To learn the most from your experience of writing this essay, use the Performance, Evaluation, Adjustment (PEA) three-step self-assessment and improvement process when reviewing the model answer. This will enable you to maximize what you learn from writing this essay, and to improve both your essay-writing skills and your knowledge of the relevant substantive law.

You completed the Performance step when you wrote your essay. To help you with your Evaluation of your performance, find the score the essay received in the grading rubric (below) and note the description of why an essay would receive that score. The score tells you in general terms how the essay correlates to the expectations for the assignment. Note that when taken by themselves, some parts of the essay might be of higher or lower quality; the score received is the overall score for the essay taken as a whole.

Next, compare your answer to the model answer. In doing so, you must not merely look for what you got right or wrong. It is important for you to critically examine why you got things right or wrong. The issues that affected your performance this time will likely affect your next essay—unless you take steps to correct them.

This is the point of the Adjustments step, and the reason why we ask you to use the SELF-ASSESSMENT FORM that follows: to take what you have discovered during your evaluation and determine how to use it to improve on your next essay (or rewrite).

To be clear, you will need to self-assess for each IRAC in the essay—both the "big" IRACs that form the structure of the entire essay, and the "mini" IRACs that you used to develop the major points in your analysis within one of the big IRACs—so please make multiple copies of the form. Doing this will give you an understanding of what you need to do, on the level of detail needed to make the impact on your next essay. (Of course, once you identify corrective steps, you must then actually implement them, evaluate your next essay to see if they helped, and make further adjustments as needed.) If after completing this process you still have questions, please feel free to email me.
<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
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<tbody>
<tr>
<td>50</td>
<td>Essay identifies the subject area and makes some attempt at answering the question.</td>
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</table>
| 55    | Essay identifies at least one major issue.  
|       | Essay does not articulate most rules of law correctly.  
|       | Essay does not provide analysis.  
|       | Essay does not provide a conclusion. |
| 60    | Essay identifies some issues.  
|       | Essay articulates some rules of law correctly.  
|       | Essay attempts to provide analysis but merely repeats facts instead of explaining which facts meet which elements of the rules.  
|       | Essay does not provide a conclusion for each issue presented. |
| 65    | Essay identifies several but not all major issues.  
|       | Essay articulates most rules correctly.  
|       | Essay provides some analysis by explaining how some of the facts meet the elements of the rules but misses some important facts or inferences.  
|       | Essay provides conclusions that are not supported by the analysis for each issue. |
| 70    | Essay identifies all major issues.  
|       | Essay articulates all rules correctly.  
|       | Essay provides analysis by explaining how each fact meets each element of the rules.  
|       | Essay provides conclusions supported by the analysis for each issue. |
| 75    | Essay identifies all major issues.  
|       | Essay articulates all rules correctly.  
|       | Essay provides depth of analysis in explaining how each fact meets each element of the rules.  
|       | Essay provides conclusions supported by the analysis for each issue.  
|       | Essay is generally well-written. |
SELF-ASSESSMENT FORM

ISSUE: Did I identify and prioritize all key issues and frame each in the form of a question? If not, why not? (Select all that apply; note which are most important.)

___ I did not read the facts closely enough to notice that an issue was raised.
___ I did not understand the law so I did not see that the issue was raised.
___ I saw the issue but didn’t think it was important enough to discuss.
___ I saw the issue, but simply forgot to write about it.
___ I saw the issue, but didn’t have enough time to write about it.
___ Other __________________________

What can I do to improve my performance in this category in the future? (Be specific, such as: reviewing particular topics, doing practice problems, refining my outline of potential issues, taking the time to better organize my answer, etc.)

____________________________________________________________________________
____________________________________________________________________________

RULE: Did I succinctly and accurately state the rules of law relevant to the issues? If not, why not? (Select all that apply; note which are most important.)

___ I did not have the rule of law memorized.
___ I did not understand the elements of/exceptions to the applicable rule.
___ I did not understand the facts to see how they implicated the rule.
___ I knew and understood the rule, but simply forgot to write about it.
___ Other __________________________

What can I do to improve my performance in this category in the future?

____________________________________________________________________________
____________________________________________________________________________

ANALYSIS: Did I link each relevant fact to the element of law at issue? If not, why not? (Select all that apply; note which are most important.)

___ I did not read the facts closely enough to see how they related to an issue.
___ I did not understand the facts to see how they related to an issue.
___ I merely repeated the facts but did not go further to explain how the facts showed why an element of an issue was or wasn’t met.
___ I failed to identify and/or write about what each party might assert.
___ Other __________________________

What can I do to improve my performance in this category in the future?

____________________________________________________________________________
____________________________________________________________________________

CONCLUSION: Did my analysis lead to a clear, well-reasoned conclusion? If not, why not?

___ I did not provide a clear and concise conclusion for each issue.
___ My conclusion was not supported by my analysis.

What can I do to improve my performance in this category in the future?
Some other questions to consider in order to improve your answer for next time:

1. Did I organize my time well? Did I use my time appropriately to read the call of the question, read the fact pattern, organize my response, and write my answer?

2. Did I organize my answer well? Did I follow the road map I created?

3. Did I utilize the IRAC format? Did I use a separate IRAC format for each issue?

4. Did I make any grammatical mistakes? Typos? Misspelled words?
MODEL ANSWER FOR TIMED (SAME) CONTRACTS ESSAY 1 – MODULE 11

[NOTE TO STUDENTS: The model answer uses the boldfaced labels “ISSUE,” “RULE,” “ANALYSIS,” and “CONCLUSION” for illustrative purposes, to help highlight these aspects of the Model Answer for you. You should not include these boldfaced labels in your essay answers.]

[ISSUE]
Does Pete have an enforceable contract with Debbie? [Note that the Issue is framed as a question.]

[RULE – PART 1]
I. Applicable law. Since this contract involves rental services, the modern common law would apply to resolve any contractual issues between the parties. [The first part of any Contracts Rule needs to establish the controlling law. Not only does this have the potential to color many parts of the Analysis, it may even impact Part 2 of the Rule.]

[RULE – PART 2]
II. Contract Formation. Pete will have an enforceable contract with Debbie if the requirements for a valid contract are present: mutual assent, consideration, and an absence of defenses to formation.

[ANALYSIS]
A. Mutual Assent. To establish mutual assent, it must be shown that an offer was made and accepted.

1. Offer made? A valid offer exists if a party communicates to an identifiable party an intention to be bound to the terms of the offer. At common law, the terms of the offer must identify the parties, subject matter, quantity, and price, and must do so with sufficient definiteness. [The best way to handle determining whether there is a valid offer in an essay is to look at each communication in turn (beginning with the first communication – in this case, the June 1 ad), and determine whether it meets the requirements for a valid offer.]

a. The June 1 advertisement. The general rule is that an advertisement is not an offer but rather an invitation for an offer. Ads generally lack an express or implied promise to be bound to the terms in the ad and do not sufficiently demonstrate the advertiser’s intent to enter into the contract, and are not communicated to an identifiable offeree. Here, the June 1 ad did identify the subject matter (table and chair rentals) and price ($1 per day per table or chair rented). However, the ad placed by Debbie did not limit the number of possible offerees who could accept and it would be unreasonable for someone like Pete to assume that it created the power of acceptance in all who read the ad, given the publication (newspaper) where it was printed. Therefore, this advertisement was not an offer. [Since this is not a valid offer, the essay needed to look to the next communication (Pete’s statement to Debbie), and determine whether it was a valid offer.]
b. The June 3 exchange between Pete and Debbie.

i. Pete’s statement to Debbie. Pete called Debbie and told her that he was thinking of renting tables and chairs for 100 people. While price and subject matter were discussed, this communication does not evidence an intention to be bound. Pete stated that he was still unsure how many might attend the party, and said only that he thought he might need to rent tables and chairs. Therefore, this statement would not constitute an offer. [Since this is not a valid offer either, the essay needed to look to the next communication (Debbie’s reply), and determine whether it was a valid offer.]

ii. Debbie’s reply to Pete. Debbie told Pete that she was quite sure she could provide Pete with tables and chairs for 100 people. It would be reasonable to conclude that Debbie made a sufficient promise and adequately expressed intent to be bound to a contract with Pete. In turn, Pete had the power to bind Debbie by accepting the offer for table and chair rentals.

[NOTE: It could also be concluded that Debbie did not make an offer because she stated that she need to double-check inventory. A correct conclusion here is less important than making sure each of the statements made by Pete and Debbie were analyzed to determine whether they are legally sufficient to be an offer.]

2. Offer open? A revocation is statement or action by the offeror which manifests an intent that the offer no longer be open. The general rule is that an offer may be revoked by the offeror at any time until the offer has been accepted. Debbie placed an ad in the local newspaper on June 7 stating that Partyline was not accepting any further rental customers for the remainder of June. The question is whether this revocation is valid. While the means of revocation were done in the same fashion as the original advertisement, this would not be considered a valid revocation since the June 1 ad was not the initial offer. Since Debbie was aware (or should have been aware) that she had made a potentially valid offer to Pete, there must be direct notification to Pete to revoke it rather than just relying on the newspaper ad. Based on Pete being unaware of the advertisement, it would not serve as effective notice to revoke Debbie’s offer. [Note that the standard here is either actual knowledge (not present under these facts) or reasonably should have known. “Reasonably should have known” is based on the totality of the circumstances: to analyze it, ask whether a reasonable person, knowing what Pete knew, be aware of the newspaper ad?]

3. Offer accepted? An acceptance is a manifestation of intent by the offeree to be bound by the terms of the offer. Since it would appear that Debbie’s offer was still open, Pete had the ability to accept the offer during their June 12 telephone conversation. When Pete told Debbie that he was counting on her to supply the tables and chairs for his garden party, an acceptance appears to have occurred.
B. **Consideration.** Consideration is a bargained for exchange of acts or promises where both parties incur new legal detriment as a result of the contract. It would appear that both Pete and Debbie were seeking the performance of the other and each would incur a new legal detriment with Debbie supplying tables and chairs and Pete paying the associated rental fees. Therefore, it would appear that valid consideration exists to support a contract claim by Pete against Debbie.

C. **Defenses to enforcement.** Pete will not be deemed to have a valid contract with Debbie if there is a defense which prevents its enforcement. However, there would not appear to be a valid defense to enforcement. Even though the agreement between Pete and Debbie was oral, the contract does not fall within any of the provisions of the Statute of Frauds. [Discuss the Statute of Frauds in depth only where one of the triggers for the Statute’s potential applicability is present. In this case, none of the potential triggers (Marriage, Year, Land, Executor, Goods valued at $500 or more, or Surety) was present.]

[CONCLUSION]

D. Therefore, it appears that Pete has an enforceable contract with Debbie.