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FREE RESOURCE

IRAC Mistakes and How to Fix Them

The 7 Most Common IRAC Errors, With Fixes

KNOW THE LAW. OWN THE ROOM.

NOTE TO STUDENTS

These notes are a study aid produced by The Legal Vault. They supplement but do **not** replace your lecture notes, prescribed texts, relevant statutes and legislation, and reading the cases in full. Always verify citations and section numbers against the primary sources before relying on them in assessment.

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Why Students Lose Marks on IRAC

IRAC is the foundation of every law exam answer. Most students know what IRAC stands for. But knowing the acronym and applying it correctly are very different things. Year after year, the same mistakes appear in student exam scripts -- mistakes that cost marks that should have been earned.

This resource identifies the 7 most common IRAC mistakes, shows you exactly what they look like in practice, and gives you the fix for each one. Study these carefully before your next exam or assignment.

HOW TO USE THIS

Read each mistake. Ask yourself honestly: do I make this mistake? If yes, study the correction carefully and practise the fixed approach until it becomes automatic.

MISTAKE 1 **Vague Issue Identification**

The issue section should frame the precise legal question raised by the facts. Many students write a broad topic heading instead of a specific legal question. This signals to the examiner that the student has not identified the real legal problem.

WRONG

"The issue is whether there was a contract."

CORRECT

"The issue is whether a valid contract was concluded between the parties -- specifically, whether Tiro's newspaper advertisement constituted a valid offer capable of acceptance, or merely an invitation to treat (invitatio ad offerendum)."

THE FIX

Frame your issue as a precise, specific legal question using the correct legal terminology. Ask: what exactly is the legal question that needs to be answered to resolve this dispute?

MISTAKE 2 **Stating the Rule Without Authority**

Every legal proposition in the Rule section must be supported by a citation -- a case name and citation, or a statute and section number. Stating the rule without authority is incomplete and costs marks. The examiner needs to see that you know where the rule comes from.

WRONG

"A valid contract requires offer and acceptance, capacity, legality, and possibility of performance."

CORRECT

"A valid contract requires consensus (agreement), capacity, legality, and possibility of performance: SA Railways & Harbours v National Bank of South Africa 1924 AD 704. An offer requires the animus contrahendi -- a genuine intention to be legally bound upon acceptance: I Pieters & Co v Salomon 1911 AD 121."

THE FIX

Every rule needs an authority. If you cannot remember the full citation, write as much as you can -- even the case name alone is better than nothing. Use both the case name and the citation where possible.

MISTAKE 3**Jumping from Rule to Conclusion**

This is the single most common and most costly IRAC mistake. Students state the rule correctly, then immediately state the conclusion -- skipping the Application entirely. The Application is where the marks are. It is the section where you demonstrate that you can actually apply the law to facts.

WRONG

"The rule is that acceptance must be unequivocal and correspond exactly to the offer (Watermeyer v Murray 1911 AD 61). Therefore, a binding contract was concluded."

CORRECT

"The rule is that acceptance must be unequivocal and unconditional, corresponding exactly to the offer (Watermeyer v Murray 1911 AD 61). On 3 March, Kagiso called Tiro and stated "I accept -- I will take the Hilux at P320,000." This acceptance was unequivocal -- there was no ambiguity or qualification. It corresponded exactly to Tiro's offer of P320,000 -- Kagiso did not propose different terms or add conditions. The mirror image rule is therefore satisfied."

THE FIX

After stating the rule, force yourself to write the words "On the facts..." or "In this case..." and then explain specifically how the rule applies to the specific facts before you. Do not assume the connection is obvious.

MISTAKE 4 Missing Legal Issues

A problem question typically raises multiple legal issues. Missing any one of them costs marks even if every other section of your answer is perfect. Students who read the problem quickly and identify only the most obvious issue consistently underperform relative to students who read carefully and identify every issue.

WRONG

"The issue is whether a valid contract was concluded. [Answer analyses only offer and acceptance. Misses the issues of capacity, formalities, and breach.]"

CORRECT

"This problem raises the following issues: (1) whether the advertisement was a valid offer or an invitation to treat; (2) whether Kagiso's response was a counter-offer; (3) whether Tiro's reply constituted a standing offer; (4) whether a binding contract was concluded on 3 March; and (5) if so, whether Tiro's failure to deliver constitutes a breach and what remedies are available."

THE FIX

Before writing a single word of your answer, list every legal issue you can identify. Read the problem question at least twice. Ask yourself: what legal questions need to be answered to resolve this dispute? Every issue you identify is a potential source of marks.

MISTAKE 5 Generic Application Not Tied to the Facts

The Application must engage with the specific facts of the problem. Students who write generic discussions of the law -- restating principles without connecting them to the facts -- are not doing legal analysis. They are summarising the law. Summarising the law earns few marks. Applying it to the facts earns marks.

WRONG

"The postal rule provides that acceptance is effective from the moment of posting. This means that when a letter of acceptance is posted, the contract is concluded at that moment regardless of when the offeror receives it."

CORRECT

"The postal rule provides that acceptance is effective from the moment of posting where the parties contemplate use of the post: Cape Explosives Works Ltd v SA Oil and Fat Industries Ltd 1921 CPD 244. In this case, Lebo sent her letter of acceptance on 5 March. If the parties contemplated use of the post -- which is indicated by the fact that all prior negotiations had been conducted by post -- the contract was concluded on 5 March when Lebo posted her letter, not on 7 March when Tiro received it."

THE FIX

After every sentence in your Application, ask: have I connected this to the specific facts of the problem? Every relevant fact in the problem question should appear somewhere in your Application.

MISTAKE 6**Introducing New Points in the Conclusion**

The Conclusion should do one thing only: answer the issue stated in the Issue section. It should not introduce new legal points, new facts, or new arguments. Students who cram additional analysis into the Conclusion signal to the examiner that their analysis was not properly structured.

WRONG

"Therefore, a valid contract was concluded. It should also be noted that under the Electronic Communications and Transactions Act 2014, electronic contracts are recognised, and furthermore the parties may also need to consider whether the contract required written form under the State Land Act."

CORRECT

"Accordingly, a valid contract of sale was concluded between Tiro and Kagiso when Kagiso communicated his acceptance on 3 March, prior to any communicated revocation of Tiro's offer."

THE FIX

Write your Conclusion in one to two sentences. It must directly answer the specific issue you identified at the start. If you have new points to make, they belong in a separate IRAC block for a separate issue -- not in the Conclusion.

MISTAKE 7 Confusing Ratio Decidendi with the Outcome

When citing a case in the Rule section, students often state what the court decided (the outcome) rather than the legal principle the case establishes (the ratio decidendi). The ratio is what makes the case authority for a legal proposition. The outcome alone is not a legal rule.

WRONG

"In Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256, the plaintiff won and was awarded £100."

CORRECT

"In Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256, the court held that an advertisement may constitute a binding unilateral offer to the public if it is sufficiently certain, shows the animus contrahendi, and contemplates acceptance by the performance of a specified act. A member of the public who performs the specified act accepts the offer and concludes a binding contract."

THE FIX

When you cite a case, always state the legal principle it establishes -- the ratio decidendi -- not just who won. Ask yourself: what rule of law does this case stand for? That is what you cite.

The 7 Mistakes -- Quick Reference

#	Mistake	One-line Fix
1	Vague issue identification	Frame the issue as a precise legal question
2	Rule without authority	Every rule needs a case or statute citation
3	Jumping from Rule to Conclusion	Write the Application -- connect rule to facts
4	Missing legal issues	List all issues before writing a single word
5	Generic application not tied to facts	Every sentence of Application must reference the specific facts
6	New points in the Conclusion	Conclusion answers the issue only -- 1 to 2 sentences
7	Citing outcome instead of ratio	State the legal principle the case establishes

FINAL WORD

Every one of these mistakes is fixable. None of them requires natural talent -- they require awareness and practice. Read this resource before every exam. Use the IRAC Blank Worksheet (Resource 6) to practise. The students who eliminate these mistakes are the students who move from average to excellent.

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