

# THE LAW SOCIETY OF SCOTLAND EXAMINATIONS

## LAW OF OBLIGATIONS

**Tuesday 26 July 2022**

**0830 – 1130  
(Three hours)**

**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.

**LAW SOCIETY OF SCOTLAND  
EXAMINATIONS**

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**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**

*Consensus in idem* is tested objectively in Scots law. Outline, and illustrate your answer with reference to appropriate case law, when an apparent contract will be held to be null in Scots law.

**Question Two**

In Scots law, there are three remedies which compel a contract-breaker to perform in accordance with the contract. With reference to appropriate case law, outline and discuss actions of specific implement.

### **Question Three**

Leslie decided to buy a grand piano for his wife, Rachel, to mark their tenth wedding anniversary. Visiting Marchmont Piano, he saw a piano that he thought she would like. In discussing the piano, valued at £50,000, he was advised he could pay £600 per month. Leslie thought this was acceptable as it would spread the payment for the piano. Marchmont Piano drew up a document stating that Marchmont Piano would “supply a grand piano to Mr Leslie Drum at the value of £50,000 payable at £600 per month”.

Four months after delivery of the grand piano, Leslie lost his job. He was unable to make the next payment of £600. Marchmont Piano insisted that he return the piano to them. Leslie refused. Marchmont Piano advised that he was paying for the piano as hire purchase. Leslie denies this and argues that the document was a contract for sale.

Advise Leslie of his rights under contract law.

**END OF SECTION A**

## **SECTION B: DELICT**

### **Question Four**

With reference to earlier caselaw, how has the case of *Robinson v Chief Constable of West Yorkshire* [2018] SC (UKSC) 141 developed the concept of “duty of care”?

### **Question Five**

The professional's duty will often be engaged by the giving of advice. Outline and discuss the concept of professional negligence in general with reference to appropriate case law. To what extent can other parties, who benefit from the services of the professional, raise a claim against the negligent professional?

### **Question Six**

Joe, a successful lawyer, has bought a retirement flat for his recently widowed mother, Flora. The flat is in a converted former mill. Unfortunately, Flora is constantly disturbed by the noise from her neighbours due to the poor sound proofing put in by the builder. She can for example hear her upstairs neighbours' washing machine when it is in the spin cycle. Opposite her first-floor flat is a new restaurant. Each night at 1am, the staff pull wheelie bins out with restaurant rubbish and recycling to be collected in the morning by the local authority. The lorries come around at 7am each morning, every morning.

Meanwhile, Joe has bought a house with a garden in a small village outside Edinburgh. On his first morning in the house, he and his wife became aware of a very strong agricultural smell. They drove around and found a neighbouring farm raises pigs. Joe's wife finds the smell physically upsetting. The next day, Joe and his wife are awoken by gun shots. Going outside, Joe is advised by a neighbour that there is a regular shoot that takes place in the fields behind Joe's house.

Joe is seeking advice on what he can do for his mother and for his own property. Advise Joe with reference to caselaw.

**END OF SECTION B**

**END OF QUESTION PAPER**