Concord University School of Law
Practice Essay

SOS -- Start on Skills

Instructions:

*These are the Instructions to take this SOS essay under "test-conditions." You may, however, take the essay any way that works for the group. You may set a 2 hour time-limit; you may set no time limit at all. You may even write the essay together, step-by-step, stopping to review whether IRAC has been properly followed.*

This is a timed practice, and you should take no more than *one hour* to complete this exercise. Set a timer and allow no interruptions. Before you write, be sure you have memorized all of your definitions and rule statements so that you can recite them in the appropriate place. Remember that you cannot demonstrate your best analysis unless you use the IRAC formula. If necessary, review IRAC before you begin to write.

This is *closed book* and designed to test your ability to recognize legally significant facts, to reproduce on paper the proper rule statements and definitions, and to apply the relevant facts to the elements of the rule in order accurately to predict the legal outcome. You will need these skills to do your best on your final exams as well as on the FYLSE, if you are required to take it.

The best practice is to write an outline or an "issues list" before you begin to write. Under no circumstances should you spend more than 5 or 6 minutes on this overview. Yet, under no circumstances should you ignore it. If you make an issues checklist before you begin, you can go back and check off the issues at the end. On the other hand, if you do not have a checklist, it is too easy to lose your way as your write and totally forget to include an issue you, in fact, actually identified. To lose points through inadvertent omission is a frustrating – and unnecessary – outcome.

*Getting Started:* Set a timer and write your outline or issues list. Then, write the essay itself. When the timer rings, stop, draw a line across the page – and *keep going* until completion. Note your *Total Time* clearly in parentheses for your reviewer. This will become an important diagnostic tool to help you improve your skills.

*Finally:*

1. Make and keep clean copies of this essay so you can practice rewriting it, especially if you find you cannot complete it in the required hour allotted. Candidly, you cannot practice writing too many essays. First, you will learn to think more rapidly, a real advantage on finals as well as on the FYLSE, if you are required to take it. Second, you will begin to recognize common and recurring fact patterns, another incalculable advantage, especially under time pressure. Certainly, if your time is running well over an hour, you should practice writing the same essay several times as your exams approach – until you can complete it in time.

2. When you receive your assessment back, pay attention to your weakest areas.
Do you need to work on memorizing the Rule Statements? Organizing? Applying the Facts? Stating a conclusion without being inconsistent or unsure? Does the structure of the essay wobble from Rule to Conclusion and back to the Issue? Are the facts analyzed before the Rule Statement if provided? Have you omitted the Rule Statement altogether?

Above all, remember that the tasks are familiar ones to all students everywhere. Hard work pays off. Cramming does not work. There are no short cuts to memorization.

Good luck.
On January 15, 1983, Jones agreed with Motors in a writing signed by both to supply Motors with 10,000 pounds of specifically described bolts each month, for a period of ten months, beginning March 1, 1983. The stated price was $.85 per pound. On February 1, 1983, Jones, in good faith, notified Motors that he could not afford to sell the bolts at the agreed price. He said he would charge $.90 per pound. Motors orally agreed to the increase in price to begin with the first installment.

In a written confirmation, signed only by Jones and delivered to Motors, Jones' secretary mistakenly typed the new price as "$0.91 per pound" rather than "$0.90 per pound". Motors received the confirmation but did not read it and did not reply to it.

Prior to March 1, 1983, Jones notified Motors that he would deliver no bolts because he had just contracted to sell his entire output to Ted at $1.10 per pound.

Despite diligent efforts, Motors was unable to buy bolts from a new supplier until May 1. The price charged by the new supplier was $1.00 per pound.

Because of the 60 day delay in obtaining a new source of supply, Motors was delayed in delivering motors to Electric, a company with which Motors had a contract that contained a valid liquidated damages clause providing for damages of $10,000 a day for delay in delivery of motors.

Although Jones knew that Motors sold motors, he did not know specifically, nor did he have reason to know, that Motors had a contract with Electric or that that contract contained a liquidated damages clause.

In a suit by Motors against Jones commenced on October 1, 1983, Motors prays for the following damages: $15,000, being the difference between the price paid by Motors ($1.00) and the original contract price ($.85) for 100,000 pounds;

In his answer to the complaint, Jones denies liability for damages, and contends that if he should be found liable under count 1, his liability would be limited to $9,000, being the difference between the price paid by Motors ($1.00) and the modified price in the written confirmation ($.91).

Was there a valid contract between Motors and Jones and assuming there was, what would be the proper price term? Discuss.