



Time Allowed: Three Hours

Date: 21 -11-2017 (Tuesday)

Time: 0930 - 1230 hrs

Answer any five (05) questions.

Q1.

- a) 'The Roman Dutch law is considered as the Common Law of Sri Lanka.' Briefly explain the above statement. (10 marks)
- b) 'There is no concept of a Sri Lankan legal system'. Comment. (10 marks)

Q2.

- a) The Roman - Dutch Law being the common law of Sri Lanka, the general law of contract in Sri Lanka is also the Roman Dutch Law. However, certain areas of the Law of Contract are governed by English Law. Do you agree with this statement? Explain. (10 marks)
- b) 'Something for something' is called consideration. What do you understand by this statement? Explain in your own words the meaning of the term consideration. Also explain different types of consideration with practical examples. (05 marks)
- c) Distinguish between the concepts 'Causa' and 'Consideration' and their functions under Roman Dutch Law and English legal system. (05 marks)

Q3.

- a) Explain what do you understand by the term 'offer', taking some practical examples from the construction Industry. (05 marks)
- b) What are the specific features of a valid offer? (05 marks)
- c) How would you distinguish an offer from an invitation to treat? Give examples. (05 marks)
- d) Wimal put an advertisement in the weekend paper *Lankadeepa* that his car is for sale within seven days from the date of advertisement. However, due to his wife has suddenly fallen ill he postponed the sale and Nimal, a prospective buyer, offers a reasonable price before the lapse of seven days period. Then Wimal informed Nimal that he changed his mind and postponed the decision for the sale. Nimal who was annoyed threatens Wimal that he would take legal action against him for breach of contract. Discuss, whether there is breach of contract? (05 marks)



Q4.

- a) What do you understand by the term 'Acceptance' in relation to a contract? Explain in brief. (05 marks)
- b) What are the specific features of a legally valid acceptance? Explain in brief. (05 marks)
- c) Wimal wishes to buy a laser printer for his computer and sends an email to Sanjeewa Computers (PVT) Ltd., a company dealing with printers in Kandy, asking for the price. A sales manager attached the company emails back giving a price-range for different printer models. Further, he advises Wimal to confirm the acceptance by filling an acceptance form available online on the website of 'Sanjeewa Computers (Pvt) Ltd. Wimal downloads the acceptance form, fill it up online and email back to the sales manager. However, due to a technical error on his computer, his email gets stuck. After a few minutes he sends a fax message revoking the acceptance.

However, before the fax reaches the sales manager, Wimal's email system comes back to normalcy and the acceptance form displays on the sales managers' computer. The sales manager immediately calls the nearest agent to deliver the printer at his home. Now, Wimal refuses to honor the transaction saying that revoked the acceptance by the fax message.

The sales manager wants to sue Wimal for breach of contract. Explain whether a valid acceptance has taken place, if so how? Support your answer using decided case law.

(10 marks)

Q5.

- a) Mistakes may affect a contract in different ways. On the basis of this, there are three basic categories of mistakes. Identify them and explain their effect briefly. (05 marks)
- b) Explain the deference between unilateral and mutual mistakes. (05 marks)
- c) Explain in which way a mistake would relate to a term of contract. Illustrate with practical examples taken from the construction industry. (05 marks)
- d) What is 'common mistake'? Why such a mistake is considered as a factor nullifying an agreement?. When answering these queries you are required to use your experience from the field. (05 marks)

Q6.

- a) Distinguish between workman and independent contractor. (05 marks)
- b) Distinguish between contract of service and contract for service. (05 marks)



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- c) Wimal was employed by 'Thusitha Builders' as a building services engineer. He was provided with an office room and some equipment such as a computer, a printer and a scanned machine etc. Tusitha Builders called him frequently when his service is needed and in the meantime he has not provided any service to other companies either. He prepared all the building service designs and specifications. Further, he approved the designs and 'as built' drawings as a Chartered Building Service Engineer registered with the Institution of Engineers Sri Lanka and the Urban Development Authority. At the end of the construction, he realized that ETF, EPF and company bonus had not been paid to him but all the other employees had been paid. He complained this to the Labor Commissioner and wants to sue against 'Thusitha Builders'.

Discuss the nature of his employment and entitlement of Wimal to EPF and ETF as per approved ETF and ETF statues and bonus.

(10 marks)

Q7.

Write brief explanatory notes on the following;

- a) Types of Employment
- b) Settlement of Industrial disputes
- c) Conciliation and Arbitration
- d) Labour Tribunals.

(5 x 4 = 20 marks)

Q8.

Write brief explanatory notes on any two of the following;

- a) What is Strict Liability? Cite cases from your experience from the industry.
- b) (i) Briefly explain the rule in Ryland's vs. Fletcher.
(ii) 'Thusitha' Builders is engaged in construction of Earth dam across 'Meegas Oya' to provide water for irrigation and water supply. During the heavy rains of NE monsoon, the contractor had to release the flood water to protect the dam. The flood water damaged the already constructed anicut across the 'Meegas oya' in downstream belonging to a farmer Oorganization.
Discuss the liability of the contractor based on the Rylands v Fletcher rule.
- c) Distinguish between private and public nuisance with examples.
- d) What is meant by delictual liability? Support your answer with examples taken from the construction Industry.

(10x 2= 20 marks)

