

THE OPEN UNIVERSITY OF SRI LANKA  
LL.B. DEGREE PROGRAMME - LEVEL 4  
CONTINUOUS ASSESSMENT TEST I - 2006/2007

FAMILY LAW - LWU 2313

DURATION : FOURTY MINUTES



DATE : 04<sup>th</sup> September 2006

TIME : 3.00 p.m. - 3.40 p.m.

ANSWER ONE QUESTION ONLY.

Illegible handwriting will be penalized.

01. "If, from the language used in any letter or document a promise to marry is necessarily implied, that amounts to a promise in writing within the meaning of the enactment" - Fisher C.J. in *Cooray v. Cooray* (1928) 30 N.L.R. 310 at 312.

Discuss whether this dictum accurately reflects the current legal position in regard to breach of promise of marriage.

02. Thilakasiri and Pathma were governed by General Law. Their parents arranged a marriage between them in 1997 when Thilakasiri was 21 years and Pathma was 17 years. A poruwa ceremony was conducted in the presence of members of both the families and their friends. Thereafter Thilakasiri and Pathma lived as husband and wife in a house rented by Thilakasiri. He started a business in 1998 and within a short period of time became wealthy businessman.

In 2003 Thilakasiri was killed in an accident. Subsequently Pathma discovered that Thilakasiri's brother had filed an action claiming intestate rights to Thilakasiri's property alleging that he was Thilakasiri's sole heir. According to present law a wife is entitled to succeed to the intestate property of her deceased husband only if she was his lawful wife. Pathma seeks your advice regarding the validity of her marriage.

- a) Advise her citing relevant statutory provisions and case law.
- b) Would your answer be different if Thilakasiri and Pathma were Kandyan and had registered their marriage under the Kandyan Marriage and Divorce Act?