

Deepening Your Analysis: Contracts

Cuong | Band 2/6 | May 22, 2026 | 949 words

OVERALL FEEDBACK

This essay has critical problems that would likely result in a failing score. Your performance is characterized by a failure to apply legal rules to the facts. You frequently state a conclusion without providing the **analytical bridge** required to reach it. An analytical bridge requires you to state the rule, identify the relevant facts, and explain how those facts satisfy or fail the elements of the rule. For example, when you conclude that the neighbor cannot sue the painter, you simply state there is no assignment. A stronger version: *'To establish breach of contract, the plaintiff must show privity. The neighbor was not a party to the original agreement. Because there was no valid assignment, the neighbor lacks privity and cannot maintain a cause of action against the painter.'*

Your grasp of fundamental contract doctrines is inconsistent. You conflate assignment and delegation, misapply substantial performance, and completely overlook the third-party beneficiary issue. These are foundational errors that prevent you from correctly resolving the legal questions. To improve, move away from conclusory statements and focus on the *why* behind your conclusions. Rigorously practice identifying the elements of a rule and explicitly linking them to the facts.

WHAT YOU DID WELL

Good structural instincts. Your use of clear headings makes the essay easy to navigate -- a grader can instantly see where you are in your analysis. You are doing the hard work of separating your thoughts into distinct IRAC sections, which is exactly what graders want to see. Your conclusions need strengthening -- instead of just restating your analysis, tie the rule and facts together one final time: *'Because the painter never consented to the assignment of duties, there is no privity, and the neighbor's claim must fail.'* That closes the loop on the argument.

NEEDS WORK

Issue 1: Assignment of Rights from Homeowner to Neighbor

Your analysis:

When one party changes the terms or transfers the contract to another person without the other party's consent, then there is no more valid contract between the original parties. A proper assignment allows an original party to assign the contractual obligations to a third party and letting the other original party knows about the assignment. The neighbor will not succeed because there is not a valid assignment to the neighbor from the homeowner.

Model analysis:

The neighbor was not a party to the original homeowner-painter contract. An assignment transfers a **right** to receive performance -- for example, the homeowner's right to have his house painted. A delegation transfers a **duty** to perform. These are distinct concepts. Here, the homeowner attempted to redirect the painter's performance to a different house entirely -- this changes the nature and location of the work, making it a material modification rather than a simple assignment of rights. The homeowner cannot unilaterally assign rights in a way that materially changes the obligor's duties without the obligor's consent.

Critical doctrinal error: You conflate assignment of rights with delegation of duties. You wrote that the homeowner tried to assign "contractual obligations" -- but obligations are *duties*, not rights. An assignment involves the transfer of a right to receive performance; a delegation involves the transfer of a duty to perform. This confusion signals to the grader that you do not understand the distinction, which is a core concept the question is testing. Additionally, your analysis is entirely conclusory -- you state there is no valid assignment but never explain what a valid assignment requires or why the facts here fail those requirements.

Build this habit: Before writing about assignment or delegation, write out the definitions: "Assignment transfers a right to receive performance. Delegation transfers a duty to perform." Then identify which one is actually happening in the facts. This prevents the conflation and earns separate points for each concept.

NEEDS WORK

Issue 2: Painter's Breach of Contract Against Neighbor

Your analysis:

The neighbor will not succeed in a breach of contract action against the painter because there is not a valid assignment to the neighbor from the homeowner. Because there is no valid assignment of the contract between the two original parties to the neighbor, there is no valid contract between the neighbor and the painter.

Model analysis:

A breach of contract claim requires the existence of a valid contract between the parties -- that is, **privity of contract**. The neighbor was not a party to the original homeowner-painter contract. For the neighbor to have standing, she would need to establish privity through either (a) a valid assignment of rights from the homeowner, (b) a new contract formed directly between the neighbor and the painter, or (c) status as an intended third-party beneficiary. None of these apply: the assignment was invalid (as discussed above), no separate agreement was formed with the neighbor, and the original contract was not made for the neighbor's benefit. Without privity, the neighbor cannot maintain a breach of contract action.

You identified the right outcome but omitted the essential legal framework: **privity of contract**. A breach of contract claim requires a valid contract between the parties. You relied on circular reasoning -- 'the claim fails because there is no valid assignment' -- without explaining the legal standard for privity or demonstrating why the facts show no such relationship was created between the neighbor and the painter. The grader needs to see you name the doctrine (privity), state its requirements, and apply the facts to those requirements.

Build this habit: For any breach of contract claim, start with the threshold question: "A breach of contract requires a valid contract between the parties (privity). Here, the neighbor and the painter had no contract because..." This one sentence frames the entire analysis and tells the grader you know the foundational requirement.

NEEDS WORK

Issue 3: Neighbor's Liability to Painter for Non-Payment

Your analysis:

Presuming that the painter paints the neighbor's house, that performed party made substantial performance to complete the contract. When the painter substantially performed to paint the house under an implied in fact contract, then the painter is a valid party to the valid contract with the neighbor. A court would find that the painter will get the \$6,000 because he substantially performed his part of the contract with the neighbor.

Model analysis:

There is no express contract between the painter and the neighbor. The painter may recover under two theories. First, **implied-in-fact contract**: if the neighbor knew the painter was painting her house and accepted the benefit without objecting, her conduct manifests assent to pay for the services. The elements are mutual assent shown through conduct and an expectation of compensation. Second, **unjust enrichment** (quasi-contract): the neighbor received a valuable benefit (a painted house), the painter conferred it expecting payment, and it would be unjust for the neighbor to retain the benefit without paying. Recovery would be the reasonable value of the services, which may differ from the \$6,000 contract price.

Misapplied doctrine: Substantial performance determines whether a party has fulfilled enough of their obligations under an *existing* contract -- it does not create a contract where none existed. You used it as if completing the painting creates contractual privity with the neighbor. It does not. The correct framework is implied-in-fact contract (mutual assent through conduct) or unjust enrichment (quasi-contract). You must explain the requirements for an implied-in-fact contract -- specifically, the manifestation of mutual assent through conduct -- and apply the facts to those elements.

Build this habit: Before using a legal doctrine, define it in one sentence. "Substantial performance means a party has completed enough of their duties to trigger the other side's obligation to pay." If that definition does not fit the situation you are analyzing -- as here, where no contract existed -- you need a different doctrine.

NEEDS WORK

Issue 4: Homeowner's Continuing Liability to Painter

Your analysis:

The painter would succeed in a contract claim against the homeowner because the homeowner transferred the contract obligations to the neighbor without the painter's consent. When a party transfers the rights to a third party without the other party knowing it, then there is a breach of contract.

Model analysis:

The homeowner is the original contracting party and remains liable. A **delegation of duties does not automatically release the delegator** from liability -- the delegator remains responsible unless there is a **novation**. A novation requires the express agreement of all three parties (homeowner, painter, and neighbor) to substitute the neighbor for the homeowner as the obligor. Here, the painter never agreed to release the homeowner -- in fact, the painter was unhappy about the change. Without a novation, the homeowner's obligation to pay \$6,000 remains intact. The painter performed as the homeowner directed and can recover the full contract price.

You correctly identified that the painter can recover from the homeowner, but your analysis is purely conclusory. The core legal principle here is the **delegator's continuing liability**: when a party delegates duties to a third party, the delegator remains liable

unless there is a novation. You failed to mention novation or the legal effect of the delegator's ongoing duty, which is the heart of this issue. The grader needs to see that you understand *why* the homeowner is still on the hook -- not just that he is.

Build this habit: When one party tries to hand off their obligations, always ask: "Was there a novation?" A novation requires all parties to agree to substitute a new obligor. If the answer is no, the original party remains liable. Name the doctrine, check the facts, and state the conclusion -- that sequence earns full marks.

MISSED ISSUE

Issue 5: Retiree's Third-Party Beneficiary Status

Your analysis:

The retiree would not succeed in a breach of contract action because the retiree is not a valid assignee or not part of the delegation of duties from the original parties. Although the retiree wanted both the homeowner and neighbor to paint their houses to increase their property values, the retiree is not part of the homeowner and the painter's original contract. The retiree has no interest whatsoever in the contracts between the homeowner and the painter.

Model analysis:

The retiree's claim depends on **third-party beneficiary status**, not assignment or delegation. A third-party beneficiary can enforce a contract if the contracting parties **intended** the performance to benefit the third party (an intended beneficiary). If the benefit is merely incidental, the third party has no standing. Here, the homeowner contracted to have his house painted for his own benefit. The retiree's benefit -- improved property values and neighborhood aesthetics -- is a byproduct, not the purpose of the contract. The retiree is an **incidental beneficiary** and therefore cannot enforce the contract against the painter.

Critical omission: You failed to address third-party beneficiary status entirely. This is the doctrine the question is testing for the retiree's claim, and you analyzed it through assignment and delegation instead -- which are the wrong frameworks. The retiree never received a transfer of rights from anyone. The question is whether the retiree was an *intended* or *incidental* beneficiary of the original contract. An intended beneficiary can sue; an incidental beneficiary cannot. You must learn to identify when a contract involves a third party and apply the rules regarding intended versus incidental beneficiaries. Spotting the correct doctrine is worth more than a full analysis of the wrong one.

Build this habit: When a non-party wants to enforce a contract, run through this checklist: (1) Are they an assignee? (2) Are they a delegatee? (3) Are they an intended third-party beneficiary? (4) Are they merely an incidental beneficiary? Each theory has different elements. Identify which theory fits before analyzing it. Here, the retiree is none of the first three -- they are incidental.

Conclusory Analysis vs. Proper Analysis

Below are specific sentences from your essay rewritten to show the difference. The conclusory version states the outcome. The rewritten version explains *why* the facts lead there.

Issue 1 -- Assignment vs. delegation

CONCLUSORY

A proper assignment allows an original party to assign the contractual obligations to a third party. There was no valid assignment of the homeowner's contractual obligations to the neighbor.

REWRITTEN

An assignment transfers a right to receive performance; a delegation transfers a duty to perform. Here, the homeowner attempted to redirect the painter's performance to a different house -- this materially changes the nature and location of the work. Because the painter never consented to this change, no valid assignment or delegation occurred, and the neighbor has no contractual relationship with the painter.

Issue 2 -- Privity of contract

CONCLUSORY

Because there is no valid assignment of the contract between the two original parties to the neighbor, there is no valid contract between the neighbor and the painter.

REWRITTEN

A breach of contract claim requires privity -- a valid contract between the plaintiff and the defendant. The neighbor was not a party to the original homeowner-painter contract. No valid assignment created privity, no separate agreement was formed, and the neighbor was not an intended third-party beneficiary. Without privity, the neighbor's breach claim fails.

Issue 3 -- Implied contract, not substantial performance

CONCLUSORY

When the painter substantially performed to paint the house under an implied in fact contract, then the painter is a valid party to the valid contract with the neighbor.

REWRITTEN

There is no express contract between the painter and the neighbor. However, if the neighbor knew the painting was happening and accepted the benefit without objecting, her conduct manifests assent to an implied-in-fact contract. Alternatively, the painter can recover under unjust enrichment: the neighbor received a valuable benefit and it would be unjust to keep it without paying.

Issue 4 -- Novation and delegator liability

CONCLUSORY

The painter would succeed because the homeowner transferred the contract obligations to the neighbor without the painter's consent.

REWRITTEN

A delegation of duties does not release the delegator unless there is a novation -- an agreement among all parties to substitute a new obligor. The painter never agreed to release the homeowner. Without a novation, the homeowner remains liable for the full \$6,000 contract price, and the painter can recover.

Issue 5 -- Incidental beneficiary

CONCLUSORY

The retiree has no interest whatsoever in the contracts between the homeowner and the painter and the homeowner and the neighbor.

REWRITTEN

The retiree may have benefited from the painting (improved property values), but this benefit was incidental to the homeowner's purpose. The homeowner contracted to have his own house painted, not to benefit the retiree. As an incidental beneficiary, the retiree has no standing to enforce the contract.

This essay shows that you are engaging with the material and attempting to use legal structure -- you organized by issue, used headings, and tried to follow IRAC. That structural foundation matters and is something many students struggle with. The gaps are in two areas that are fixable with focused practice.

First, **doctrinal precision**. You must distinguish assignment from delegation, know what substantial performance actually does (it evaluates performance under an existing contract, not create one), recognize novation as the mechanism that releases a delegator, and learn to identify third-party beneficiary questions. These are discrete rules you can drill -- and each one is a concept that appears repeatedly across MEE prompts.

Second, **analytical bridges**. Every conclusion needs a sentence that connects the specific facts to the specific elements of the rule. "The neighbor cannot sue" is a conclusion. "The neighbor cannot sue because she was not a party to the contract, was not assigned any rights, and was not an intended beneficiary" is analysis. The difference between those two sentences is the difference between a 2 and a 4.