

How to Answer Law School Exam Questions

1. Read the *entire* question at least once completely, carefully watching for *who* the *parties* may be.
2. Remember, the facts generate the legal dispute; therefore, examine the question *sentence by sentence* to see what the *parties* actually *did* that had some impact on each other; *only* behavior by one party that impacts another party is relevant; make brief *notes* by each sentence highlighting the relevant facts.
3. Based on the relevant *facts*, make a short outline of the *issues* raised; remember, the *issues* arise only from *facts in dispute*; where the impact of what one party did to another party may be interpreted in different ways or is disagreed upon by the parties or suggests that some punishment is merited, there the *issue* arises.
4. Having made your *outline* of *issues*, begin rephrasing those interrogatories as statements; a *statement* should resolve the factual dispute in favor of *one* party; these *statements* should reflect the *legal principle* involved; if you have studied, once you phrase these *statements*, you should quickly see they reflect the sources of law you have been taught throughout the course; if the *statement*, i.e., the *legal principle*, does *not* seem familiar, you probably have not studied well -- nevertheless, since the *facts* in dispute *always* suggest the *issue* and the controlling *legal principle* is nothing more than the *issue* rephrased as a *statement of law*, answer the question with that *statement* even if you are not sure you recognize it: it is most likely correct; remember, as in the *short answer* to a *memorandum*, your answer should contain not only a *statement of law* but the *reasoning* as well.

NOTE: unless specifically stated otherwise, first year law school exam questions are geared not to have only one possible answer but to reflect several approaches; therefore, any *issues* you identify should be answered by at least *two statements of law* reflecting one legal principle in favor of each of the two parties.

5. After having briefly sketched out what the *statements of law* are, i.e., what are the controlling *legal principles* that may answer in favor of both parties alternatively, begin writing your answer; the *answer* should be composed exactly as if you are writing the *discussion* of a *memorandum*, i.e., begin with an introductory sentence identifying the *issue*; follow with a sentence that introduces the *controlling source of law*; then proceed to introduce *only* the *relevant facts* that create the dispute – *Do not repeat* the *facts* entirely!!! -- discuss the relevant facts within the context of the legal principles involved; introduce your relevant facts, then offer the two alternative *statements of law* that would resolve the dispute either way; complete your answer with what would be your *conclusion* in a *memorandum*.

Sample analysis

Question:

Prince Charming finds a glass slipper on the sidewalk in front of his Palace. Unknown to him, the slipper's owner, Cinderella, is offering a \$1,000 reward for the slipper's return. Charming goes house to house, looking for the slipper's owner, until he finds Cinderella and gives her the slipper. Does Cinderella owe him the \$1,000?

Answer:

1. Parties -- Prince Charming, finder [p] v. Cinderella, owner [d]
2. Sentence 1, p finds d's lost item;
Sentence 2, d, owner, offers reward w/out p's knowing;
Sentence 3, p returns item to d, owner.
Sentence 4, does p's ignorance mean d does not have to pay?
3. Issue -- whether an owner owes an offered reward to a person who returns a lost item ignorant of the reward.
4. Statements of Law --
 - [a] for Prince Charming: An owner owes an offered reward to the person who returns a lost item even though such person is ignorant of the reward because [... here you put your legal reasoning, which you should know from studying].
 - [b] for Cinderella: An owner does not owe an offered reward to the person who returns a lost item where such person is ignorant of the reward because [... legal reasoning].

What if you have not studied well or have forgotten the legal reasoning from your studies? In that case, both Statements of Law should be included anyway and you will have to supply the reasoning on the basis of what seems *just* or *right* to you in relation to *both parties*. For example:

- [a] why should the Prince get the reward? When in doubt, go back to the *facts*, i.e., consider what the parties did. p found the slipper and went through all the time and effort to return it. d freely made an offer of a reward open to anyone. It is not *just* or *right* that d should get her slipper back without paying a reward open to anyone only because p did not know of the offer. Why? Because she actually got what her offer asked for. If she got the benefit of her offer, why should she not pay? Thus, knowledge is not a factor.
- [b] why should Cinderella not have to pay the reward? When in doubt, go back to the *facts*, i.e., consider what the parties did. d made an open offer of a reward to anyone returning the slipper. p returned the slipper ignorant of the offer. It is not *just* that p should get a reward he was ignorant of even though d got her slipper back? Why? Did not d get what her offer asked for? If you are not sure, again, go back to the *facts*. d made an offer of a reward. Did p act on that offer? No, he did

not know of the offer. Could he, therefore, be said to have accepted the offer? No -- its common sense that you cannot accept an offer you do not know about. That is your answer. Although Cinderella made an open offer to anyone finding the slipper, the Prince could not have accepted the offer since he did not know about; therefore, knowledge of the reward is the determinative factor.

5. Now, having examined the *issue* on behalf of *both parties* and having composed *statements of law* with *reasoning*, you can write your answer, for example:

The issue here is whether an offer for a reward can be accepted without knowledge of the offer. Prince Charming might argue that since Cinderella received the benefit of her offer, his knowledge of the offer should not be a factor and she must pay him the reward. However, since an offer cannot be accepted without knowledge of the offer, Prince Charming cannot be said to have accepted Cinderella's offer. Therefore, his performance notwithstanding, no contract could have been formed and Cinderella owes him nothing. An offer of a reward seeks not a bilateral but a unilateral contract, which requires the offeree's intent to accept.

Sentence 1 introduces the issue. Sentence 2 expresses the law from p's perspective. Sentence 3 expresses the law from d's perspective. Sentence 4 expresses a judgment between the two options. Sentence 5 reiterates the controlling legal principle. Even if *you* forgot the final sentence from your studies, *you* should have been able to reason out all or most of the remainder.

