
>
> Expatiate, through the cases.

To answer law essay questions properly, it must follow four rules. It must have The Introduction, The definitions, the body, and the conclusion. We'll deal with each of these sections below.

The Introduction

The introduction to your law essay question is the part where you let the lecturer know what the answer is all about.

In this part of the question, you shouldn't directly go into answering the question. Instead, you are allowed to beat about the bush a little bit. Start with a general statement and then become more specific. At the end of the introduction, you should talk about the law essay question you intend to answer.

As an illustration, this is how the introduction to the sample law essay question above should look like:

> The importance of feedback in the formation of a contract cannot be over-emphasized. It is trite that every contract needs to have an offer and acceptance, and there is the need to communicate the offer and acceptance between the parties. In a lot of instances, this isn't really a problem since the offer and acceptance is done in real-time (face to face).
>
> However, there are instances where it isn't in real time, like when the communication is done by post. In this type of situation, due to the process of posting a letter or parcel, the communication between the parties can experience some delays. This has posed some problems, like "when is an acceptance valid?" Upon posting, or upon reception? One

principle that has been developed by the courts to solve this problem is the rule in ***Adams vs Lindsell***.

This work is going to analyse this rule and talk about the criticisms levelled against it, with special attention being paid to case law.

The Definition

This is the part of the question where you give a definition to the major terms/keywords in the question. It is not necessary that it has to be a "term" per se. For instance, in the sample question I gave above, the major term is ***Adams vs Lindsell***.

So, what you should do at this stage is to define the rule in ***Adams vs Lindsell***. Since this is a case, you should talk about the facts of the case.

Your answer can go something like this:

> The rule in Adams vs Lindsell is generally referred to as acceptance by post. The rule in this case was propounded by Lord Ellensborough in 1818. In this case, the defendant offered to sell some wool to the plaintiff. The defendant sent their offer by post.
>
> Due to an error in the posting, the letter got to the plaintiff on the evening of September 5. The plaintiff posted an acceptance the next day. If the letter was posted correctly, the defendant ought to have gotten the reply by September 7. So, when the defendant didn't get a reply on September 7, he sold the wool to a third party on September 8. The plaintiff's acceptance finally got to the defendant on September 9.
>
> Since the defendant had already sold the wool to a third party, the plaintiff sued for breach of contract. The major contention was when the acceptance would be valid. On the plaintiff posting it, or on the defendant receiving it?
>
> The court held in favour of the plaintiff that when it comes to contracts conducted by post, acceptance comes to fruition at the time of posting, not at the time of receiving.

The Body

This is the major part of the answer to the law essay question. It is in this part of the answer that you demonstrate your understanding of the question and knowledge of the subject matter. In a lot of instances, what differentiates an A student from a C student is the fact that an A student cited more authorities in this section of the answer.

Using the sample question above, this part of the answer to the law essay question will look something like this:

> Since the inception of this rule, there have been numerous arguments for and against it by jurists, scholars, and judges alike. In the case itself, the court, in justifying its decision stated that if acceptance wasn't complete on posting, then there is the need for the offeree to require the offeror to inform him that he had received his acceptance, and so it goes on *ad infinitum*.
>
> Scholars like Professor Sagay have disputed this justification of the rule in ***Adams vs Lindsell***. According to him, the process doesn't have to go on *ad infinitum.* The offeree can assume that a contract has come into fruition when the offeror receives the letter, the same way the offeror has to assume that there is a binding contract when, and if, the offeree posts a letter of acceptance.
>
> In the subsequent case of ***Household Fire Insurance Co vs Grant***, the court gave some other concrete reasons for the adoption of the rule in ***Adams vs Lindsell***. The facts of this case are as follows. The defendant applied for shares in the plaintiff company, and the plaintiff company assented by posting a letter.
>
> However, the letter didn't get to the defendant, and as such, he didn't know that the company accepted his offer. When the company got into liquidation, he was called upon to pay up his share. He resisted this, and thus the case was brought before the court.
>
> The court, in applying the rule in ***Adams vs Lindsell***, held that he was liable to pay up his own shares, since a binding contract came into existence the moment the company posted its acceptance, regardless of the whether or not he received the letter.

Written by Olanrewaju Olamide

In justifying the acceptance by post rule, the court gave the following reasons:

The post office is an agent of both parties. So, technically, a letter given to the post office is deemed communicated to the offeror.

By posting the letter of acceptance, there is already a valid and binding contract. There is no need for any other act to bring the contract to fruition. The offeree has merely assented to the offeror's proposals.

The offeror is free to make it a term of the contract that there is no valid acceptance until he receives it.

Any alternative rule would lead to fraud and delay in commercial transactions because the offeree would have to wait for confirmation from the offeror that he has received his acceptance.

The rule is the most convenient compared to all other alternatives.

However, the court's decision was not unanimous. There was a dissenting judgement by Bramwell, L.J. He contended that if the basis of the rule was that it would cause hardship on the offeree, who might have already made arrangements based on the acceptance of the contract, there is also hardship on the part of the offeror who might act on the belief that his offer was not accepted. This is even more relevant where the offeror didn't receive the acceptance like in the present case.

All this goes to show that the rule in ***Adams vs Lindsell*** isn't one that enjoys unanimous consensus in the legal community. Recent decisions by courts in the United States suggest a shift away from this rule of acceptance by post.

In the case of ***Rhode Island Tool Co vs US F. Supp. 417 (1955)***, the plaintiff's made an offer to sell some bolts to the defendant. The defendant accepted by post, but the plaintiff discovered that they had quoted a very low price. To remedy

this, they sent a telegram to the defendant revoking the offer. The telegram got to the defendant before the posted acceptance got to the plaintiff.

The court held that the offer was validly revoked since the telegram got to the offeree before the plaintiff received the letter of acceptance.

A similar thing happened in the case of ***Dick vs US F. Supp 326 (1949)***. The facts of this case are quite similar to the facts in the above case. In this case, the offeree was the plaintiff and after accepting the offer by post, sent a telegram withdrawing it. The telegram got to the defendant before the letter of acceptance, and the court held that it was a valid revocation.

Answer Law Essay Questions Rule 4: The Conclusion

The conclusion to the law essay question is the final part of essay (just like the name suggests). There are two major ways you can conclude the essay: either by summarizing what you have written, or by giving a recommendation/comment.

To be on the safe side, you should just conclude by summarizing what you have written. You should also make it clear that you are concluding by including the phrase "In conclusion" at the beginning of the conclusion.

So, this is how the conclusion to the sample question would look like:

In conclusion, this work has highlighted the evolution of the rule in *Adam vs Lindsell* with special attention given to case law. This work highlighted the establishment of the rule, the justifications given by the court for this rule, and the criticisms against this rule. It finally showed a departure from this rule in other jurisdictions like the USA, due to the impact of new technology on commercial transactions.

Here's the full answer to the essay question

So, this is how you should answer a law essay question. If you want to get a full picture of what the answer to the essay question looks like, here you go:

The importance of feedback in the formation of a contract cannot be over-emphasized. It is trite that every contract

needs to have an offer and acceptance, and there is the need to communicate the offer and acceptance between the parties. In a lot of instances, this isn't really a problem since the offer and acceptance is done in real-time (face to face).

However, there are instances where it isn't in real time, like when the communication is done by post. In this type of situation, due to the process of posting a letter or parcel, the communication between the parties can experience some delays. This has posed some problems, like "when is an acceptance valid?" Upon posting, or upon reception? One principle that has been developed by the courts to solve this problem is the rule in ***Adams vs Lindsell***.

This work is going to analyse this rule and talk about the criticisms levelled against it, with special attention being paid to case law.

The rule in ***Adams vs Lindsell*** is generally referred to as acceptance by post. The rule in this case was propounded by Lord Ellensborough in 1818. In this case, the defendant offered to sell some wool to the plaintiff. The defendant sent their offer by post.

Due to an error in the posting, the letter got to the plaintiff on the evening of September 5. The plaintiff posted an acceptance the next day. If the letter was posted correctly, the defendant ought to have gotten the reply by September 7. So, when the defendant didn't get a reply on September 7, he sold the wool to a third party on September 8. The plaintiff's acceptance finally got to the defendant on September 9.

Since the defendant had already sold the wool to a third party, the plaintiff sued for breach of contract. The major contention was when the acceptance would be valid. On the plaintiff posting it, or on the defendant receiving it.

The court held in favor of the plaintiff that when it comes to contracts conducted by post, acceptance comes to fruition at the time of posting, not at the time of receiving.

Since the inception of this rule, there have been numerous arguments for and against it by jurists, scholars, and judges alike. In the case itself, the court, in justifying its decision stated that if acceptance wasn't complete on posting, then there is the need for the offeree to require the offeror to inform him that he had received his acceptance, and so it goes on *ad infinitum*.

Scholars like Professor Sagay have disputed this justification of the rule in Adams vs Lindsell. According to him, the process doesn't have to go on *ad infinitum.* The offeree can assume that a contract has come into fruition when the offeror receives the letter, the same way the the offeror has to assume that there is a binding contract when, and if, the offeree posts a letter of acceptance.

In the subsequent case of *Household Fire Insurance Co vs Grant,* the court gave some other concrete reasons for the adoption of the rule in *Adams vs Lindsell.* The facts of this case are as follows. The defendant applied for shares in the plaintiff company, and the plaintiff company assented by posting a letter.

However, the letter didn't get to the defendant, and as such, he didn't know that the company accepted his offer. When the company got into liquidation, he was called upon to pay up his share. He resisted this, and thus the case was brought before the court.

The court, in applying the rule in *Adams vs Lindsell,* held that he was liable to pay up his own shares, since a binding contract came into existence the moment the company posted its acceptance, regardless of the whether or not he received the letter.

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By posting the letter of acceptance, there is already a valid and binding contract. There is no need for any other act to bring the contract to fruition. The offeree has merely assented to the offeror's proposals.

The offeror is free to make it a term of the contract that there is no valid acceptance until he receives it.

Any alternative rule would lead to fraud and delay in commercial transactions because the offeree would have to wait for confirmation from the offeror that he has received his acceptance.

The rule is the most convenient compared to all other alternatives.

However, the court's decision was not unanimous. There was a dissenting judgement by Bramwell, L.J. He contended that if the basis of the rule was that it would cause hardship on the offeror who might have already made arrangements based on the acceptance of the contract, there is also hardship on the part of the offeror who might believe that his offer was not accepted. This is even more relevant where the offeror didn't receive the acceptance like in the present case.

All this goes to show that the rule in *Adams vs Lindsell* isn't one that enjoys unanimous consensus in the legal community. Recent decisions by courts in the United States suggest a shift away from this rule of acceptance by post.

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A similar thing happened in the case of *Dick vs US F. Supp 326 (1949).* The facts of this case are quite similar to the facts in the above case. In this case, the offeree was the plaintiff and after

accepting the offer by post, sent a telegram withdrawing it. The telegram got to the defendant before the letter of acceptance, and the court held that it was a valid revocation.

In conclusion, this work has highlighted the evolution of the rule in *Adam vs Lindsell* with special attention given to case law. This work highlighted the establishment of the rule, the justifications given by the court for this rule, and the criticisms against this rule. It finally showed a departure from this rule in other jurisdictions like the USA, due to the impact of new technology on commercial transactions.

So, here you have it, a guide to answering law essay questions. If you follow these guidelines, you should see an improvement in your grades. If you have any questions related to this, feel free to drop a comment.

IRAC: How to Answer Law Problem Questions

You just got ushered into the examination hall and you take your seat. It's time for another paper, and you'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 -- problem questions. You read through the questions but things only seem to get worse, you don't know what to do. You don't know how to answer the questions. You don't know where to start.

Problem questions can be quite problematic, if you don't know what to do. Luckily, they are also the easiest questions to answer -- 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 you're done with this post, you should be able to put any problem question in its place.

Written by Olanrewaju Olamide

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 - actually using it.

Just like we did with 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. The performance was adjudged by 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. However, Mr Owolabi didn't pay this sum and 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.

Written by Olanrewaju Olamide

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 the making of 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.

Written by Olanrewaju Olamide