



0 • Exam map

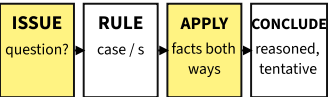
COURSE DATA + BRIEF

Reflective	Take-Home 30%	Final Examination 50%
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TASK	EXAM VALUE
Reflective Assessment	20%
Take-Home Assessment	30% · two IRAC problems: negligence + contract
Final Examination	50% · IRAC problems · Topics 1–12 except liquidation

PERMITTED MATERIALS — OFFICIAL WORDING
“the final exam is open book and only hard copy material is allowed” (BTF5955 Unit information, 2026)

★ Duration and sections: **confirm on Moodle**. Build every response as separate mini-IRACs; give the most space to Application.



IRAC skeleton (Topic 1 figure): one complete cycle per live issue.

1 • IRAC control strip

T1 · T13

MOVE	WHAT EARNS MARKS
I	Precise legal question, not a topic label.
R	Elements + source: ratio or statutory section; AGLC4.
A	Pin each element to operative facts; argue both ways; analogise/distinguish.
C	Short, qualified result and available remedy.

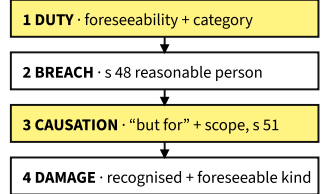
Precedent: a superior court’s ratio binds lower courts in the same hierarchy; obiter is persuasive. Valid statute prevails over inconsistent common law. Civil proof: balance of probabilities.

SOURCE / COURT MOVE	USE IN RULE
Statute	Start with ordinary text; avoid absurdity; prefer the purpose that best achieves the Act.
Case	Extract material facts + legal issue + ratio; use obiter only as persuasion.
Hierarchy	High Court apex; State Courts of Appeal/Supreme Courts above intermediate and lower courts; Federal Court handles federal matters.
Equity	Discretionary relief supplements common law: injunction, specific performance, rescission, rectification.

AGLC4 exam shorthand: identify the full authority once, then make every later reference do analytical work: “Unlike *Olley*, notice came before formation ...”.

2 • Negligence roadmap

T2



Negligence element chain (Topic 2 figure). Fail any gate → no liability.

DUTY → BREACH → CAUSE → DAMAGE

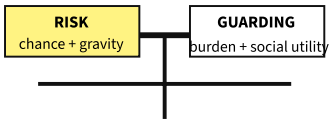
Duty: reasonable foreseeability plus salient features; established categories simplify it. *Donoghue v Stevenson* [1932] AC 562: neighbour principle; manufacturer–consumer anchor.

Breach: objective reasonable person. *Wyong Shire Council v Shirt*; **Wrongs Act 1958 (Vic) s 48**. Weigh probability and seriousness of harm against burden of precautions and social utility.

Causation: factual “but for” plus appropriate scope of liability, **s 51**. **Remoteness:** damage must be a reasonably foreseeable kind: *The Wagon Mound [No 1]*.

Defences: contributory negligence reduces damages by apportionment; volenti is complete but requires knowledge, understanding and free acceptance of the specific risk. P bears the four elements; D bears a defence.

DUTY SIGNAL	STARTING POINT
Sealed product	Manufacturer–consumer: <i>Donoghue</i> .
Visitor on premises	Established occupier–entrant category.
Driver / employer / professional	Established relationship; define foreseeable claimant and harm.
Novel duty	Foreseeability + salient features: vulnerability, control, proximity.

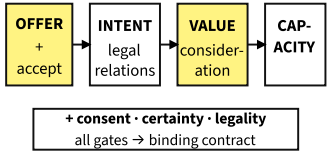


Reasonable person take precaution?
Breach calculus (Topic 2 figure): weigh, do not merely list, all four factors.

TRAP *Foreseeability appears at duty, breach and remoteness but does different work. Give each element its own application.*

3 • Contract formation

T3



Formation gates (Topic 3 figure). Test every element in order.

AGREEMENT

Offer = willingness to be bound on stated terms. Displays, adverts and website listings usually invite offers: *Pharmaceutical Society v Boots*. A clear unilateral promise can be an offer to the world: *Carhill v Carbolic Smoke Ball Co*.

Acceptance must mirror the offer and be communicated; silence ≠ acceptance. Counter-offer kills the original. Offer also ends by communicated revocation before acceptance, rejection, lapse or death. Postal exception: effective on posting where post is proper, *Adams v Lindsell*; instant communications on receipt.

OTHER GATES

Intention: commercial dealings presumed binding; social/domestic presumed not, rebuttable: *Balfour v Balfour*. **Consideration:** bargained-for benefit/detriment; sufficient not adequate; moves from promisee; past consideration is not good consideration. Existing duty generally insufficient: *Stilk v Myrick*.

Promissory estoppel: reliance + detriment + unconscionability may support relief despite missing consideration: *Waltons Stores v Maher*. Then test capacity, genuine consent, certainty and legality.

EXAM MOVE *Identify who made the offer. “I accept” cannot convert an invitation to treat into an offer.*

4 • Terms enter the deal

T4

ROUTE	RULE / AUTHORITY
Signature	Bound whether read or not, absent exception — <i>L'Estrange v Graucob</i> .
Notice	Reasonable notice before/at formation — <i>Olley v Marlborough Court</i> .
Dealing	Regular, consistent prior course between same parties.
Implied	Fact, law, custom or statute; ACL guarantees overlay.
Statement/puff?	Intention: timing, importance, special knowledge and writing.
Wholly written	Parol evidence cannot vary it; exceptions: collateral contract, rectification, ambiguity.

5 • Classify breach → remedy

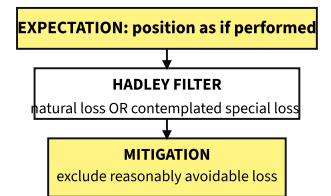
T4 · T5

CONDITION	WARRANTY	INTERMEDIATE
essential breach → end + damages	minor breach → damages only	actual effect serious? yes: terminate

Hongkong Fir: effect decides remedy
Term classification (Topic 4 figure): classification controls termination.

Exclusion clause: (1) prove incorporation; (2) construe whether it covers this loss; ambiguity runs against the relying party (*contra proferentem*); (3) check statute. ACL consumer guarantees are non-excludable.

Discharge: performance; agreement; serious breach; or narrow frustration (supervening no-fault event makes performance impossible or radically different, not merely harder/unprofitable). Anticipatory repudiation lets the innocent party affirm or accept and terminate.



Damages path (Topic 5 figure): measure first, then remoteness and mitigation.

6 • Enforcement checklist

T5

★ **Termination:** condition, serious breach of intermediate term, or repudiation. Warranty breach → damages only. Election matters: affirm or terminate.

★ **Damages:** expectation default; reliance alternative for wasted expenditure. *Hadley v Baxendale*: recover loss arising naturally, or special loss reasonably contemplated at formation because circumstances were known. P must mitigate; avoidable loss is unrecoverable.

★ **Fixed sum:** genuine pre-estimate enforceable; punishment out of proportion to loss is an unenforceable penalty.

★ **Equity:** specific performance / injunction only where damages inadequate; also rescission and rectification.

ANSWER ORDER *Right to terminate → measure → Hadley limb → mitigation → equitable alternative.*

8 • Consumer + privacy

T6

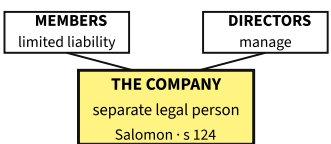
ACL s 18 IRAC: trade/commerce; misleading/deceptive or likely; and, for damages, causal loss. Test the objective overall impression on the ordinary target audience. Intent is irrelevant; buried fine print rarely cures a dominant claim. Remedies: injunction, damages and corrective orders, but no pecuniary penalty under s 18 itself.

Privacy: Privacy Act 1988 (Cth); 13 APPs govern collection, use/disclosure, security/quality and access/correction. Eligible serious-harm breach → affected individuals + OAIC under NDB.

TRAP *“Do not say “no intent, so no s 18.” Strict liability makes effect, audience and context decisive.*

9 • Entity + veil

T7



VEIL LIFTS NARROWLY: sham · agency · statute

Corporate veil (Topic 7 figure): separate personality is the rule; lifting is exceptional.

Salomon v Salomon & Co Ltd; **s 124**: company owns property, contracts, sues/is sued and continues independently. Members risk unpaid share amounts, not company debts. Veil lifting needs sham/facade, agency/alter ego or statute; genuine risk limitation is insufficient.

STRUCTURE	LIABILITY / CONTINUITY / CONTROL
Sole trader	No separate entity; unlimited liability; direct control.
Partnership	Partners generally jointly/severally liable; mutual agency; may dissolve on departure.
Trust	Trustee holds property for beneficiaries; analyse deed and trustee liability.
Company	Separate person; limited liability; perpetual succession; compliance cost.

10 • Company acts

T8

s 198A: board manages and exercises powers not reserved to members. Members cannot overrule day-to-day management by ordinary resolution; use special resolution to alter constitution or remove/replace directors. **s 140:** constitution + replaceable rules operate as statutory contract. Company capacity: **s 124**; execution: **s 127**.

11 • Members: decision + remedy

T9

QUESTION	RULE
Vote?	Ordinary: >50% cast. Special: ≥75%, s 9; e.g. constitution, s 136.
Call meeting?	Directors or members with ≥5% votes, s 249D.
Dividend?	s 254T: assets exceed liabilities sufficiently; fair/reasonable to members; no material creditor prejudice.
Who sues?	<i>Foss v Harbottle</i> : company is proper plaintiff for company wrong.
Company wrong?	Derivative action ss 236–237; leave: good faith, company’s best interests, serious question, notice.
Personal unfairness?	Oppression ss 232–233; objective commercial unfairness; wide orders, commonly buy-out.

Oppression: affairs/act/omission contrary to members’ interests as a whole, or oppressive, unfairly prejudicial or unfairly discriminatory. s 233 commonly supports a buy-out and permits wide relief. Derivative recovery goes to the company; oppression protects the member.

12 • Directors’ duty stack

T10 · T11

WHO? director · de facto · shadow · s 9
s 180 care/diligence + s 180(2) judgment rule
s 181 good faith · interests · purpose
ss 182–183 no misuse: position / info
s 588G prevent debt while insolvent · s 95A

Directors’ duties (Topics 10–11 figures): run every live section, not just the obvious one.

Care + purpose: s 180(1) objective standard: *Daniels v Anderson*; *ASIC v Cassimatis*. Section 180(2) needs good faith/proper purpose, no material interest, adequate information and rational belief. Section 181 catches a control-motivated share issue: *Howard Smith v Ampol*.

Misuse / debt: ss 182–184; add *Regal*, ss 191/195 and ss 208–210 for conflict. For s 588G use s 95A, then s 588H / s 588GA. Finish: ss 1317E/G/H, ss 206C–206E and general-law relief: *ASIC v Adler*.

13 • Distress path

T12

Receiver: secured creditor/court → charged assets → secured debt; reasonable care to obtain market value/best price, s 420A.

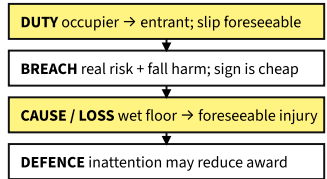
Administration: ss 436A/437A appointment + control/moratorium; s 439C outcome; s 435A continuation or better return.



A · Drill 1: café slip

T2 WORKED EXAMPLE · 8 MARKS

Facts: Priya buys coffee. Staff have just mopped near the counter; no sign or cordon. Carrying her cup and watching the counter, Priya slips, fractures her wrist and loses income.



Worked negligence chain: every arrow needs fact-specific reasoning.

ISSUE
Is the café liable in negligence, and does Priya’s inattention reduce damages?

Rule: occupier–entrant duty; breach by *Wyong* calculus and s 48; factual cause/scope under s 51; foreseeable kind of damage; contributory negligence.

Application: unmarked wet tiles create a real, serious fall risk; a sign/cordon is cheap and closure has little utility cost. But for the hazard she would not fall; injury and losses are foreseeable. Her inattention is modest against the hidden hazard.

Conclusion: all four elements likely met; damages may be reduced for contributory negligence, not defeated.

TIMING *The 8-mark split puts most marks in application; allocate time the same way.*

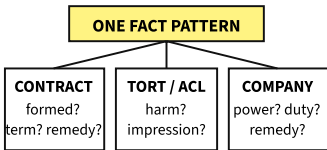
Negligence traps

FAST RECALL

WRONG MOVE	REPAIR
“Risk foreseeable, so liable.”	Still prove breach, causation and damage.
List s 48 factors.	Weigh each against the proposed precaution.
Merge cause/remoteness.	But-for + scope first; foreseeable kind second.

Cross-topic split

T13 FIGURE



Separate IRAC for each strand · time by marks

Cross-topic spotting (Topic 13 figure): segment before writing.

B · Drill 2: \$49 laptop

T3 WORKED EXAMPLE · 6 MARKS

Facts: GadgetHub accidentally lists a \$1,490 laptop online at \$49. Mia adds it to cart and emails “I accept”. Before confirmation, GadgetHub declines.



No seller acceptance → no agreement
Offer classifier (Topic 3 figure): first identify which communication can bind.

ISSUE
Was the listing an offer Mia accepted, or an invitation to treat?

Rule: displays/listings normally invite offers, *Boots*; buyer makes offer; seller may accept/decline. Acceptance must be mirror-image and communicated. A clear reward may be unilateral, *Carilli*.

Application: ordinary website price resembles display, not a promise to everyone. Mia’s email is therefore an offer to buy at \$49. GadgetHub sent no confirmation or other acceptance before declining. No words/acts create a Carilli-style unilateral promise.

Conclusion: no agreement and no binding contract; Mia cannot compel the \$49 sale.

COUNTERFACTUAL *If the listing contained a clear commitment and mode of acceptance, test its exact language; do not assume all adverts are invitations.*

Formation + terms traps

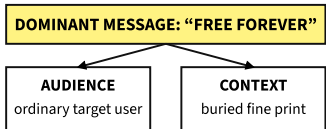
T3 · T4

TRIGGER FACT	IMMEDIATE MOVE
Changed “acceptance”	Counter-offer; original destroyed.
Letter acceptance	Ask whether post proper → posting rule.
Signed document	<i>L’Estrange</i> ; bound unread, absent exception.
Receipt/room notice after payment	<i>Olley</i> ; too late to incorporate.
Ambiguous exclusion	Construe against relying party; then ACL overlay.
Reward promise	May be an offer to the world; acceptance by performance — <i>Carilli</i> .
Revocation	Effective only if communicated before acceptance.
Silence	Not acceptance; look for communicated assent.
Act already done	Past consideration is not good consideration.
Same existing duty	Generally insufficient consideration — <i>Stilk v Myrick</i> ; test estoppel separately.

C · Drill 3: “Free forever”

T6 WORKED EXAMPLE · 6 MARKS

Facts: app headline says “Free forever — no charges, ever.” After 30 days it auto-charges unless cancelled; this appears only in fine print several screens deep.



Overall impression misleads; intent irrelevant
s 18 lens (Topic 6 figure): dominant impression beats obscure qualification.

ISSUE
Did the marketing contravene ACL s 18?

Rule: a person must not, in trade or commerce, engage in conduct misleading/deceptive or likely to mislead/deceive. Strict and objective; assess overall impression on ordinary/reasonable audience. For damages, show causal loss.

Application: public marketing is trade/commerce.

“Free forever” tells an ordinary user no charge will arise; automatic monthly charging contradicts it. Deep fine print does not neutralise the headline. Intent does not matter.

Conclusion: s 18 likely contravened; injunction, corrective order and damages may be available. No pecuniary penalty under s 18 itself; examine s 29 for a listed false representation and penalties.

ACL + privacy quick matrix

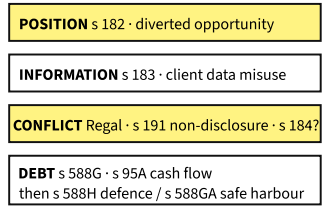
T6

FACT	ROUTE
General misleading impression	s 18; strict; objective audience.
False price, quality, testimonial, approval	s 29; specific representation; penalty.
Special disadvantage / pressure	ss 20–22 unconscionability.
Defective consumer goods	s 54 acceptable quality; non-excludable.
Poor consumer services	s 60 due care/skill; non-excludable.
Personal-data lifecycle	13 APPs; Privacy Act; OAIC.
Eligible serious-harm breach	NDB: affected individuals + OAIC.
Unfair standard-form term	ss 23–28: void if significant imbalance, no reasonable necessity to protect legitimate interests, and detriment.
Fitness for disclosed purpose	s 55; automatic, non-excludable guarantee.

D · Drill 4: director diverts deal

T11 WORKED EXAMPLE · 8 MARKS

Facts: Nadia, Harbour Logistics director, uses client information to divert a contract to a competitor she part-owns, tells nobody, then incurs new supplier debt despite reasonable grounds to suspect Harbour cannot pay existing debts when due.



Layered duty analysis (Topic 11 figure): one fact pattern can trigger four routes.

ISSUE
Which misuse, conflict and insolvent-trading duties are breached, and what follows?

Rule/Application: Nadia uses office (s 182) and office-derived information (s 183) to benefit herself/another and harm Harbour. Secret part-ownership creates a no-conflict/no-profit breach (*Regal (Hastings)*) and material-interest disclosure issue (s 191); dishonesty may engage s 184.

New supplier debt is incurred while Harbour cannot meet existing debts when due (s 95A), with reasonable grounds to suspect insolvency. As director she likely breaches s 588G absent s 588H or s 588GA.

Conclusion: likely breaches ss 182, 183, 191 and 588G; possibly s 184. State consequences: ss 1317E/G/H declaration, penalty and compensation; ss 206C–206E disqualification; account of profits.

DO NOT STOP after identifying conflict. Run insolvency separately and finish with remedies/consequences.

s 180(2) four-limb test

T10

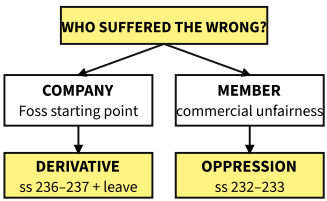
LIMB	FACT QUESTION
Good faith / proper purpose	Was judgment honestly for its conferred purpose?
No material interest	Any personal stake in subject matter?
Informed	Information reasonably believed appropriate?
Rational belief	Believed company’s best interests, rationally?

All four are cumulative and protect only s 180 business judgments, not conflict duties.

A decision to take or not take action on business operations is the threshold judgment. If uninformed or personally interested, identify the failed limb; do not merely announce that the safe harbour fails.

E · Shareholder grievance selector

T9



Members’ remedies (Topic 9 figure): classify the wrong before choosing relief.

Mini-drill: Raj (70%) controls the board and pays himself large “consulting fees” absorbing all profit for three years; Nadia (30%, non-worker) receives no dividends. **I:** objective commercial unfairness to minority? **R:** s 232; wide s 233 orders. **A:** fee stream diverts return to controller and excludes minority; excessive/device facts matter. **C:** strong oppression claim; likely fair-value buy-out, with injunction/dividend-related orders possible.

If directors misappropriate company property, the loss is the company’s: start at *Foss* and seek leave for derivative action. Ask whose pocket suffered and who receives recovery.

F · Company-law issue order

T7–T12

FACT SIGNAL	RUN THIS FIRST
“Pty Ltd owes”	<i>Salomon</i> + s 124; separate person.
Shell defeats old creditor	<i>Veil</i> : facade/sham/evasion exception.
Members direct supplier choice	s 198A board power; resolution ineffective.
Outsider + internal defect	ss 128–129; then s 128(4) knowledge/suspicion.
Dividend approved	All three s 254T limbs.
Share issue changes control	s 181 + <i>Howard Smith</i> ; also s 180/BJR.
Secret opportunity/info	ss 182–184 + <i>Regal</i> + s 191.
Unpaid debts + new credit	s 95A → s 588G → s 588H / s 588GA.

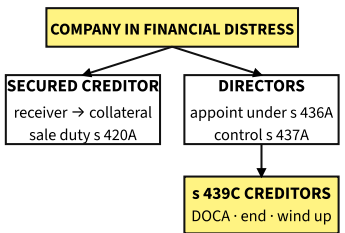
Authority pairings

ONE-LINE RATIOS

Donoghue neighbour/duty · *Wyong* breach calculus · *Wagon Mound* foreseeable-kind remoteness · *Boots* invitation · *Carilli* unilateral offer · *Olley* notice in time · *Hongkong Fir* intermediate-term seriousness · *Hadley* contract remoteness · *Salomon* separate entity · *Howard Smith* proper purpose · *Regal* no-profit · *Adler* duty breach/consequences.

G · Distress decision path

T12 FIGURE



External administration (Topic 12 figures): process follows appointor and objective.

AXIS	RECEIVER	ADMINISTRATOR
Driver	Secured creditor / court	Usually board, s 436A
Focus	Charged property; secured debt	Whole company; creditors collectively
Object	Realise collateral; s 420A sale care	s 435A continuation or better return
Control	Charged assets	Full control, s 437A + moratorium
End point	Debt recovery / realisation	s 439C: DOCA, end, or wind up

Scope guard: use liquidation only as the comparator embedded in s 435A / s 439C; do not work liquidation mechanics in the final.

H · Last five-minute audit

T13

- Every Issue is a question; every Rule names a case/section.
- Every element has a fact; every adverse fact is answered.
- Authority is used for a proposition, not name-dropped.
- Conclusion is qualified and states remedy/consequence.
- Check onus: claimant/regulator proves breach; director/defendant proves applicable defence.
- Use AGLC4; keep case and Act names exact.
- Hard-copy index tabs: negligence · formation · terms/remedies · ACL/privacy · entity/governance · members · duties · distress.
- Stop when allocated time expires; move in proportion to marks.

Answer finish

T13

Rule accuracy: distinguish the element, its source and its legal consequence. **Application:** pair each proposition with a fact, test the opposing inference, and explain why one is stronger. **Conclusion:** state likelihood, remedy and any reduction, discretion, defence or procedural leave.