Help yourself study for CBE Law subjects and exams

Revising for Law exams

- Revise the ways in which questions are asked, and how problems/scenarios are set out, as well as revise content material.
- Analysing - and practising - exam questions is as important as knowing the content.

Revision should:

- focus on the process (ie, how you applied your reasoning) as much as the product (ie, what the answer is)
- include focus on rehearsing time management strategies
- be visual - ie incorporate diagrams, tables, mind maps
- include learning discipline-specific vocabulary, that is, mastering the vocabulary you will need to use in the exams.

Sample short answer to a Contract problem/scenario using HIRAC

When you give a short answer to a legal problem/scenario, you should use the four key elements of legal reasoning - HIRAC:

- Heading - subheading
- Issue - identify what needs to be resolved
- Rule - identify what the law/case says
- Application - apply the law to the facts
- Conclusion - conclude (Thus...)

Sample answer

Economic duress [heading]

The issue is whether the Smiths were under economic duress [issue]. A contract is voidable if there has been economic duress (X v Y) [rule + evidence]. The Smiths believed that they would lose their business if they did not sign the contract [application to the facts]. Thus, the Smiths have reasonable grounds on which to claim economic duress [conclusion].

Note there is no significant re-stating of the factual details/background.
Sample short answer to a question

It may be that you are asked a 'straight' question, eg, what is the difference between a term and a representation? In the rush of exams, students often 'put down all they know' (content) without thinking about how to communicate what they know. So ideally your short answer, besides reflecting content knowledge, should also include a topic sentence, linking words, reasons and evidence:

Sample answer

There are four key differences between a term and a representation [topic sentence]. First, [linking word] a representation is a statement of fact made when negotiating terms of a contract with the intention of inducing the other party to enter the contract, but not intended to attract contractual liability with regard to its accuracy (C v Y) [content knowledge + evidence]. Second... Third... Finally...