BTB1010 Commercial law

MONASH UNIVERSITY · UNDERGRADUATE · SEMESTER 2, 2026

Full guide + ask Sia about BTB1010

SIDE 1/2 ISSUE ROADMAP · AUTHORITY → FORMATION → INTENTION → CONSIDERATION → TERMS

OPEN-BOOK EXAM SHEET

What the problem rewards: issue · rule · application · conclusion

0 · Exam map

COURSE + BRIEF

Project 50% | Examination 50%

Permitted materials: "OPEN BOOK - UNLIMITED ACCESS TO PHYSICAL MATERIALS - FINAL EXAM" *(BTB1010 Workshop 1 resource, 2026)*

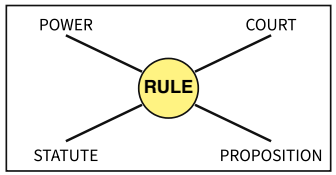
The handbook groups assessment as **Project 50%** and **Examination 50%**. The current schedule divides the project into individual Part 1 (25%) and Part 2 (25%) and calls the examination the Final Assessment in exam week.

ISSUE SEQUENCE	WHAT EARNS THE LINE
I — Issue	Name the disputed legal character, parties, communication or promise.
R/L — Rule/Law	State a qualified rule; identify source, force and factual limit.
A — Apply	Use helpful and adverse facts; answer the strongest rival reading.
C — Conclude	Give a scoped result and the missing fact that could reverse it.

EXAM MOVE → *Do not announce a result first. Characterise, state the rule, compare facts, then conclude.*

1 · Whole-problem route

OVERVIEW · ALL CHAPTERS



Adapted from the guide: locate the rule institutionally before using it.

GATE	QUESTION BEFORE MOVING ON
Authority	Which institution, jurisdiction, hierarchy and proposition?
Agreement	Was there a live, certain offer and valid acceptance?
Enforcement	Objective intention? Bargained-for legal value? Distinct reliance route?
Content	Term, representation, opinion or puff? How incorporated?
Effect	What does the document mean; does an exclusion reach this liability?

★ **Reverse-fact check:** change one fact—timing, wording, communication, reliance or notice—and say which rule or application changes. This exposes whether the conclusion rests on a legally material fact rather than attractive detail.

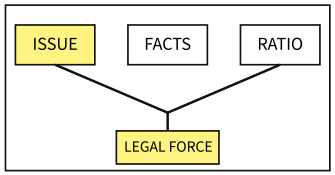
Source-control check: Before using a case or statute, write the proposition needed; record jurisdiction, court or legislature, provision or ratio, binding force and factual limit. Link each legal conclusion to that authority.

2 · Authority before outcome

CH 1 · METHOD

Legislation is enacted through parliament; ***delegated legislation*** operates under statutory authority; ***common law*** develops through judicial decisions. The executive administers law within conferred power. Keep institution, source and function distinct.

SOURCE CHECK	APPLICATION SENTENCE
Jurisdiction	Is this court or legislature relevant to the dispute?
Hierarchy	Binding superior court, same/lower court, or another hierarchy?
Proposition	What exact rule does the source support?
Material facts	Which similarities or distinctions engage the rule or rationale?
Force	Binding, persuasive or distinguishable?



Adapted from the guide: issue + material facts + necessary rule determine force.

3 · Ratio, obiter, statute

CH 1 · PROBLEM USE

ITEM	RULE	EXAM USE
Ratio decidendi	Rule necessary to resolve the issue on material facts.	State narrow proposition and compare legally relevant facts.
Obiter dictum	Observation unnecessary to the result.	May persuade; do not label it binding merely because memorable.
Statutory text	Read enacted words with definitions, neighbours, exceptions and scheme.	Break provision into conditions; fit facts to each.
Purpose	Helps choose among meanings the text can bear.	Cannot rewrite enacted language.

AUTHORITY PARAGRAPH

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Rule + source/force → factual analogy or distinction → limited proposition carried into application.
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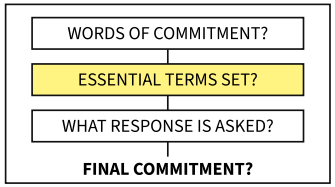
Materiality test: change the fact. If the legal analysis plausibly changes, it is material. Headnotes and broad summaries begin research; they do not replace the necessary-reasoning analysis.

Ethics stays separate: determine legal rights and obligations first; then identify stakeholders, harms, fairness, governance risk and a feasible alternative. Lawful conduct may still be commercially or ethically poor.

4 · Is there an offer?

CH 2 · FIRST FORMATION GATE



Adapted from the guide: classify by words, terms, required response and retained approval.

CHARACTER	OBJECTIVE SIGNAL	CONSEQUENCE
Offer	Sufficiently definite; acceptance will conclude bargain.	Creates a power of acceptance while live.
Invitation to treat	Invites offers or negotiation; stock, eligibility or approval remains.	Recipient ordinarily makes the offer.
Quotation	May give information without promising to sell.	Check quantity, availability, wording and final approval.
Advertisement	Often invites offers, but precise promised performance and limited supply can reverse pattern.	Apply actual commitment, not label.

OFFER SENTENCE

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"Objectively, [words + context] show / do not show final willingness to be bound because [what remains after response]."
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5 · Acceptance gate

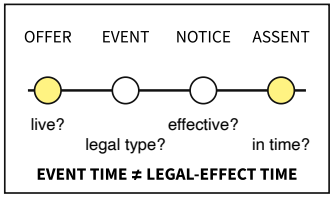
CH 2 · CORRESPONDENCE

- Acceptance must objectively **correspond with the offer**, not introduce a new condition.
- A required method may be exclusive; a suggested method may allow an equally advantageous alternative. Read the wording and benefit to the offeror.
- Ordinarily an offeror cannot impose acceptance by silence. Conduct may communicate assent when objectively referable to the bargain.
- Before timing acceptance, confirm that the offer remained open and sufficiently certain.

RESPONSE	STATUS OF ORIGINAL OFFER
Unqualified assent	Potential acceptance, subject to method and timing.
Different terms	Counter-offer; ordinarily rejects original.
Request for information	May leave original offer alive.

6 · Is the offer still alive?

CH 2 · TERMINATION



Adapted from the guide: a chronology becomes legal only after each event receives its rule.

POSSIBLE TERMINATOR	QUESTION TO APPLY
Revocation	Did withdrawal objectively reach the offeree before acceptance became effective?
Third-party information	Was the source reliable; did inconsistent conduct objectively reach the offeree in time?
Counter-offer/rejection	Did the response substitute terms or reject, rather than merely inquire?
Lapse	Had the offer lapsed before acceptance became effective?
Failure of condition	Was a stated or objectively understood condition unsatisfied?

EXAM MOVE → *Put event time and legal-effect time on separate rows. Internal decision, sending, arrival, accessibility and reading are not automatically identical.*

7 · Communication timing

CH 2 · MEDIUM MATTERS

SETTING	WHAT TO ESTABLISH
Postal	Does the postal exception properly apply? It is not a universal sending rule.
Instantaneous	Separate dispatch, arrival, accessibility and actual reading; then apply governing rule.
Electronic	Identify agreed system and facts about dispatch/receipt; do not assume "sent" decides.
Prescribed method	Mandatory or convenient? Is another method equally advantageous?

CONCLUSION FORM

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"If [receipt/accessibility fact], revocation/acceptance became effective first; if not, the opposite branch follows."
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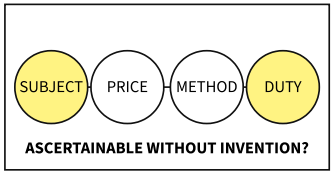
Two timing traps: Third-party revocation needs reliable information of conduct inconsistent with keeping the offer open, objectively reaching the offeree before acceptance. For a prescribed acceptance route, ask whether its wording makes the method mandatory or merely convenient and whether another method is equally advantageous.

8 · Certainty & completeness

CH 2 · ENFORCEABLE BARGAIN



Adapted from the guide: essential content or an agreed mechanism must make the bargain workable.

ENOUGH	NOT ENOUGH
Essential terms identified.	Price, subject, quantity, duration or performance left unresolved.
Objective standard, formula or third-party determination.	Agreement merely to agree later.
Meaning and obligation ascertainable.	Court would have to invent the commercial bargain.

Sequence: apparent assent does not rescue uncertainty. Ask whether the arrangement supplies the content or mechanism needed for enforcement; the test is workability, not perfect detail.

9 · Objective intention

CH 3 · LEGAL SERIOUSNESS

Ask whether outward words, conduct, relationship and context show an agreement intended to carry legal consequences. The court cannot inspect a private reservation. Commercial, social and domestic settings support inferences, not irrebuttable labels.

SUPPORTS LEGAL INTENTION	PUSHES AGAINST
Serious wording; formality; financial stakes; performance; records; reliance.	Express exclusion of legal force; informal context; uncertain or incomplete commitment.
Always address the strongest contrary indicator and the whole setting.	

INTENTION SENTENCE

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"Objectively, [words/conduct/context] support legal seriousness despite [strongest contrary fact]."
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10 · Intention is not bargain

CH 3 · KEEP LANES SEPARATE

DOCTRINE	DIFFERENT QUESTION
Intention	Was the arrangement meant to have legal consequences?
Consideration	What bargained-for legal value supports this promise?
Reliance	What induced assumption and changed position support a distinct response?

11 · Consideration ledger

CH 3 · PROMISE BY PROMISE

ELEMENT	ASK PRECISELY
Promise	Which promise is being enforced; who is promisor/promisee?
Return value	What act, promise or forbearance did the enforcing promisee provide or arrange in exchange?
Sufficiency	Does it count as legal value?
Timing	Was it bargained for, rather than merely completed before later promise?
Existing duty	New performance, duty to another, or recognised practical benefit—subject to limits and improper pressure?

Sufficiency ≠ adequacy. Courts generally do not demand equal market value, but the alleged value must be legally sufficient and part of the bargain. A benefit or detriment occurring independently may not be consideration.

Past act: ordinarily not exchanged for a later promise. Ask whether the act was requested on an understanding of payment or whether another recognised exception is available.

VARIATION DIAGNOSTIC

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Old exchange on line 1. Proposed new exchange on line 2. Circle the additional value; if none appears, test existing-duty/practical-benefit reasoning and its limits.
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12 · Reliance / estoppel

CH 3 · DISTINCT ROUTE

STEP	PROOF FOCUS
Assumption	What precise state of affairs or promise was adopted?
Inducement	What role did the promisor play in creating or maintaining it?
Reliance	What action or forbearance followed?
Detriment	What changed position makes departure legally relevant?
Relief	What response is connected to that change and its limits?

Reliance is **not consideration** or a free-standing fairness label. Identify assurance, changed position, detriment and relief.

13 · Terms clinic

CH 4 · ORDERED GATES

GATE	QUESTION
1 Classify	Term, representation, opinion or puff?
2 Incorporate	Signature, timely notice, regular course, implication or statute?
3 Construe	What do the words mean in document and commercial context?
4 Control	What distinct statutory or other legal control applies?
5 Consequence	Which obligation, liability, loss and remedy follow?

EXAM MOVE → *Refuse to jump ahead. A fairer interpretation cannot rescue a clause that never entered the contract.*

BTB1010 Commercial law · drills & fast recall

MONASH UNIVERSITY · ISSUE SPOTTING · APPLICATION · CONDITIONAL CONCLUSIONS

Full guide + ask Sia about BTB1010

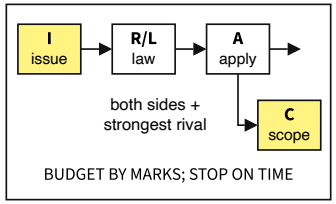
SIDE 2/2 IRAC/ILAC FRAME · FOUR COMPACT DRILLS · TRAPS · FAST-RECALL TABLES

OPEN-BOOK EXAM SHEET

Drill rule: carry every hypothetical to a scoped conclusion

14 · IRAC / ILAC under pressure

ALL CHAPTERS · ANSWER FRAME



New: a compact retrieval path; IRAC and ILAC use the same disciplined sequence.

SENTENCE JOB	FAST STEM
Issue	"The issue is whether [communication/promise/document] is legally [character]."
Rule/Law	"The applicable rule requires [elements], qualified by [limit]."
Apply for	"This supports [result] because [material facts]."
Apply against	"However, [rival fact/reading] points the other way because …"
Conclusion	"On balance, likely [result], subject to [missing decisive fact]."

Timing: allocate answer time in proportion to marks; the four-step marks attached to the source drills are editorial study aids, not an official assessment scheme. Timebox the parts, preserve application, and stop when the scoped conclusion is written.

15 · Trap triage

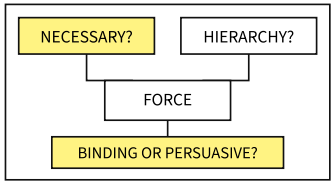
FAQS · EXAM CHECKS

IF YOU WROTE…	REPAIR IT
"Advertisements are always invitations."	State the ordinary pattern, then test actual commitment and required response.
"Social means no intention."	Use objective words, seriousness, finance, performance and relationship context.
"Low value means no consideration."	Separate legal sufficiency from economic adequacy.
"It is unfair, so estoppel."	Identify assumption, inducement, reliance, detriment and relief.
"The clause is narrow."	First prove incorporation; only then construe scope.
"A memorable judicial sentence binds."	Test necessity, material facts, jurisdiction and hierarchy; an unnecessary statement may be obiter.
"Sent decides timing."	Separate dispatch, arrival, accessibility and reading; legal effect follows the governing rule.
"Ambiguity means guess."	Give the stronger and rival classifications, then name the fact or wording that decides.

16 · Drill 1 – judicial statement

CH 1 WORKED EXAMPLE

Facts: A trial judge comments broadly on online advertisements after deciding the case on another issue. Explain the authority checks.



Adapted from the guide's precedent lens: necessity and hierarchy control force.

IRAC STEP	WORKED ANSWER
I	Can the broad comment bind a later court on online advertisements?
R/L	Ratio is necessary to the result on material facts; an unnecessary observation is obiter. Binding force also depends on jurisdiction and hierarchy.
A1	The case was decided on another issue, so the broad advertisement comment was unnecessary.
A2	Its reasoning may persuade, but identify any applicable superior authority or enacted law and compare material facts.
C	The comment is obiter, not ratio; describe it as persuasive only, qualified by reasoning and context.

FOUR CHECKS

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Court/jurisdiction → necessary issue
→ material facts/proposition →
binding or persuasive.
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TRAP → *A vivid quotation does not become a binding rule. Write the one proposition the statement can support.*

17 · Authority mini-check

CH 1 FAQ

- A lower-court case may illustrate or persuade where binding authority is absent; label its status.
- Another hierarchy may be persuasive rather than binding; statutory schemes can differ.
- For statute, read definitions and neighbouring sections before extracting the element.

SOURCE-CONTROL AUDIT

```
Write the needed proposition before
opening the source. Record
jurisdiction, court or legislature,
date, provision or ratio, binding
force and factual limit. Compare the
closest contrary authority and
explain why the difference matters.
Then link every legal conclusion to
authority.
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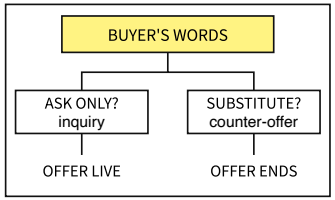
18 · Drill 2 – inquiry or counter-offer?

CH 2 WORKED EXAMPLE

Facts: A buyer asks whether delivery can occur one week later, then sends an unqualified acceptance before the seller replies.



Adapted from the guide's offer filter: objective wording decides inquiry versus substituted terms.

IRAC STEP	WORKED ANSWER
I	Did the delivery question reject the original offer, leaving nothing to accept?
R/L	A counter-offer substitutes terms and ordinarily rejects the original; a request for information may leave it alive.
A1	"Would you accept?" can objectively request information rather than insist on later delivery.
A2	Wording that conditions agreement on the later date points to a counter-offer. Quote the operative words.
C	If inquiry, later unqualified assent may form agreement, subject to communication rules; if substitution, the old offer requires renewal.

FOUR CHECKS

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Original offer/open terms → classify
question → was offer live? → did
later assent correspond?
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19 · Clock-time drill

COURSE WORKED EXAMPLE

Proposal 9:00 · revocation sent 10:00 · acceptance received 10:05 · revocation read 10:20. The times alone do not decide: classify the 9:00 message; identify the rules for effective revocation and acceptance; compare legal-effect times; state both branches if receipt or method is uncertain.

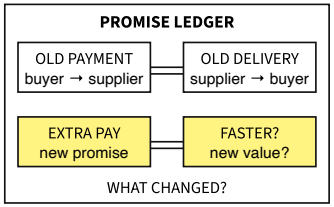
BEST LAYOUT → *One row for events; one row for legal effect. Do not equate sending, arrival, accessibility and reading.*

Formation record: Record each message's exact words, sender, recipient, medium, dispatch, arrival, accessibility and response. Beside it, state the legal question—commitment, certainty, revocation, counter-offer, prescribed method or receipt—without deciding prematurely. End with parties, formation time and terms, plus the missing fact that could reverse the result.

20 · Drill 3 – paid variation

CH 3 WORKED EXAMPLE

Facts: A supplier promises faster delivery after the buyer promises extra payment, but the supplier already owed delivery under the original contract.



New: separate old and proposed exchanges so the alleged fresh value is visible.

IRAC STEP	WORKED ANSWER
I	What consideration supports the buyer's promise of additional payment?
R/L	Repeating an existing duty may not be fresh consideration; added performance, a duty to another or recognised practical benefit may matter, subject to limits.
A1	State the original delivery duty exactly. "Faster" may be beyond it if the original timing did not already require that performance.
A2	If no additional performance, test any recognised practical benefit and absence of improper pressure; do not declare every paid variation valid.
C	Enforceability turns on identified new value or a supported practical-benefit route, with reliance and remedy kept distinct.

FOUR CHECKS

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Old duty → new promise → added
value/practical benefit → pressure,
reliance and remedy.
```

21 · Three ledgers

CH 3 STRATEGY

LEDGER	RECORD ONLY
Seriousness	Wording, formality, relationship, finance, performance, exclusion.
Bargain	Each promise, return value, timing, existing duty, movement.
Changed position	Assumption, inducement, action/forbearance, detriment, relief.

TRAP → *One sympathetic fact may matter differently in each doctrine. Do not pour every fact into every element.*

FINAL ANSWER SCAN

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Parties named? · disputed character
stated? · authority force
identified? · adverse fact answered?
· conditional conclusion?
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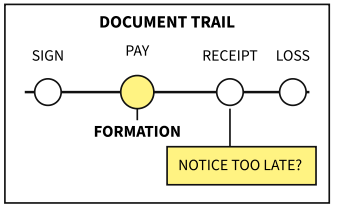
22 · Drill 4 – late exclusion notice

CH 4 WORKED EXAMPLE

Facts: A customer pays at a kiosk, then receives a receipt saying the operator accepts no responsibility for damage.



New: mark formation before asking whether an unsigned term arrived in time.

IRAC STEP	WORKED ANSWER
I	Did the receipt incorporate the exclusion clause, and if so does it reach this damage?
R/L	Unsigned terms require reasonable notice before or at formation; unusual or onerous provisions may need greater prominence.
A1	Payment appears to mark formation. A clause first disclosed on the later receipt is ordinarily too late.
A2	Earlier signage or a regular, consistent course of dealing could support another route; one isolated prior transaction usually does not.
C	Without earlier notice or another route, the exclusion is not incorporated; interpretation need not be reached. If incorporated, test words against obligation and loss.

FOUR CHECKS

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Formation time → notice/document
character → scope only if
incorporated → controls/remedy kept
distinct.
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23 · Incorporation routes

CH 4 · FAST CHECK

ROUTE	THRESHOLD
Signature	Signed contractual document strongly binds even unread; consider misrepresentation, document character and legal controls.
Unsigned notice	Reasonable steps before/at formation; prominence proportionate to surprise or burden.
Course of dealing	Regularity and consistency; compare forms and frequency.
Implication	Name route—fact, law, custom or statute—and apply its requirements.

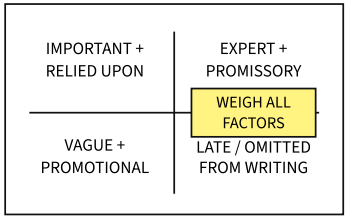
25 · Construction & implication

CH 4 · FINAL GATES

QUESTION	RULE/APPLICATION
Implied term?	Name source: fact, law, custom or statute. Necessity, certainty and consistency with express words matter; fairness alone is not the doorway.

24 · Statement classifier

CH 4 · BEFORE REMEDY



New: importance, expertise, wording, timing, reliance and final writing inform classification together.

CHARACTER	LEGAL JOB	CLUES
Term	Part of contractual obligation.	Promissory wording; importance made known; expertise; inclusion in final writing.
Representation	May induce agreement without becoming a promise.	Reliance/inducement, but weaker promissory force or omission from writing.
Opinion	Assessment rather than promised fact.	Qualification, wording and the speaker's expertise matter.
Puff	Too vague or promotional to carry obligation.	General praise without objective content.

No one factor automatically decides. Classification must come before the preferred remedy. One transaction can contain a sales statement inducing agreement and a written allocation of risk; analyse their legal characters separately.

26 · Last-minute recall

ALL FAQS · EXAM MORNING

PROMPT	ONE-LINE ANSWER
Ratio?	Necessary rule + material facts + issue decided.
Offer?	Definite final commitment; acceptance completes bargain.
Silence?	Not imposed acceptance; conduct may communicate assent.
Counter-offer?	Substituted terms ordinarily reject original.
Consideration?	Bargained-for sufficient value; adequacy not required.
Past act?	Ordinarily not value exchanged for later promise.
Unsigned term?	Reasonable notice before/at formation.
Onerous term?	More prominent notice may be required.
Course?	Regularity and consistency, not one isolated dealing.
Interpretation?	Words + whole document + objective context; no rewriting.

LAST LINE → *Name the fact that would change the answer. It proves you know why the rule bites.*