

Essay Evaluation Report

CONTRACTS | Uploaded Practice | May 22, 2026 | 949 words

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SHEP PRACTICE BAND

Below Expectations

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 provided. You frequently state a conclusion without providing the **analytical bridge** required to reach it. In legal writing, 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 would look like this: *'To establish a breach of contract, the plaintiff must show privity of contract. Here, the neighbor was not a party to the original agreement between the homeowner and the painter. Because there was no valid assignment of the contract to the neighbor, the neighbor lacks the necessary privity to maintain a cause of action against the painter.'*

Furthermore, your grasp of fundamental contract doctrines is inconsistent. You conflate assignment and delegation, misapply the doctrine of substantial performance, and completely overlook the third-party beneficiary issue. These are not minor oversights; they are foundational errors that prevent you from correctly resolving the legal questions presented. To improve, you must move away from conclusory statements and focus on the *why* behind your legal conclusions. You need to rigorously practice identifying the elements of a rule and explicitly linking them to the facts in the prompt.

FROM SHEP'S EYES

You have a great handle on the mechanical side of essay writing. Your use of clear headings makes my job as a grader much easier because I can instantly see where you are in your analysis. You are doing the hard work of separating your thoughts, which is exactly what I want to see. Your conclusions, however, are a bit thin. They currently just repeat what you already said in the analysis section. A strong conclusion should tie the rule and the facts together one last time to show why the result is inevitable. For example, instead of saying 'A court would find that there is no valid contract,' try saying *'Because the painter never consented to the assignment of duties to the neighbor, there is no privity of contract, and the neighbor's claim for breach must fail.'* This shows me you are not just checking a box but are actually closing the loop on your argument.

NEEDS WORK

Assignment of Rights from Homeowner to Neighbor

This analysis contains a critical doctrinal error. You conflate the assignment of rights with the delegation of duties. An assignment involves the transfer of a **right to receive performance**, whereas a delegation involves the transfer of a **duty to perform**. By stating, "A proper assignment allows an original party to assign the contractual obligations," you demonstrate a fundamental misunderstanding of contract law. Furthermore, your analysis is entirely conclusory. You state, "Because there is no valid assignment... there is no valid contract," without explaining the legal requirements for a valid assignment or applying the facts of the prompt to those requirements. A grader needs to see you identify the specific elements of an assignment and then explain why the facts (or lack thereof) satisfy or fail those elements.

What the grader looked for:

- The student fails to identify any specific facts from the prompt regarding the interaction between the homeowner and the neighbor, such as the existence of a written agreement or communication between the parties.
- The student concludes that there is no valid assignment but fails to connect any specific facts to the rule elements provided. The analysis is conclusory.

NEEDS WORK

Painter's Breach of Contract Against Neighbor

This section fails to provide the necessary legal framework to support your conclusion. You identify the issue of a breach of contract action, but you omit the essential rules regarding **privity of contract**. A breach of contract claim requires the existence of a valid contract between the parties. By simply stating, "The neighbor will not succeed... because there is not a valid assignment," you rely on a circular argument. You must explain the legal standard for privity and then demonstrate why the facts show that no such relationship

was created between the neighbor and the painter.

What the grader looked for:

- The student fails to state the legal rules required to establish a breach of contract claim, such as the existence of a valid contract or privity.
- The analysis is conclusory. It states that the claim fails because there is no valid assignment, but it does not explain the legal requirement for an assignment or why the specific facts of the case fail to meet that requirement.

NEEDS WORK

Neighbor's Liability to Painter for Non-Payment

Your analysis of implied-in-fact contracts is legally incorrect and lacks depth. You state, "When the painter substantially performed... then the painter is a valid party to the valid contract with the neighbor." This is a misstatement of the law; **substantial performance** is a doctrine used to determine if a party has fulfilled their obligations under an *existing* contract, not a mechanism to create a contract where none existed. 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 specific elements.

What the grader looked for:

- The response mentions the possibility of a claim for payment against the neighbor, but it does not clearly identify or name the issue of the neighbor's liability to the painter as a distinct legal question to be resolved.
- The response mentions substantial performance but fails to articulate the legal standard for an implied-in-fact contract or the specific requirements for a neighbor's liability to a third-party painter in the absence of a direct contract.
- The response refers to the painter painting the house, but it does not connect specific facts from the prompt to the legal theory of neighbor liability.
- There is no substantive analysis connecting the facts to the rule elements. The response makes conclusory statements about the existence of a contract without explaining why the facts satisfy the requirements for an implied-in-fact contract.

NEEDS WORK

Homeowner's Continuing Liability to Painter

While you correctly identify the issue, your analysis is purely conclusory. You state, "The painter would succeed... because the homeowner transferred the contract obligations to the neighbor without the painter's consent." This is insufficient. You must explain the rule regarding the **delegator's continuing liability**: a delegation of duties does not automatically release the delegator from liability unless there is a **novation**. You failed to mention novation or the legal effect of the delegator's ongoing duty, which is the core of this issue.

What the grader looked for:

- The student identifies the issue of the homeowner's liability but does not state the rule regarding the delegator's continuing liability after delegation.
- The student does not mention novation or explain the conditions under which a delegator would be released from liability.
- The analysis is conclusory. The student states the homeowner is liable without explaining why delegation does not release the original obligor.

MISSED ISSUE

Retiree's Third-Party Beneficiary Status

You failed to address the issue of **third-party beneficiary status** entirely. This is a critical omission. In contract law, when a contract is made for the benefit of a third party, that party may have standing to sue for breach. By ignoring this doctrine, you missed a major component of the prompt. You must learn to identify when a contract involves a third party and apply the rules regarding **intended versus incidental beneficiaries**.

What the grader looked for:

- The student does not identify or name the issue of third-party beneficiary status. The student frames the issue solely as a general breach of contract action.
- The student provides a general rule for contract formation but fails to state the legal standard for third-party beneficiary status.
- The student does not identify or apply facts relevant to third-party beneficiary status.
- The student does not analyze the issue of third-party beneficiary status, focusing instead on assignment and delegation.
- The student concludes that the retiree cannot sue for breach of contract because they are not a party to the contract, but does not address the third-party beneficiary theory.