

Legal Problem Solving

Writing Centre Learning Guide

Legal reasoning is a type of problem solving. Legal reasoning, and therefore problem solving, is critical to the study of the legal discipline.

Introduction

There are many legal problem-solving approaches to assist the student and other interested stakeholders (e.g. the professional or client) in their problem-solving and reasoning (sometimes referred to in the most general terms as starting to “think like a lawyer”). Some of these approaches comprise relatively different elements and steps, whereas others are similar to one another. Amongst these approaches, ‘IRAC’ (meaning Issue, Rule, Application, Conclusion) is commonly used and has received greater attention in the field of legal education (Burton, 2016). IRAC is the approach that is set out and discussed in this guide.

Legal problem solving

Legal problem solving is common place in assessments in law. It typically involves review of a set of facts or a scenario, and explaining and justifying the possible legal outcomes in relation to that scenario. Legal problem solving can be essential in the practice of law, its study and/or in relation to research. In this guide we will focus on the approach known as IRAC.

What is IRAC? – How do I use IRAC?

IRAC is an approach that comprises the steps of Issue, Rule, Application and Conclusion:

- identify the **legal issues** in the scenario (i.e. what laws may have been breached or are otherwise relevant, who is potentially liable and for what offence or cause of action, or what laws may otherwise be relevant)
- identify and explain the **law/rules** that apply to those legal issues you have identified, including case law and/or legislation
- **apply the law** to the facts in the scenario
- provide a **conclusion** on each legal issue, with justification(s) for your conclusion(s).

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Where do I start? – the scenario (facts)

It is important to firstly identify the relevant facts from the scenario, including which ones are clearly not relevant and which ones may become relevant as the applicable laws and rules are identified.

It is from these facts that the issues will be identified. However, the relevant facts will become clearer as each fact is considered in the context of any relevant laws or rules, and the number of relevant facts may then increase or decrease as you do this. Similarly, the scenario and its facts will determine the laws and rules that may apply to the situation arising from the scenario.

Bearing in mind the necessary relationship between the facts and the laws or rules, you will typically determine the relevant facts and applicable laws or rules through a number of iterations or repeated passes of these steps (Issues, Rules and to some extent your consideration of their more detailed Application). That is, the application of those rules or laws to each fact before addressing the development of your conclusions, with clear statements of justification for each of those conclusions - whether the conclusion relates to including or excluding a fact on the basis of its relevance. The number of iterations will depend on the complexity and number of relevant facts and laws or rules.

It is neither necessary nor desirable to provide a long summary of the facts – important facts should be mentioned only when applying a law or rule. It should not be a mere restatement of the facts but an application of the law or rule to demonstrate your understanding.

As an introductory tool comprising a number of checklists, you may wish to use the following IRAC grid (Burton, 2016):

ISSUE	RULE	APPLICATION	CONCLUSION
Identify the legal issues based on the relevant 'rules' of law	Identify the relevant rules of law	<u>Make a linkage between the elements of the law and the factual problem</u>	Reach a convincing conclusion on all of the legal issues in the factual problem, based on strong support from statute and case law
Frame the relevant issues in the factual problem as questions, using material facts, party names and elements of the relevant law	Break down the relevant rules into elements	Make analogies between the factual problem and the case law	<u>Justify what alternative conclusions were not reached</u>
	Include definitions from statute and case law	Distinguish the actual problem from the case law	
	Include the facts of cases that are similar to the factual problem	Make assumptions clear Identify additional facts required	

An example

The following is an example of the IRAC approach being applied to a fictional contract scenario.

Sample Assignment: Contract Law Case Study Analysis

Background:

John, a freelance web developer, was approached by Alice, a small business owner, to develop an e-commerce website for her business. They agreed orally on a fee of \$10,000, with the work to be completed within two months. After one month, Alice decided to cancel the project, claiming that she had found a cheaper alternative. John had already completed 60% of the work by this time and demanded payment for the work done. Alice refused to pay, arguing that there was no written contract and therefore she was not obligated to pay.

Analysis Using IRAC Structure:

Issue: Is John entitled to payment for the work completed despite the lack of a written contract?

Rule: The relevant legal principles in this case include:

1. **Elements of a Contract:** To form a valid contract, there must be an offer, acceptance, consideration, and an intention to create legal relations.
2. **Statute of Frauds:** Certain types of contracts must be in writing to be enforceable, such as those involving real estate or agreements that cannot be performed within one year.
3. **Quantum Meruit:** This principle allows a party to recover the reasonable value of services rendered when there is no contract or an unenforceable contract.
4. **Unjust Enrichment:** A doctrine preventing one party from being unjustly enriched at the expense of another.

Application:

1. **Elements of a Contract:**
 - **Offer:** John offered to develop the website.
 - **Acceptance:** Alice accepted the terms of the service.
 - **Consideration:** The agreed-upon fee of \$10,000 represents consideration.
 - **Intention to Create Legal Relations:** Both parties intended to create a binding agreement, as evidenced by their agreement on the terms and fee.
2. **Statute of Frauds:**
 - The agreement between John and Alice does not fall under the categories that require a written contract according to the Statute of Frauds (e.g., contracts involving real estate or those that cannot be performed within one year).
3. **Quantum Meruit:**
 - John completed 60% of the project, indicating significant performance.
 - Alice's refusal to pay after cancelling the project suggests that John should be compensated for the work completed to avoid unjust enrichment.
4. **Unjust Enrichment:**
 - Alice would be unjustly enriched if she benefits from John's work without providing compensation.
 - The principle of unjust enrichment supports John's claim for payment for the completed work.

Conclusion: John is likely entitled to payment for the work he completed. Despite the lack of a written contract, the oral agreement fulfils all the essential elements of a valid contract. Additionally, the

principles of quantum meruit and unjust enrichment provide strong grounds for John to claim reasonable compensation for the services rendered. Therefore, John should be compensated for 60% of the agreed fee, amounting to \$6,000.

Useful resources

On the IRAC approach:

Burton, K. (2016). Teaching and Assessing Problem Solving: An Example of an Incremental Approach to Using IRAC in Legal Education. *Journal of University Teaching & Learning Practice*, 13(5).
<https://doi.org/10.53761/1.13.5.9>

On the MIRAT approach:

Wade, John H. 1991. "Meet MIRAT Legal Reasoning Fragmented Into Learnable Chunks." *Legal Education Review* 2 (1). <https://doi.org/10.53300/001c.6013>