

WORKED EXAMPLE

Aster: a worked memorandum

A completed teaching example, with an explanation of the writing and judgment behind it.

A model for C05, not the Cedar M1 assessment or advice to a real client. The facts below are the supplied C02 example with the guided £600 workaround invoice added. Read the memo before the annotations, then draft your own changed-fact response.

To: Supervising counsel, fictional Aster matter
Decision: Authorise targeted evidence gathering and a proposed repair discussion; do not approve a quantified damages demand yet
Scope: English-law contract questions on supplied extracts only; no final formation, enforceability or remedy opinion

Recommendation

Seek correction of the two failed specified exports while preserving the separate six-export scope issue. Obtain the complete contract set, communications and loss evidence before advising on a demand. Do not present the £900,000 annual turnover as proved loss. The £600 temporary-service invoice is relevant expenditure, but recovery remains subject to entitlement and the applicable limits. Obtain instructions before communicating a settlement or release.

Facts and uncertainties

Supplied evidence	Supported fact	What it does not settle
Signed scope extract	Four specified exports; two reported failures	Dependencies, testing evidence, whole - document terms or a complete remedy
Earlier sales email	Six exports were mentioned	Whether the additional statement was incorporated or has a separate legal consequence
Price record	£12,000 paid	A fixed damages measure or automatic refund right

Supplied evidence	Supported fact	What it does not settle
Turnover statement	£900,000 annual gross sales asserted	Loss caused by these failures
Workaround invoice	£600 charged for a temporary export service	Reasonableness, causation, offsets or recoverability

Analysis

Start with the actual communications and contract set. The four-export promise gives a concrete performance question, but confirm which exports failed, agreed standards and any customer dependencies. For the other two exports, the sales email may raise an incorporation or separate pre-contract statement issue; it is not enough to assume either six contractual deliverables or that the email is irrelevant. RTS illustrates contextual agreement analysis, while Wood requires the contractual text to be read as a whole in context. Neither decides these fictional facts without the missing documents. [RTS Flexible Systems v Molkerei Alois Müller \[2010\] UKSC 14](#) [Wood v Capita \[2017\] UKSC 24](#)

Separate that scope inquiry from loss. The ordinary compensatory comparison concerns the position with and without performance. Morris-Garner paragraph 95(6)–(9) provides the reading anchor; this memo does not use negotiating damages as a substitute for proving ordinary loss. Request the operational interruption, workaround purpose, avoided costs, refunds/credits and other relevant loss evidence. The £600 invoice may support a claim, but its existence alone is not the entire analysis. Do not add overlapping refunds, credits and expenses as if each necessarily compensates a different loss. [Morris-Garner v One Step \(Support\) Ltd \[2018\] UKSC 20](#)

Options and next steps

Option 1 is a scoped repair/clarification discussion preserving unresolved issues; it may restore service without determining every claim. Option 2 is a quantified claim or negotiated exit after evidence and rights review; its cost, timing and continuing-service consequences require client instructions. Neither option authorises this analyst to accept terms or waive claims.

The matter analyst should obtain executed documents, incorporation/precedence terms, acceptance tests and the full email chain. Operations should confirm failures and workarounds; Finance should substantiate expenditure and offsets. Counsel should review formation, scope, potential remedies and any time-sensitive rights. The sponsor decides the authorised commercial approach. Preserve relevant records now rather than waiting for the final memo.

Why these choices matter

The recommendation tells the supervisor what to authorise. The table separates a document's existence from the conclusion it can support. The analysis treats four promised exports and two disputed extras differently. The alternatives explain what changes operationally. Every next action has a role; no approval, case quotation or fact is invented.

The memo intentionally does not choose a single definitive contract interpretation or quantify damages from incomplete evidence. That is a reasoned limitation, not permission to avoid analysing what the supplied facts do support. Your independent draft should improve when facts change, not simply reuse this conclusion.