

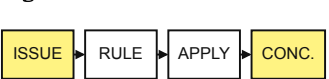


1 • Exam map

| COURSE.JSON · BRIEF        |     |                                                   |
|----------------------------|-----|---------------------------------------------------|
| 10                         | 10  | 80% exam                                          |
| ASSESSMENT                 | WT  | FORMAT                                            |
| Open-book canvas quiz 1    | 10% | 1-hour MCQ; August window                         |
| Open-book canvas quiz 2    | 10% | 1-hour MCQ; September window                      |
| Open-book exam (in-person) | 80% | 90 min writing + reading time; MCQ + short answer |

"The exam is open-book." (How is PBL assessed, BLAW10001 Semester 2 2026) · "in the final exam, it is only hard copy textbooks (not e-books) that may be used." (BLAW10001 prescribed textbook page)

2 • The answer engine



authority → element → fact → effect

Every paragraph must expose the bridge from authority to consequence.

**IRAC / I/LAC SENTENCE FRAME**  
I: whether [party/conduct] satisfies [legal test].  
R/L: [source] requires A + B, subject to C.  
A: fact X supports A because...; fact Y supports the rival view because...  
C: therefore likely [result], unless [missing fact].

| PASS        | WHAT TO WRITE                                                |
|-------------|--------------------------------------------------------------|
| 1· Story    | Parties, event, chronology, requested consequence.           |
| 2· Triggers | Convert facts into separate issues; do not retell.           |
| 3· Proof    | One proposition, every element, strongest counterargument.   |
| 4· Control  | Name uncertainty and the fact that would reverse the result. |

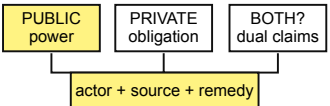
DOCTRINE ORDER PREVENTS CATEGORY ERRORS

Let the legal question set the sequence: **source before proposition; statutory wording before interpretive choice; hierarchy before analogy; formation before terms; classification before incorporation; liability before remedy**. If one commercial story raises several relationships, open a separate mini-IRAC for each. Keep claimant, defendant, source, trigger and consequence visible.

For a short answer, use the narrowest proposition that resolves the facts. For a longer problem, repeat the engine for each contested element. State the strongest competing characterisation in full, then explain which material fact makes one account better. Where a date, status, communication or relationship is missing, attach that uncertainty to the exact step it affects.

3 • Authority & classification

★ **Authority** is the first sentence, not an afterthought. Law creates, recognises and enforces standards through authorised institutions. Morality, custom, an industry code or commercial practice may explain behaviour, but none alone supplies a binding rule.  
Ask: **who made the standard, whom does it bind, how is it enforced, and does another source alter it?**



Classification is functional: identify the relationship before choosing doctrine.

| QUESTION | PUBLIC POWER                               | PRIVATE OBLIGATION                             |
|----------|--------------------------------------------|------------------------------------------------|
| Focus    | Creation/exercise of government power      | Relationships between persons or organisations |
| Start    | Actor, conferral of power, lawful exercise | Parties, promise/duty, breach                  |
| End      | Public enforcement                         | Private relief or no remedy                    |

A government body can be contracting privately; a private body exercising delegated authority can raise public-law concerns. A regulated sale may engage contract, consumer legislation and administrative enforcement simultaneously. **Give each claim its own parties, source, elements and consequence.**

FEDERALISM: COMPETENCE BEFORE CONFLICT



Overlap is not automatically inconsistency: establish competence, construe, compare operation.

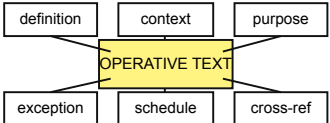
Identify the enacting parliament and constitutional basis. Then compare valid Commonwealth and state rules within their fields. Policy preference cannot repair a missing competence, interpretation or inconsistency step.

When Commonwealth and state schemes address the same transaction, keep three conclusions separate: each law's validity, the proper construction of each text, and whether their legal operation is inconsistent. Concurrent regulation can coexist. Compare what each rule commands, permits or prohibits; do not decide by which government seems more important.

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**TRAP → FIX** *An industry code is not binding by itself. Link it to legislation, contract or another source; then state the consequence: public enforcement, private relief or none.*

4 • Statutory reasoning

An Act is an **organised instrument**. Restore the operative provision to definitions, qualifications, exceptions, schedules, cross-references and commencement rules. Ordinary meaning starts the inquiry; surrounding provisions and the legislative problem supply context. Purpose chooses among meanings the text can bear; it cannot detach the answer from enacted words.



Do not quote a statutory fragment before rebuilding its architecture.

ELEMENTISE WITHOUT CHANGING THE TEXT

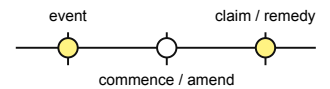
**PROVISION → PROOF MAP**  
Scope (person/status/territory) → conduct (statutory verb) → context or mental qualification → exception/defence → consequence.

| CONNECTOR | EFFECT ON TEST | APPLICATION MOVE                             |
|-----------|----------------|----------------------------------------------|
| and       | Cumulative     | Prove every limb separately.                 |
| or        | Alternative    | Identify the satisfied route.                |
| if        | Condition      | Show the trigger fact first.                 |
| unless    | Qualification  | Insert it where it operates, not at the end. |

Define technical terms before applying them. Keep the enacted rule distinct from headings and explanatory summaries. Use statutory verbs in issue and conclusion, but explain the reasoning in your own analytical sentences. **A case name never substitutes for an element.**

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**TRAP** *A literal statement may still create a misleading overall impression; separately test commercial context and misleading effect when those are the given statutory elements.*

TIME SELECTS THE APPLICABLE TEXT

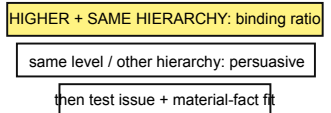


Fix event, version in force and transition; never manufacture a missing date.

Enactment, commencement and amendment may differ. The current text need not govern an earlier transaction. State the temporal assumption; a later change does not automatically control completed conduct.

5 • Precedent

Precedent turns on **vertical force** and **factual/legal fit**. A lower court generally follows a relevant ratio from a higher court in the same hierarchy. Same-level, other-hierarchy and foreign decisions may persuade. A highly authoritative case can be irrelevant if it decided a different issue; similarity alone cannot make persuasive reasoning binding.

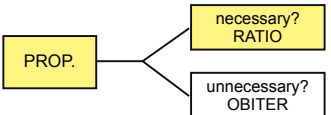


Authority answers force; the ratio and material facts answer fit.

**CASE EXTRACTION**  
issue → material facts → necessary proposition → orders. Mark unnecessary comments as obiter: potentially persuasive, not binding.

6 • Ratio, analogy, distinction

*Ratio decidendi* is the principle necessary to resolve the issue on material facts—not every judicial sentence or a broad moral. If the case would have been decided the same way without the proposition, it is probably unnecessary or too broad.



Label obiter honestly; its reasoning may persuade without binding.

**EARLIER CASE ↔ PRESENT FACTS**  
Shared material fact → supports analogy.  
**Changed fact** → ask whether it changes an element, policy or rationale.  
Doctrinal consequence → inside ratio / distinguished / background only.

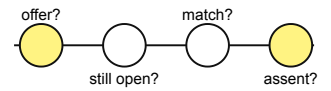
**A difference matters only if it alters legal reasoning.**  
Distinguishing changes application; overruling rejects the rule for future cases in the hierarchy. Build the strongest analogy and distinction, then connect the better account to the rule's reason.

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**CASE LINE** *Court relationship; precise issue; ratio at the needed level; shared fact; changed fact; effect on rule; conclusion.*

**Obiter weight.** Identify court level, reasoning and later treatment, then label the proposition persuasive. Check a proposed ratio against the orders and reasoning shared by deciding judges; never turn an unnecessary comment into the holding.

7 • Offer → acceptance

**Offer:** sufficiently definite terms objectively manifest willingness to be bound on acceptance. Test language, completeness, audience, control over quantity and whether further approval is contemplated. Advertisements, displays and requests for information often invite offers, but labels do not decide.



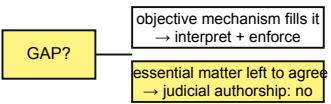
Place every communication and terminating event in chronological order.

| OFFER STATUS | TRIGGER                                                                 | EFFECT                       |
|--------------|-------------------------------------------------------------------------|------------------------------|
| Present?     | Definite commitment, no reserved approval                               | Capable of acceptance        |
| Ended?       | Effective revocation, rejection, counter-offer, lapse, failed condition | Power to accept removed      |
| Uncertain?   | Subject to approval / future negotiation                                | May be invitation, not offer |

**Acceptance:** objective, final assent corresponding to the offer. A changed term may be a counter-offer; a request for information may leave the offer alive. Method depends on the offer's requirements and circumstances. Ask whether a stated method was **required or merely suggested**.

Silence generally cannot be imposed as assent, although conduct or a course of dealing can communicate agreement. Performance matters when the offer invites acceptance by doing an act. Focus on what parties objectively conveyed, not private intent.  
-----  
**CHRONOLOGY CHECK** *Identify the first communication capable of immediate acceptance, then test every later event against the power to accept that remained.*

CERTAINTY & COMPLETENESS



Mechanisms may cure a gap; courts do not create the bargain.

Legislation, prior dealings, trade usage or an objective mechanism may supply missing detail. Name the obligation the court cannot ascertain and why context does or does not cure it.

-----  
**CERTAINTY TRAP** *Do not say "too uncertain". Name the obligation the court cannot ascertain; test prior dealings, trade usage or an objective mechanism; then distinguish interpretation from making a new bargain.*

8 • Terms & incorporation

Classify promises, representations and sales talk by objective context: **importance, timing, writing, speaker expertise and reliance**. Breach of term and false representation take different routes.

| FACTOR     | PULLS TOWARD TERM             | COUNTERPOINT                                 |
|------------|-------------------------------|----------------------------------------------|
| Importance | Recipient makes it decisive   | Loose promotional language                   |
| Timing     | Close to agreement            | Remote preliminary talk                      |
| Writing    | Included in agreement         | Omitted may weaken, not automatically decide |
| Expertise  | Speaker has special knowledge | Recipient better placed to judge             |
| Reliance   | Statement induces bargain     | No demonstrated reliance                     |

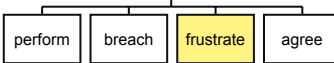


Only then address breach and remedy; one label cannot do all three jobs.

For a printed term, show signature, timely reasonable notice or established dealings. **Onerous terms need especially clear notice**. A post-payment exclusion raises incorporation separately from an earlier assurance.

9 • Exit & consequence

EVENT ALTERING PRIMARY DUTIES?



Choose the discharge route before discussing termination or remedy.

| ROUTE       | RULE                                                              | CONSEQUENCE                                              |
|-------------|-------------------------------------------------------------------|----------------------------------------------------------|
| Performance | Promised standard met                                             | Obligation discharged                                    |
| Breach      | Obligation unperformed                                            | Damages; if sufficiently serious, termination may follow |
| Frustration | Supervening, no-fault event makes performance radically different | Not mere expense or inconvenience; test risk allocation  |
| Agreement   | Parties vary/end on negotiated terms                              | Effect follows the agreement                             |

Valid termination ends future primary duties; accrued rights and claims may survive. Establish the right and election/communication. **Wrongful termination may itself be repudiatory**.

**TERMINATION AUDIT**  
event → allocated/foreseeable risk → seriousness → right to terminate → election/communication → future duties + accrued rights.



10 • Reading-time attack

STRATEGY + COURSE.JSON

STORY: parties · event · chronology

ISSUES: convert triggers into tests

WRITE: rule → fact → why → result

Read once for the commercial story; again for legal triggers.

**TIMING FORMULA**  
Writing rate = 90 minutes ÷ total marks printed on the paper.  
Question budget = question marks × writing rate.  
Use reading time to build the issue grid and source path; follow the live paper.

| MARGIN CODE | FUNCTION                                                             |
|-------------|----------------------------------------------------------------------|
| I           | Precise legal question; include statutory verb or doctrinal test.    |
| R / L       | Rule at correct authority; elements and qualification.               |
| A           | Material fact attached to each element, plus rival characterisation. |
| C           | Qualified legal consequence and fact that could change it.           |

**SHORT-ANSWER QUALITY CONTROL**

- State the **source** before fairness or commercial instinct.
- Keep distinct issues in distinct IRAC units: statute/contract; formation/terms; liability/remedy.
- Use a rule only as broad as the authority and facts support.
- Replace factual repetition with “this matters because...”.
- End with a result, not “this is an important issue”.

**BUILD A RETRIEVAL INDEX**

For each doctrine, index the legal question, elements, controlling source, a fact that usually satisfies each element, a fact that defeats it, and the available consequence. Keep one supporting and one limiting authority beside the element they explain. Search the facts first; open notes only after the trigger becomes an issue. A useful note answers *what must be proved and why this fact changes it*.

**OPEN-BOOK METHOD** *Retrieve by issue and element. Notes should shorten lookup; they cannot perform application for you.*

**MCQ ELIMINATION**

Before choosing, identify the tested step. Reject an option that skips authority, substitutes ordinary language for a statutory definition, confuses persuasive with binding material, assumes silence is assent, treats every changed fact as a distinction, or jumps from breach straight to termination.

11 • Drill: defined supplier

C2 WORKED EXAMPLE

**Facts.** A prohibition applies to a “supplier”; a separate definition excludes a person acting only as an employee. The defendant is called a supplier in ordinary conversation.

PROHIBITION: applies to “SUPPLIER”

DEFINITION: employee-only excluded

classify legal relationship

The defined term, not conversational usage, controls the first element.

**WORKED IRAC**

**I.** Is the person a “supplier” within the operative prohibition despite the employee exclusion?

**R.** Read the prohibition with its definition and exception; test the relevant person, relationship, conduct, time and territory. Ordinary meaning is a starting point only. Purpose can choose a textually available meaning, not erase the exclusion.

**A.** The everyday label supports neither legal status nor scope. Facts showing the person acted *only* as employee activate the exclusion. The opposing argument must identify conduct outside that role or another textual route; it cannot rely on the commercial label. Record the exception beside the status element.

**C.** On the stated facts the prohibition likely does not apply through the “supplier” route. **A fact showing an independent supplier capacity could reverse the analysis.**

**Variation.** If conduct spans an amendment, add a separate temporal IRAC: identify the material event, the version then in force and the transitional scheme. A new remedy or altered definition does not automatically govern completed conduct. If the problem omits the decisive date, state the assumption rather than inventing one.

| TRAP                    | REPAIR                                       |
|-------------------------|----------------------------------------------|
| Quote prohibition alone | Restore definition + exclusion.              |
| Purpose overrides words | Use purpose only within meanings text bears. |
| Exception at end        | Insert it at the element it qualifies.       |

**MARKER-VISIBLE MOVE** *Preserve “and/or/unless/if” when rewriting the provision as a checklist.*

**Sequence.** Show scope before conduct, mental or contextual qualification, employee exclusion, then consequence. Use statutory verbs in issue and conclusion: authority explains the test; facts decide if it is met.

12 • Drill: electronic precedent

C3 WORKED EXAMPLE

**Facts.** A trial court faces a recent appellate decision about acceptance through an electronic system. The present dispute invokes the same rule but a materially different mode of communication.

APPELLATE ratio

TRIAL COURT must respect ratio

difference alters element/rationale?

background only?

Hierarchy determines force; materiality determines whether the ratio applies.

**WORKED IRAC**

**I.** Is the appellate ratio binding and, if so, does the changed communication mode justify distinction?

**R.** A lower court generally follows a relevant ratio of a higher court in the same hierarchy. The ratio is the principle necessary to decide the issue on material facts. Distinction requires a changed fact that alters an element, policy or rationale; overruling is rejection of the rule by a superior court.

**A.** Appellate status supplies vertical force, not automatic factual fit. State the shared acceptance question and formulate the narrow ratio. Then explain how the new medium changes—or does not change—timing, receipt or manifestation of assent. If it changes none of those legally relevant features, it is background and the analogy remains stronger.

**C.** The trial court must respect the ratio; it may distinguish only through a reasoned link between the medium and the rule. **The decisive missing fact is how the system records or communicates assent.**

**Ratio check.** Reconstruct the issue, isolate the facts material to the reasoning and test whether the proposed principle was necessary to the orders. A judge’s comment about a different communication medium may guide later courts but remains obiter if the original dispute did not require it.

| WRONG MOVE                     | WHY                                       |
|--------------------------------|-------------------------------------------|
| “New technology, so different” | Difference not tied to element/rationale. |
| Call obiter binding            | Unnecessary comments are persuasive.      |
| List facts                     | No doctrinal consequence shown.           |

**Persuasive alternative.** If the medium affects no element or rationale, treat it as background and follow the analogy. If it changes receipt, timing or objective assent, explain that consequence before distinguishing. Use appellate comment about a medium only as obiter, weighted by reasoning, court level and later treatment.

13 • Drill: “provided Friday”

C4 WORKED EXAMPLE

**Facts.** A buyer replies, “Agreed, provided delivery moves to Friday.” The seller then ships for Friday without further words.

offer

terms A

“provided Friday”

counter-offer?

ships

assent?

Chronology reveals which communication supplies the operative terms.

**WORKED IRAC**

**I.** Did the buyer accept the original offer, or counter-offer terms later accepted by the seller’s conduct?

**R.** Acceptance must objectively and finally correspond to the offer and be communicated as required by method and circumstances. A changed term may be a counter-offer; a request for information may leave the offer alive. Conduct can communicate assent. Silence ordinarily cannot be imposed as acceptance.

**A.** “Provided” makes Friday a condition, so the reply is not unconditional assent to the original delivery term. It is stronger as a counter-offer than a mere inquiry. Shipping specifically for Friday objectively supports acceptance by conduct, but identify what the seller knew and whether dispatch objectively manifested agreement. Private intent is irrelevant.

**C.** A contract on the Friday terms is plausible when shipment objectively responds to that condition. **The conclusion changes if shipment was already required or did not communicate assent.**

**Certainty variation.** If the parties instead agree to buy “a reasonable quantity each month”, ask whether prior dealings give that phrase objective content. Contrast an agreement to fix price later without a formula: an essential matter may remain unresolved. Name the precise obligation the court cannot ascertain; do not merely call the bargain uncertain.

| CLASSIFICATION | LANGUAGE/EFFECT                                 |
|----------------|-------------------------------------------------|
| Acceptance     | Final, corresponding assent.                    |
| Counter-offer  | Introduces changed term; original not accepted. |
| Request        | Seeks information; may leave offer alive.       |
| Conduct        | Can assent if objectively responsive.           |

**EXAM MOVE** *Quote the words showing commitment or reservation, then connect them to objective meaning.*

**Method check.** Was a method required or merely suggested? Put the counter-offer and shipment on the timeline, then decide what the seller objectively conveyed. Private intent and silence cannot supply assent.

14 • Drill: promise + late docket

C5 WORKED EXAMPLE

**Facts.** A repairer assures a customer that a machine will process a stated volume, then hands over after payment a docket excluding all performance promises.

volume assurance

PAYMENT agreement?

exclusion docket

too late?

Classify the assurance and incorporate the exclusion as two separate questions.

**WORKED IRAC**

**I.** Was the volume assurance a term, and did the later docket incorporate an exclusion?

**R.** Objective context—importance, timing, writing, expertise and reliance—classifies the statement. Incorporation requires signature, reasonable notice at the right time, or an established course of dealing; onerous terms require especially clear notice. Interpretation of scope comes only after incorporation.

**A.** A specific performance assurance by the repairer, relied on before payment, points toward a term. The docket arrives after the apparent bargain; late notice weakens incorporation. Treating the oral promise as contractual does not itself decide whether the written exclusion entered the bargain, and vice versa. A prior established course of dealing would strengthen the repairer’s response.

**C.** The assurance may define performance while the late exclusion is not incorporated on stated facts. **A signed pre-payment document or established course of dealing could change the result.**

**Counterargument.** The repairer should address the same objective factors, not fairness: Was the statement precise or promotional? How close was it to agreement? Who had relevant expertise? Did the customer rely? If incorporation succeeds, only then construe whether “all performance promises” reaches the assurance.

| STAGE          | REQUIRED CONCLUSION                  |
|----------------|--------------------------------------|
| Classification | Term / representation / sales talk.  |
| Incorporation  | Signature, timely notice or course.  |
| Interpretation | Scope of incorporated words.         |
| Consequence    | Only now assess breach/remedy route. |

**Notice variation.** If the docket arrived before payment, ask whether it gave reasonable notice at that time. Signature or established dealings may incorporate it; an onerous exclusion needs especially clear notice. Only then construe its scope.

15 • Drill: unavailable venue

C5 COURSE WORKED EXAMPLE

**Facts.** After contract, a venue becomes legally unavailable. An alternative exists at greater cost. One party terminates immediately.

SUPERVENING EVENT · NO FAULT

radically different?

merely costlier?

frustration route

perform / breach risk

Test radical difference and risk allocation before electing termination.

**WORKED IRAC**

**I.** Did the event frustrate the contract, or make performance only less profitable; and was termination justified?

**R.** Frustration requires a supervening no-fault event making performance radically different. Mere expense or inconvenience is insufficient. Foreseeable or contractually allocated risk weakens the route. Breach may support damages and, if sufficiently serious, termination.

**A.** Legal unavailability supports supervening change. Ask whether the alternative preserves the promised performance or substitutes something fundamentally different. Greater cost alone is insufficient. Check allocated or foreseeable risk; immediate termination is unsafe until a right is established and communicated.

**C.** If the alternative keeps performance substantially the same, frustration is weak; wrongful termination may itself be repudiatory. If no genuine alternative exists and performance is radically different without allocated risk, frustration is stronger. **Do not assume termination erases accrued rights or remedial claims.**

16 • One-glance traps

C1–C5

| FAST BUT WRONG                | EXAM-SAFE CORRECTION                   |
|-------------------------------|----------------------------------------|
| Commercially fair ∴ legal     | Name recognised authority.             |
| Government party ∴ public law | Classify the function/relationship.    |
| Laws overlap ∴ invalid        | Competence → construe → inconsistency. |
| Current Act text governs      | Fix event, version, transition.        |
| Famous case ∴ binding         | Hierarchy + ratio + fit.               |
| Different fact ∴ distinguish  | Link difference to element/rationale.  |
| Detailed words ∴ offer        | Check present commitment/approval.     |
| Silence ∴ acceptance          | Seek objective communication/conduct.  |
| Written notice ∴ incorporated | Signature/timely notice/course.        |
| Breach ∴ termination          | Establish seriousness and right first. |