LAW2102 Contract B

LAW · MONASH UNIVERSITY · SECOND-YEAR LLB

Full guide + ask Sia about LAW2102

SIDE 1/2 · ISSUE → RULE + AUTHORITY → APPLICATION → CONCLUSION · OPEN-BOOK EXAM SHEET · S2 2026 · problem-question roadmap

0 · Exam Map

COURSE.JSON · BRIEF

Written 25 | Q 15 | FINAL 60

Written assignment (collaborative group) 25% · Multiple-choice quiz 15% · Final examination 60%.

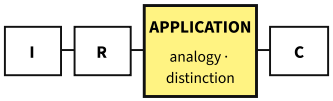
"The exam will be open book and will contain problem questions (requiring the provision of advice in relation to hypothetical fact scenarios) or as otherwise informed by the Chief Examiner." *(LAW2102 Assessments page, 2026)*

Final coverage: the whole Reading Guide except the international content, which is quiz-only.

FINAL REWARDS	DO IN ANSWER
Issue breadth	Run the whole domestic doctrine spine; note live alternatives.
Precise rule	Test + case keyword or ACL section.
Application	Fact → element; analogise, distinguish, counter-argue.
Advice	Tentative but clear; flag missing decisive facts.

1 · IRAC That Scores

CH 1



facts → elements get most ink

Guide IRAC pipeline redrawn: application, not case narration, carries the answer.

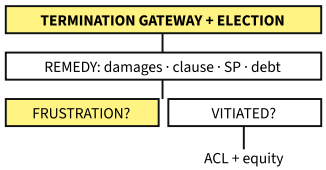
DROP-IN ANSWER FRAME

```
I — Whether [conduct] satisfies
[doctrine/element].
R — [test] ([case]) / [section].
A — Here, [fact] supports [element]
because… Unlike [case/other
reading]… Counter: …
C — Therefore, likely
[right/remedy], subject to
[uncertainty].
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MISSING FACT → *Never invent it. Name it, then state how each possible answer changes the advice.*

1b · Whole-Problem Spine

CH 1

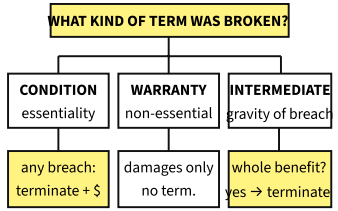


Master spine redrawn from the guide: issue-spot top to bottom on common facts.

2 · Termination Gateway

CH 2 · TOPICS 1–2

By agreement: apply an express termination clause on its terms, or identify a later contract discharging the first. If relying on breach, classify the term before naming the remedy.



Guide termination tree redrawn: classification determines the available response.

ROUTE	TEST + AUTHORITY	CONSEQUENCE
Condition	Would promisee not contract without strict/substantial performance? *Bancks; Luna Park.*	Any breach → terminate + damages.
Warranty	Non-essential promise.	Damages only.
Intermediate	Lost substantially the whole benefit? *Hong Kong Fir; Koompahtoo.*	Yes → terminate; no → damages.

CONSTRUCTION TRAPS

- A contractual label is not decisive; construe the whole instrument and avoid an unreasonable trivial-breach result (*Schuler; Ankar*).
- If condition status is uncertain, argue the intermediate-term route in the alternative.
- Do not import delay doctrine here: lateness needs an essential-time hook or a notice to complete.

EXAM MOVE → *Put both classifications to work: "If not a condition, repeated breach nevertheless deprived X of substantially the whole benefit because…"*

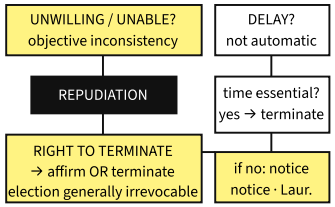
CASE-KEYWORD DEPLOYMENT

Bancks	Promise went to the root; strict/substantial performance secured entry.
Luna Park	Essentiality stated from the promisee's contracting position.
Schuler	Label "condition" yields to whole-contract construction.
Hong Kong Fir	Consequences of breach determine intermediate-term termination.
Koompahtoo	High Court adoption of the serious-breach approach.

3 · Repudiation & Delay

CH 3 · TOPICS 3–4

Repudiation is objective conduct evincing unwillingness or inability to perform, or willingness to perform only in a manner substantially inconsistent with the contract (*Carr v Berriman; Shevill*). A clear pre-performance renunciation is anticipatory breach (*Foran v Wight*) and immediately raises an election.



Guide repudiation flow redrawn: delay joins the same gateway only after its hook.

FACT PATTERN	ASK
"Will not / cannot perform"	Clear renunciation? Reasonable-person view?
Wrong interpretation	Honest arguable reading, or insistence on fundamentally inconsistent performance?
Late performance	Was time essential expressly, impliedly or by nature?
Time not essential	Was a reasonable final deadline fixed by valid notice? *Laurinda.*

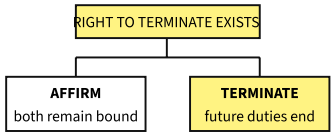
TRAP → *Mere delay is not automatically repudiatory. If time was not essential, the safe advice is usually to serve a notice to complete.*

REPUDIATION APPLICATION

Quote the decisive conduct and characterise it objectively. Negotiation or an honest arguable interpretation may fall short; final refusal, inability or insistence on fundamentally inconsistent performance may qualify. For anticipatory renunciation, explain why no waiting is required.

4 · Election Pivot

CH 4 · TOPICS 6–7



Guide election fork redrawn: accrued rights survive prospective termination.

Election is generally irrevocable once communicated or manifested. Affirmation with knowledge may remove the right on that breach. Termination is prospective, not rescission ab initio: debts already due and damages for breach survive.

4b · Restrictions on Terminating

CH 4 · ALLIANZ 2022

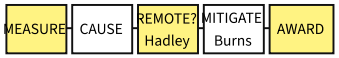
RESTRICTION	FACT-TO-ELEMENT MOVE
Election / affirmation	Knowledge + unequivocal words/conduct treating contract as continuing.
Readiness & willingness	Could the terminating party perform its own obligations?
Estoppel	Representation, reliance, detriment.
Waiver	Right given up by election or inconsistent conduct.
Relief against forfeiture	Would strict loss of rights be unconscionable?
Good faith	How was the contractual power exercised?

Allianz v Delor Vue (2022) is the modern anchor for keeping election, waiver and estoppel analytically distinct. A reservation of rights or fresh breach may answer an affirmation argument.

5 · Damages Gauntlet

CH 5 · TOPIC 8

RUN EACH HEAD OF LOSS SEPARATELY



Robinson → Alexander → Hadley → Burns

Guide damages gauntlet redrawn: one failed filter cuts that head of loss.

Compensatory principle: place the innocent party, so far as money can, in the position as if performed (*Robinson v Harman; Amann*); compensate, do not punish.

MEASURE	WHEN / RULE
Expectation	Default loss of bargain: difference in value or reasonable cost of cure (*Tabcorp*).
Reliance	Alternative wasted expenditure where expected profit is unprovable. If breach created uncertainty, infer recoupment unless defendant rebuts: "fair wind, not a free ride" (*Cessnock 2024*).

HADLEY REMOTENESS

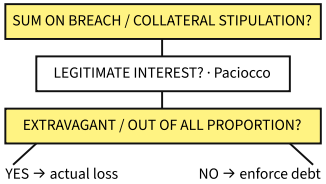
```
Limb 1 — loss arises naturally in
the ordinary course.
Limb 2 — special loss was within
both parties' reasonable
contemplation at contract time as a
serious possibility.
```

Causation: common-sense causal link; independent event may break it (*Alexander*). **Mitigation:** reasonable steps; no avoidable loss, but reasonable mitigation cost is recoverable (*Burns; British Westinghouse*).

Non-pecuniary: generally unavailable; recognised enjoyment/peace-of-mind class (*Baltic Shipping*). Psychiatric injury is recoverable subject to remoteness (*Elisha 2024*).

6 · Fixed Sum or Penalty?

CH 6 · TOPIC 9



Guide penalty flow redrawn: protectable interest and proportionality control the clause.

Andrews v ANZ: the doctrine can reach a collateral stipulation even absent breach. The contract's label is not conclusive. If penalty, stipulated amount is unenforceable beyond actual loss; fall back to ordinary *Robinson v Harman* damages.

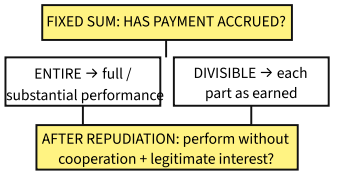
6b · Specific Performance

CH 6 · TOPIC 10

GATE	QUESTION
1 · Inadequacy	Would damages fail? Land presumptively unique; goods with no market substitute.
2 · Discretion	Constant supervision? Personal services? Hardship? Mutuality/clean hands? Plaintiff ready and willing?
Result	Pass both → court may order performance; otherwise damages.

7 · Action for Debt

CH 7 · TOPIC 11



Guide debt tree redrawn: accrual, cooperation and legitimate interest are separate gates.

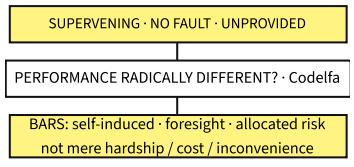
Debt advantage: fixed sum, no proof of loss, no mitigation. Substantial performance may permit the price less defects. Affirm-and-sue requires performance without the repudiator's cooperation and a legitimate interest (*White & Carter*); without it, terminate and claim mitigated damages (*Clea Shipping / The Alaskan Trader*).

Accrual first: an entire obligation ordinarily requires complete performance before price; a divisible obligation creates severable debts as each part is earned. Keep this anterior to the affirmation question.

DO NOT MERGE → *Liquidated damages can be a debt if valid; ordinary damages remain subject to proof, causation, remoteness and mitigation.*

8 · Frustration

CH 8 · TOPIC 13



Guide frustration map redrawn: precise event, category, limitations, consequence.

Categories: destruction of subject matter (*Taylor v Caldwell*); disappearance of foundation (*Krell v Henry*); loss of essential state of affairs; illegality; excessive delay. Always return to *Codelfa; Davis Contractors*. Effect: automatic prospective discharge; Victorian ACLFTA adjusts pre-discharge money and valuable benefits.

9 · Vitiating Factors

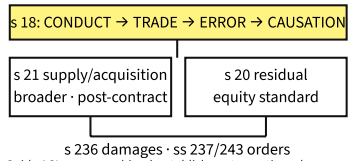
CH 9 · TOPICS 14–15

Duress: *Universe Tankships; Crescendo.* **Undue influence:** actual, or presumed from trust/confidence; stronger party rebuts with free independent act/advice (*Johnson v Buttress*). **Unconscionable dealing:** special disadvantage, known/ought known, unconscientious advantage (*Amadio; Blomley; Thorne v Kennedy*).

Rescission: ab initio; restitutio in integrum; substantial practical restoration can suffice (*Alati*). Test affirmation, delay, third-party rights, inability to restore (*Henjo*).

10 · ACL Endgame

CH 10-11 · SS 4, 18, 20-22



Guide ACL maps combined: establish contravention, choose track, finish on remedy.

s 18: strict liability; conduct includes silence/half-truth where disclosure expected and future representation without reasonable grounds (s 4). Identify audience and error (*Campomar; Butcher*) plus reliance/causation.

s 21: acceptable-commercial-behaviour standard (*Lux; Kobelt; Stubbings*); apply live s 22 factors. **Remedy:** s 236 loss "because of" contravention; ss 237/243 compensation, voiding, variation, refund or rescission-type order.

LAW2102 Contract B · Drills, Traps & Fast Recall

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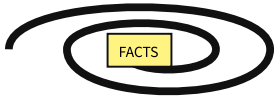
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SIDE 2/2 · 4 WORKED "ADVISE" DRILLS · COUNTER-ARGUMENTS · CASE KEYWORDS · TRAPS · IRAC UNDER TIME · S2 2026 · apply, do not recite

11 · Under-Time Answer Loop

CH 1 · PRACTICE

ISSUE — RULE



CONCLUSION — APPLICATION

New retrieval loop from the guide: keep circling each proposition back to a fact.

1. **Read instruction + parties.** "Advise X" means balanced advice, not advocacy.
2. **Run the spine.** Termination → election/restrictions → remedy → frustration/vitiation → ACL.
3. **Cluster by issue.** One mini-IRAC for each arguable doctrine; avoid a single global Rule section.
4. **Use marks to govern time.** Keep Issue/Rule compact; spend the largest share applying both readings; leave a clear conclusion.
5. **At the time check:** if case narration exceeds factual application, stop narrating and compare.

APPLICATION SENTENCE ENGINE

```
FOR claimant: [fact] satisfies [element] because… This resembles [authority keyword].
FOR respondent: unlike [authority], [distinguishing fact]…
WEIGH: stronger view is… because [decisive fact].
```

12 · Trap Detector

ALL CHAPTERS

IF YOU WRITE…	REPAIR IT
"Term says condition, so terminate."	Construal + *Schuler*; alternative intermediate analysis.
"Late, therefore repudiation."	Essential time or valid notice (*Laurinda*).
"Contract cancelled from start."	Termination prospective; rescission ab initio.
One damages total	Run every head through all filters.
"Open book, so search later."	One-line tests + tabbed decision routes now.

12b · Rule-to-Authority Sprint

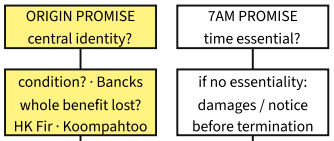
FAQ · CASE CANON

Essentiality	*Bancks; Luna Park*
Serious intermediate breach	*Hong Kong Fir; Koompahtoo*
Repudiation	*Carr; Shevill; Foran*
Election restrictions	*Allianz v Delor Vue*
Expectation	*Robinson; Amann; Tabcorp*

13 · Drill 1 – Northwind

CH 2 WE · 10 MARKS

Facts. Bean Bros promises monthly "single-origin Ethiopian arabica, delivered by 7am each Monday". For **three consecutive Mondays** it supplies a blend; **twice** it arrives at 9am. Advise Northwind on termination.



Worked route: separate the origin breach from the timing breach before concluding.

I · R

Issue: classify both promises and ask whether each breach carries termination. **Rule:** condition = essentiality (*Bancks; Luna Park*); contractual label not conclusive (*Schuler*); intermediate breach must deprive substantially the whole benefit (*Hong Kong Fir; Koompahtoo*). Time must be essential.

A · C

Origin: single-origin quality likely goes to the root because Northwind on-sells that identity. Thus condition; alternatively, three blended deliveries defeat the central benefit. Counter: if buyers cared only about usable coffee, loss may be reparable. **Time:** two 9am deliveries likely yield damages only unless the Monday-morning slot was expressly, impliedly or naturally essential.

CONCLUSION

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Northwind can probably terminate for the repeated origin breach and claim damages; lateness alone probably does not justify termination without essential time.
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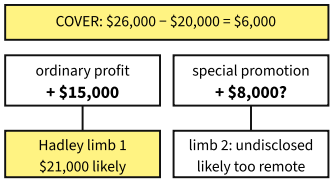
10-MARK SHAPE → *1 issue · 3 rule · 4 application · 2 application/conclusion in the guide example.*

FACT	WHY IT MATTERS
Quoted origin	Supports essentiality and commercial purpose.
Three repeats	Strengthens serious intermediate-breach alternative.
Two late arrivals	Not enough without an essential-time basis.
Customer use unknown	Missing fact may decide loss of whole benefit.
Contract label	Not decisive; construe the whole contract (*Schuler*).
Fallback route	If condition status is uncertain, argue serious intermediate breach under *Hong Kong Fir; Koompahtoo*.

14 · Drill 2 – Pieworks

CH 5 WE · 12 MARKS

Facts. Orchard fails to supply 1,000 trays for $20,000. Pieworks would have netted **$15,000** ordinary profit, buys substitutes for **$26,000**, and loses an undisclosed one-off **$8,000** promotion.



Worked quantum: ordinary cover and profit survive; undisclosed special loss likely does not.

I · R

Issue: measure and filters for each head. **Rule:** position as if performed (*Robinson; Amann*); causation (*Alexander*); Hadley limb 1 natural loss / limb 2 contemplated special loss; reasonable mitigation (*Burns*).

A · C — CARRY EVERY NUMBER

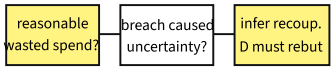
- **Cover:** $26,000 − $20,000 = **$6,000**; the substitute purchase both proves loss and shows mitigation.
- **Ordinary profit: $15,000** arises naturally; likely limb 1.
- **Promotion: $8,000** was not disclosed at contract time; likely fails limb 2. Counter: general supermarket knowledge may support contemplation of some special loss.

ANSWER

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Likely recovery = $6,000 + $15,000 = $21,000. The extra $8,000 likely fails remoteness.
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14b · Damages Filter Traps

CH 5



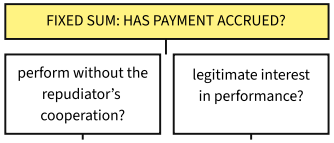
fair wind, not a free ride · Cessnock

Guide reliance logic redrawn: breach-created uncertainty shifts the evidential burden.

Expectation uncertain	Claim reliance as an alternative, not both for the same loss.
Special loss undisclosed	Likely fails Hadley limb 2.
Reasonable cover	Supports mitigation; reasonable cost recoverable.
Distress / injury	Use recognised class and remoteness: *Baltic; Elisha*.

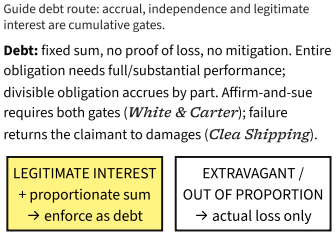
15 · Remedies Quick Routes

CH 5-7 · TOPICS 8-11



Guide debt route: accrual, independence and legitimate interest are cumulative gates.

Debt: fixed sum, no proof of loss, no mitigation. Entire obligation needs full/substantial performance; divisible obligation accrues by part. Affirm-and-sue requires both gates (*White & Carter*); failure returns the claimant to damages (*Clea Shipping*).



Guide penalty test redrawn around protected interest and proportionality.

DESIRED RESULT	ROUTE + CONTROL
Money for loss	Expectation/reliance → cause → remote → mitigate.
Agreed clause sum	Legitimate interest and proportionality; penalty falls back to actual loss.
Accrued price	Debt; check entire/divisible and affirm-and-sue gates.
Actual performance	Damages inadequate; then supervision, personal services, hardship, clean hands, readiness.

CLASSIFICATION → *Ask what is being claimed before choosing the test: compensation, a stipulated sum, an accrued price, or the promised performance itself.*

15b · Remedy Traps

CH 5-7

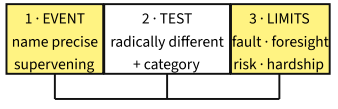
- A penalty finding does not erase ordinary damages.
- Debt and liquidated damages avoid proving precise loss only when the sum is valid and due.
- Specific performance is discretionary even where damages are inadequate.
- Affirmation keeps both parties bound and may leave performance risk with the innocent party.

Specific-performance answer: identify why substitution with money fails, then work every discretionary bar. Unique subject matter opens the gate; it does not compel the order.

Debt conclusion: state whether the sum has accrued and, if repudiation came first, which affirmation gate succeeds or fails; then identify the damages fallback.

16 · Frustration in 3 Moves

CH 8 · TOPIC 13



Victorian ACLFTA adjusts money + benefits

Guide frustration route redrawn: event → radical difference/category → limitations.

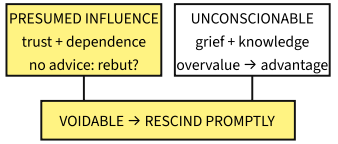
CATEGORY	AUTHORITY / EXAM DISTINCTION
Destruction	*Taylor v Caldwell*; specific essential thing destroyed.
Foundation disappears	*Krell v Henry*; common basis gone.
Illegality / essential state / delay	Still prove radical difference.
Mere hardship	Cost, inconvenience or ordinary delay is insufficient (*Davis Contractors*).

Pinpoint the event. Then ask whether contract language allocated it. Self-induced events, foreseeability/provision and mere hardship defeat the doctrine. A frustrated contract has ended, so a later supposed threat to breach it cannot support duress.

17 · Drill 3 – Hale

CH 9 WE · 14 MARKS

Facts. Elderly, recently bereaved Hale relies on mentor Quill for all decisions. Quill sells Hale Quill's struggling shop well above value; no independent advice. Months later Hale wants out.



Worked overlap: run undue influence and unconscionable dealing in parallel.

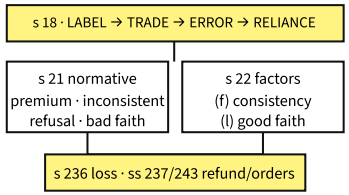
Influence: trust/confidence shifts onus; no independent advice hinders rebuttal (*Johnson*). **Dealing:** bereavement/dependence = special disadvantage; Quill knew and took advantage through inflated sale (*Amadio; Thorne*). **Remedy:** strong claims; contract voidable. Rescind promptly; substantial restoration (*Alati*), subject to delay, affirmation, third-party rights and inability to restore (*Henjo*).

14-MARK SHAPE → *2 issue · 4 rule · 5 application · 3 conclusion in the guide example; the parallel branches earn separate analysis before the remedy converges.*

18 · Drill 4 – ACL Tea

CH 10–11 WE · 12 + 12

Facts. Verde sells retailer Kettle imported tea labelled "100% Australian-grown". Kettle relies, buys at a premium, customers return stock; Verde sold genuine local tea to other clients and refuses a refund. Some tea is on-sold.



Worked ACL route: s 18 establishes misleading conduct; s 21 and remedies extend the advice.

S 18

False provenance label is conduct in trade or commerce. Relevant audience—Kettle and downstream consumers—would be led into error; Kettle relied. Strict liability: intention irrelevant. No disclaimer appears to cure the message (*Butcher; Campomar*). Likely contravention.

S 21 + REMEDIES

Use s 21, not residual s 20: supply of goods; broader and post-contractual. Premium pricing, exploitation of reliance, inconsistent treatment (s 22(f)) and refusal to refund / lack of good faith (s 22(l)) may fall far outside acceptable commercial norms (*Lux; Kobelt; Stubbings*). Seek s 236 damages and ss 237/243 refund or compensatory/rescission-type orders. On-sold stock may limit full restoration (*Henjo*).

19 · Final Rapid Recall

GLOSSARY · FAQ

TRIGGER	RULE KEYWORD	AUTHORITY
Special loss	Known serious possibility?	*Hadley; Victoria Laundry*
Wasted spend	Fair wind; rebut recoupment	*Cessnock*
Penalty	Legitimate interest / proportion	*Paciocco; Andrews*
Frustration	Radically different; limits	*Codelfa*
Duress	Pressure · inducement · no alternative	*Universe; Crescendo*
Influence	Trust; onus; advice	*Johnson*
Unconscionable dealing	Disadvantage · knowledge · exploitation	*Amadio; Thorne*
s 18	Audience effect; no intent	*Butcher; Campomar*
s 21	Acceptable commercial norms	*Lux; Kobelt; Stubbings*