

Deepening Your Analysis: Contracts

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On the bar exam, **analysis** is where you earn the most points. The rule statement shows you know the law. The analysis shows you can *use* it. Analysis means taking the specific facts from the prompt and explaining, step by step, why they satisfy or fail each element of the rule. A conclusion without this reasoning is just an assertion -- the grader has no evidence you understood the problem. Below, we compare the analysis portions of your essay against a model answer, with specific ways to strengthen each one.

Issue 1: Incapacity (Minor's Contract)

Your analysis:

Finch turned 18 on May 1st. On May 15, while still 18, he made his regular payment affirming the contractual agreement with Vole's Vintage Vehicles because the payment after turning 18 continues the contract, therefore affirming the contract. Furthermore, on June 5th, Finch attempts to disaffirm the contract because it was entered into when he was a minor. However, due to the vehicle being a 'necessity' and Finch affirming the contract after a reasonable time of turning 18, a court would likely not permit Finch to disaffirm. Vole's refusal to accept the car or refund Finch's payment is proper because Finch affirmed the contract and the vehicle was used as a necessity.

Model analysis:

Finch was 17 when he signed the contract, making it voidable. The key question is whether his single payment on May 15, after turning 18, constituted ratification. While making a payment is conduct that can indicate ratification, it is not conclusive. Finch disaffirmed on June 5, less than five weeks after his 18th birthday -- likely a reasonable time. An argument could be made that the car was a necessary, as he needed it for his job which was his family's primary income source and no public transit was available. However, even if it were a necessary, he would only be liable for the reasonable value of its use and could still disaffirm the remaining obligations. Therefore, his disaffirmance was timely and the contract is not enforceable against him.

You reached the opposite conclusion from the model -- and the model's position is the stronger one. The critical error is treating a single post-majority payment as definitive ratification. One installment payment, made only two weeks after turning 18, is not enough to show an unequivocal intent to be bound. Courts look for more -- continued performance over a longer period, express statements, or conduct clearly inconsistent with disaffirmance. More importantly, you conflated the necessity doctrine with a bar to disaffirmance. Even when a contract involves a necessary, the minor can still disaffirm -- they are only liable for the *reasonable value* of what they received, not the full contract price. The model separates these two questions; your analysis merged them into a single conclusion.

Build this habit: When two doctrines point in different directions, analyze each one separately before reaching a conclusion. "The payment could suggest ratification, but a single payment is not conclusive. Even if the car is a necessary, that limits liability -- it does not prevent disaffirmance." Separating the threads is where the points are.

Issue 2: Duress (Heron's Cafe)

Your analysis:

An improper threat is present when it forces a party to act by threatening a release of private information that is not public knowledge. Duress is enforcing a party to act unwillingly and left with no alternative means. Here, Badger threatened to expose Heron's private tax history. The cafe owner felt there was no alternative means and in order to avoid embarrassment, she must sign the agreement under unfair duress. Therefore, the contract is voidable by the cafe owner because she was offered an unreasonable amount while being threatened.

Model analysis:

Badger's threat was improper under Restatement § 176 because he used power for illegitimate ends -- threatening to reveal embarrassing private information to coerce a party into a contract on unfair terms. The threat left Heron with no reasonable alternative: as a cafe owner reliant on her community standing, she reasonably feared public embarrassment and loss of customers. The integration clause is irrelevant because parol evidence is admissible to show a contract was entered into under duress, which goes to the formation of the contract itself. Therefore, the contract is voidable.

You spotted the right issue and reached the right conclusion. Two gaps keep this from earning full marks. First, you never addressed the integration clause. The prompt included it deliberately -- it is testing whether you know that duress goes to *formation*, not *interpretation*, so the clause is irrelevant. Ignoring it tells the grader you either missed the trap or did not know the distinction. Second, your explanation of 'no reasonable alternative' is circular: you said she had no alternative because she was under duress. The model explains *why* she had no alternative -- her livelihood depended on her community reputation, and the threat targeted exactly that vulnerability.

Build this habit: When a prompt includes a specific contract clause, address it explicitly -- even if only to explain why it does not apply. "The integration clause does not bar Heron's defense because duress challenges the formation of the contract, not its terms." One sentence neutralizes the trap and earns the point.

Issue 3: Mutual Mistake (Sparrow's Land)

Your analysis:

Mutual mistake is when both parties are mistaken as to the contract's contents. Here, the final written contract stated the parcel was being sold 'as is' for \$500,000, a price both parties believed reflected fair market value for 10 acres. After the sale, Sparrow discovered the parcel was only 6 acres. It can be argued that the outdated county survey map is a mistake of Sparrow by not enforcing a new survey until after the contract was completed. Nevertheless, that argument would likely not succeed for the survey was public record and legally acquired. Therefore, the contract can be rescinded under mutual mistake because Sparrow did not assume the risk by accepting the property 'as is.'

Model analysis:

First, there was a mutual mistake -- both parties believed the parcel was 10 acres based on an outdated map. Second, the size of the parcel is a basic assumption of the contract. Third, the effect was material: a 40% reduction from 10 to 6 acres made Sparrow's planned project impossible. The final question is risk allocation. Crane will argue the 'as is' clause allocated the risk to Sparrow. However, courts typically interpret 'as is' clauses as allocating risk of defects in quality or condition, not a mistake as to fundamental quantity. The phrase 'believed to be approximately 10 acres' further shows that the 10-acre size was a shared assumption, not a risk Sparrow accepted. Because all elements are met and the 'as is' clause likely did not allocate this risk, Sparrow can rescind.

You reached the right conclusion, and you showed good instinct by raising and dismissing the counterargument about Sparrow's failure to survey. Two things would strengthen this significantly. First, the model breaks mutual mistake into its elements -- (1) shared mistake, (2) basic assumption, (3) material effect, (4) risk allocation -- and applies each one separately. Your analysis jumps from 'both were wrong about the acreage' to 'therefore rescission.' Walking through the elements shows the grader you know the full test. Second, your treatment of the 'as is' clause is conclusory. The model explains *why* it does not apply: 'as is' covers defects in quality or condition, not a mistake about the fundamental quantity of what was sold. That distinction is the key analytical move.

Build this habit: When a legal test has numbered elements, walk through each one in order. "First, both parties shared the mistake. Second, acreage was a basic assumption. Third, the 40% shortfall is material. Fourth, the 'as is' clause covers condition, not quantity." Element-by-element application is the fastest way to demonstrate thorough analysis.

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 -- Ratification by payment

CONCLUSORY

On May 15, while still 18, Finch made his regular payment affirming the contractual agreement because the payment after turning 18 continues the contract, therefore affirming the contract.

REWRITTEN

Finch made one payment two weeks after turning 18. While continued performance can indicate ratification, a single installment is not conclusive evidence of an intent to be bound. When he disaffirmed on June 5 -- barely five weeks after majority -- the disaffirmance was timely.

Issue 1 -- Necessity doctrine

CONCLUSORY

Due to the vehicle being a 'necessity' and Finch affirming the contract after a reasonable time of turning 18, a court would likely not permit Finch to disaffirm.

REWRITTEN

Even if the car qualifies as a necessary because Finch needed it for his family's primary income and no public transit existed, the necessity doctrine does not prevent disaffirmance -- it only makes the minor liable for the reasonable value of what he received, not the full contract price.

Issue 2 -- No reasonable alternative

CONCLUSORY	The cafe owner felt there was no alternative means and in order to avoid embarrassment she must sign the agreement under unfair duress.
REWRITTEN	Heron had no reasonable alternative because her livelihood depended on her community reputation. Badger's threat targeted exactly that vulnerability -- a story about tax problems could drive away the cafe customers she relied on. Signing was the only way to prevent that harm.

Issue 3 -- The 'as is' clause

CONCLUSORY	Sparrow did not assume the risk by accepting the property 'as is' and Sparrow's failure to survey before and depending on legal public documents is appropriate.
REWRITTEN	The 'as is' clause typically allocates risk of defects in a property's quality or condition -- not a fundamental mistake about its quantity. A 40% shortfall in acreage is not a defect Sparrow assumed; it is a shared factual error that goes to the basic assumption of the deal.

This is your third essay, and the progression is visible. Your issue spotting is now complete across all three calls -- you identified every major doctrine. Your rule statements are accurate. The persistent gap remains the same: analysis depth. You state conclusions without the element-by-element reasoning that earns the highest marks. Three specific patterns to build: (1) when a legal test has numbered elements, walk through each one separately; (2) when two doctrines interact, analyze each independently before combining them into a conclusion; (3) when the prompt includes a specific clause or fact, address it explicitly -- even if only to explain why it does not change the outcome. These are the same habits from your Property and Business Associations reports. They are becoming more consistent. Keep pushing.