Lee Burgess: Welcome back to the Law School Toolbox podcast. Today, we are continuing a four-part "Quick Tips" series, in which we will complete a full legal writing makeover. Your Law School Toolbox hosts are Alison Monahan and Lee Burgess, that's me. We're here to demystify the law school and early legal career experience, so you'll be the best law student and lawyer you can be. We're the co-creators of the Law School Toolbox, the Bar Exam Toolbox, and the career-related website CareerDicta. Alison also runs The Girl's Guide to Law School. If you enjoy the show, please leave a review or rating on your favorite listening app, and check out our sister podcast, the Bar Exam Toolbox podcast. If you have any questions, don't hesitate to reach out to us. You can reach us via the contact form on LawSchoolToolBox.com, and we'd love to hear from you. And with that, let's get started.

Lee Burgess: This episode is the third part of our four-part series called "Legal Writing Makeover". In this series, we will take a poorly written piece of legal writing and transform it into legal writing A+, one section of IRAC at a time. Today we are focusing on the third part of IRAC – the "A", or analysis section. But before we jump into that, let's recap the situation. You are responding to a short-answer question on an exam that asks whether there is an enforceable contract against the buyer. The facts indicate that the buyer and seller agreed via phone that the seller would sell the buyer a boat for $400,000. However, after this phone conversation, the buyer sent a signed letter to the seller saying, "I have run into some financial difficulty and will not be able to honor our agreement to buy your boat for $400,000." The seller now wishes to enforce the contract against the buyer. The prompt asks: "Is there an enforceable contract against the buyer for the sale of the boat?"

Lee Burgess: Let's also recap the response to this question that could use a makeover. The response states: "The issue is whether there is a contract for the sale of the boat. The formation of a contract requires a mutual assent, which involves both a valid offer and acceptance, consideration or a bargained-for exchange involved, and a lack of any defenses to the formation of said contract. The UCC Article 2 is the presiding contract law concerning any sale of moveable goods. The UCC, likewise, has a statute of frauds provision, which requires that a contract concerning moveable goods of over $500 be written on paper in writing. Here, the buyer and seller had a conversation on May 1st, where they agreed to the sale of the boat for $400,000 and agreed that the seller would deliver the boat to the buyer's house on May 4th, which the buyer would then pay the purchase price. This agreement indicates a mutual assent and a consideration, and has no defenses to formation. However, because the boat is a moveable good over $500, therefore the statute of frauds requires the contract to be in writing. The buyer signed a letter and mailed it

to the seller, indicating he did not want to buy the boat. This letter satisfies the statute of frauds requirement and would be an enforceable contract against the buyer."

Lee Burgess: In the first episode of this series, we revisited our issue statement to a statement that identifies the specific issue that we must determine to answer the question in the prompt. In Episode 2, we added a preliminary mini-IRAC regarding what law governs this contract and revised our rule statement.

Lee Burgess: The first part of this answer simply states: "A preliminary issue is what law governs this contract. The UCC governs all contracts for the sale of goods. Goods are things that are movable at the time of formation. Here, the boat is a good, because it is a movable thing, and therefore the UCC governs this contract. The next issue is whether the buyer's letter to the seller is a sufficient writing to satisfy the statute of frauds and enforce the contract against the buyer. The formation of an enforceable contract requires mutual assent, consideration, and no defenses to formation. The statute of frauds is a defense to formation. Under the UCC statute of frauds, contracts for the sale of goods over $500 must be in a writing that, (1) is sufficient to show that a contract was made; (2) identifies the subject matter of the contract; (3) includes all essential terms, meaning a quantity term for the UCC; and (4) is signed by the party against whom enforcement is sought."

Lee Burgess: Now with that, let's turn to the next section of our IRAC – the "A", or analysis section. This section is your moneymaker. It is often the section in which you can earn the most points on a law school or bar exam. And here is the good news: Once you have a detailed correct rule statement, your analysis almost writes itself. All you have to do is walk through each part of your rule statement and use your facts to explain why that element is or is not satisfied here.

Lee Burgess: So, let's see how this works in practice, starting with the first two sentences of our current analysis: "Here, the buyer and seller had a conversation on May 1st, where they agreed to the sale of the boat for $400,000 and agreed that the seller would deliver the boat to buyer's house on May 4th, which the buyer would then pay the purchase price. This agreement indicates a mutual assent and consideration, and has no defenses to formation." The first sentence of this analysis restates facts that are relevant to establish formation. And the second sentence makes two correct conclusions and one incorrect conclusion. However, the analysis does not link the elements of contract formation to the fact that establishes each element. So let's break our conclusions about mutual assent and consideration into separate

sentences and link each to the specific fact that establishes each element:

Lee Burgess: "Here, mutual assent is satisfied because the buyer and seller agreed about the sale of the boat during the May 1st conversation. Consideration is also satisfied because the agreement is for the exchange of the boat from the seller for $400,000 from the buyer."

Lee Burgess: Notice how we walk through each element of our rule and link that element to the fact that establishes the element, using the word "because". Also, as noted in our last episode, mutual assent and consideration are easily established in this fact pattern. So we are able to address each of those elements in a single sentence. This gives us more time to focus on the major issue in this question – the statute of frauds. Regarding the statute of frauds, our current answer states: "However, because the boat is a moveable good over $500, therefore the statute of frauds requires the contract to be in writing. The buyer signed a letter and mailed it to the seller, indicating he did not want to buy the boat. This letter satisfies the statute of frauds requirement and would be an enforceable contract against the buyer."

Lee Burgess: The first sentence isn't transition sentence that explains why the statute of frauds applies. The second sentence is another summary of the facts relevant to determine whether the statute of frauds is satisfied. And the third sentence is another correct conclusion. However, again, this analysis fails to explain why that is the correct conclusion by linking each part of our rule to the fact that establishes that requirement. So, here's an example of how to do that:

Lee Burgess: "Regarding potential defenses to formation, the statute of frauds applies because this contract is for the sale of a good – the boat – for over $500. However, the buyer's signed letter to the seller may satisfy the statute of frauds writing requirements. First, the letter is sufficient to show that a contract was formed because it refers to the parties' agreement. The letter also identifies the subject matter of the contract as the agreement that the buyer would buy the boat for $400,000. Third, the letter contains the only essential term for a UCC contract – a quantity term – by referring to the seller's single "boat". Forth, the letter is signed by the party against whom enforcement is sought, because the buyer signed the letter and the seller is now trying to enforce the contract against the buyer."

Lee Burgess: Now, by linking the statute of frauds writing requirements to the factual detail that establishes each requirement, we added the "why" to our analysis. In other words, now our analysis explains why the buyer's letter satisfies the statute of frauds. This is the kind of analysis that professors and

bar graders love. This is how you can earn the most points on any exam, explaining why you reached your conclusion.

Lee Burgess: And that wraps up Part 3 of our "Legal Writing Makeover" series – how to fix your analysis section. We hope that this episode helps you understand how to write a high scoring analysis section by explaining why. In Part 4 of our "Legal Writing Makeover", we will finish this series by adding a final conclusion to our answer.

Lee Burgess: If you enjoyed this episode of the Law School Toolbox podcast, please take a second to leave a review and rating on your favorite listening app. We'd really appreciate it. And be sure to subscribe so you don't miss anything. If you have any questions or comments, please don't hesitate to reach out to myself or Alison at lee@lawschooltoolbox.com or alison@lawschooltoolbox.com. Or you can always contact us via our website contact form on LawSchoolToolBox.com. Thanks for listening, and we'll talk soon!

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