**Examination technique:**

Exam technique is the most important to know in order to be successful in your exams. You will be surprised how low your grade will be if you do not practice the technique before your assessment date. Even if you think that you know perfectly what the law is for every topic you have covered throughout the year, you will still not be able to get high grades unless you know what they want from you. Let's go through the basic principles about the exam technique!

- There are two kinds of questions in law: essay and problem question. Each of them has different structure. We will discuss each in turn.

**Essay question:**

1. When you have an essay question for your coursework or on your exam, make sure you understand what they are asking you! This is very first step before you start writing your answer. Try to underline the key words in the question and plan for few minutes about what you are going to say. Under exam conditions, when you are very limited in your time, it would be better to make the plan in your head during the reading time.
2. Once you understand the question, try to write an introduction. Essay question usually asks you the discussion of a certain point of law. Accordingly, you need to write a short explanation of what the law is in your introduction.
3. In the end of your introduction, do not forget to write your thesis statement! This is when you announce a plan that you will be following in your essay.
   Never say I think, I consider or use "I" anywhere! In Both essay and problem questions you need to talk as a third person: it can be argued/deduced/stated/concluded etc.

   See the example of the essay question (that was awarded 74%) asking about the English contract law concept that English law only enforces what is written in the document and does not look on any other evidence:

   *English law has always been reluctant to look outside the written document. Many cases emphasize on the importance of the words in written documents. However, some recent cases suggest that approach is shifting to more liberal one where some background information and intention of the parties will be looked at. Nevertheless, Lord Neuberger's speech in the case of Arnold v Britton [2015] took more traditional*

*approach and emphasis was shifted back to the importance of language used in the document. The present essay will discuss cases taking different approaches on the interpretation of the contract and discuss the current position of law. Finally, essay will evaluate the current position and make suggestions of how it can be expanded.*

**This is an introduction from an essay question on the exam. If you write an essay question for the coursework, you will be required a lot more accuracy and details as well as references and full names of the cases with the citation!**

As you see from the extract above, you start with general statements and general definition of the principles or concepts that question asks for. The last two sentences in red is the thesis statement where you announce your plan.

4. After your introduction, follow your plan and start detailed analysis. Remember that what they want from you is analysis and not a definite answer. There is never a definite and correct answer to the question in law! What you need to write is different views and analyse them in order to reach the sensible conclusion at the end.
Look at the following paragraph after the introduction in the same essay:

*Firstly, it is important to note the case of Jacobs v Batavia which embraced the parol evidence rule. The same trend has been followed in the cases of l'Estrange where it was suggested that if the contract is signed, parties cannot depart from the written document.*
*Also, Lord Hoffman has addressed this issue in number of cases. In the case of Chartbook he suggested that some background information that parties could reasonably have had at the time of contracting should be taken into consideration. He called background information a 'factual matrix'. The same idea can be traced from the speech of Lord Wilberforce in the case of Prick v Simmonds where he argued that time was passed when courts only looked at the words of the contract. Similarly to Lord Hoffman, he noted that background information has to be taken into consideration.*

As you see, I talk about the analysis and opinions of the judges in different cases about what question is asking me. I have not mentioned much academic opinion from journal articles about this but the essay was still

awarded 74%. This is because the knowledge of judges' opinions and ability to analyse and compare them to each other is key to get a first! However, if you add some academic opinion from any of the journal articles you have read, it would be brilliant and increase your chances to get a first. Also, try to write the case names with the greatest accuracy possible. If you can remember the year too, it would be great but if you do not, don't take a guess! They will still accept it if you refer to it with the name of the parties.
Do not forget that we provide amazing notes that includes the relevant law + academic opinions from different journal articles or westlaw, that you can use to prepare for your exams!

Afterwards, try to provide more details and analysis:

*Furthermore, Lord Hoffman in the case of Chartbook, identified number of possible situations where pre-contractual evidence will be allowed. 1) when Court tries to establish that fact that may be part of factual matrix' was known to the parties when contract was made; 2) when it is a restitution claim and court is concerned with wrong drafting of the contract.*
*Moreover, the most important attack on the traditional approach suggesting to look at the natural meaning of the word, has been made in the case of Rainy Sky. The case was concerned with the interpretation of the term. Defendant bank was taking obligation to refund the instalments on ship builder's default and the issue was if it expanded on shipbuilder's insolvency.*
*Court decided that the term covered shipbuilder's insolvency. Number of controversial suggestions has been made by lords. They argued that wherever there are two possible constructions of the term, one consistent with the business common sense should be preferred and the other rejected. Therefore, traditional approach of focusing just on the natural meaning of the words in contract has been departed.*

When you think that you have exhausted all the possible arguments for the view you are supporting, try to form arguments that suggests the opposite. There should always be some cases suggesting the opposite view than the mainstream approach:

*Later, as I mentioned in my introduction, shift has gone back to the previous approach by the decision of Arnold v Britton and speech of Lord Neuberger. The case was about the long lease of a holiday chalet. There was a term included in the contract that service charge would be 90% in the first year, that would increase by 10% per annum. Their lordships decided that the fact that the sum of money paid for the service charge would be considerably higher in number of years was not the reason to depart from the words of the term. Lord Neuberger noted that commercial common sense and other background information should not undervalue the importance of the words used in the contract. Hence, it can be argued that traditional approach of interpreting the contracts has been restated by this case.*

After presenting the arguments for and against the statement, try to sum up your analysis:

*To sum up, it can be argued that English law is still preferring the traditional approach of interpreting the terms by its natural meaning despite of the judgments in the cases such as Rainy Sky, Chartbook or Prick v Simmonds. Similarly, if the term is interpreted with clear and understandable language this will usually be end of the matter. Importance of the clear language used in the term has also been emphasized by Lord Hoffman in the case of Investors compensation scheme where he argued that reasonable person with all the background information that parties could have reasonably had when the contract was made should have no doubt about the meaning of the term. However, if the term is not drafted in plain intelligible language and it is not 'transparent and prominent' as suggested by s.64(3) of Consumer Rights Act (2015), it will be interpreted in favour of the claimant (s.69 (1)). Also, Rainy Sky has not overruled and its judgment still stays a good law.*

In the final paragraph, try to reach the conclusion from what you have discussed. Do not give a definite answer but try to play with it! Remember, law is not maths to have only one accurate answer.

*Based on the arguments made in the essay, it can be concluded that wherever the term is drafted clearly, traditional approach will prevail and it will be interpreted as its natural meaning suggests. On the other hand, if the term is ambiguous, courts will look at other factors as well. It can be*

*deduced that traditional approach is too harsh and the attempt of mitigating its consequences in Rainy Sky should continue. I would argue that taking view of background information would more reflect the intention of the parties and true nature of the contract.*

5. Very important to know, when drafting an essay answer is to choose your linking words correctly. In the start of every paragraph try to use a linking word that corresponds to the view you are going to express. For example, if you are adding to what you have said above, you can say: Moreover, also, furthermore, additionally etc. If you are expressing the opposite view, use linking words such as: However, by contrast, on the contrary, etc. For more linking words, google “linking words for the essay”.

6. Bear in mind that there is difference between what they want for the coursework and what they want for the exam. On the exam, you are very limited in time so they will forgive you some minor mistakes, but on the coursework, you are required to give all the arguments with the greatest accuracy possible!