Candidates should answer THREE questions.

Candidates are required to:

- Answer one question from Section A and Section B.
- Candidates must answer a third question chosen from either Section A or Section B.
- Candidates must answer a total of three questions.
- All questions are worth 100 marks.
Candidates should answer THREE questions, ONE question from Section A, ONE question from Section B and ONE other from either section.

SECTION A: CONTRACT LAW

Question One

Parties to a contract must do more than indicate a willingness to enter a contractual relationship. Outline and illustrate with reference to case law or statute the basis of contractual obligations in Scots law.

Question Two

This question is in two parts. Each part carries equal weight.

a) Outline and discuss the concept of “error” in Scots contract law and
b) What is the effect of uninduced unilateral error?

Question Three

In addition to consensus in idem, the terms of a contract are important. Outline and illustrate with reference to case law the approach to terms implied as a matter of general law into particular categories of contract.
SECTION B: DELICT

Question Four

Lord Pearce in *Hedley Byrne v Heller* stated that “Words are more volatile than deeds.”

With reference to *Hedley Byrne v Heller* and *Caparo v Dickman* outline and discuss the law in relation to negligent professional statements.

Question Five

To what degree has the case of *Robinson v Chief Constable of West Yorkshire* [2018] UKSC 4 led to either an expansion or retraction of the duty of care? With reference to relevant case law discuss.

Question Six

Outline three possible defenses that maybe raised by a defender in an action for delict. Illustrate how these defenses operate and refer to relevant case law and statutes.

END OF SECTION B

END OF QUESTION PAPER