



## NOTICE FOR SPECIAL ENTRANCE EXAMINATION APPLICANTS

### SRI LANKA LAW COLLEGE SPECIAL ENTRANCE EXAMINATION SYLLABUS-

2025

#### Commercial Law

Subject Area	Recommended Reading
<ol style="list-style-type: none"><li>1. Principles of Shipping Law</li><li>2. Carriage of Goods by Sea No. 21 of 1982</li><li>3. Implied Obligations in a Contract of Affreightment - including<ul style="list-style-type: none"><li>• The undertaking as to seaworthiness</li><li>• Obligation of Reasonable Dispatch</li><li>• Obligation not to deviate from the agreed route</li><li>• The obligation to nominate a safe port</li><li>• The Obligation not to ship dangerous goods</li></ul></li><li>4. The types of Charterparties<ul style="list-style-type: none"><li>• The Voyage Charterparty</li><li>• The arrived Ship</li><li>• The preliminary voyage</li><li>• The loading and discharging operation</li><li>• The Time Charterparty</li><li>• Description of the vessel<ul style="list-style-type: none"><li>-Period of hire</li><li>-Payment for hire</li><li>-The off-hire clause</li></ul></li></ul></li></ol>	<p>John F. Wilson - Carriage of Goods by Sea; ISBN 978-1-4058-4669-1</p> <p>Carver on Bills of Lading - ISBN 0421-564-709</p> <p>Richard Aikens and others - Bills of Lading - ISBN 978-1-84311-438-3</p> <p>Christopher Hill - Maritime Law - ISBN 1-84311-255-8</p>

- Bareboat Charterparty/Demise Charterparty

5. The Bills of Lading and their functions

- As receipt for goods shipped
- As evidence of the contract of carriage
- As a document of title

6. The Bills of Lading and third parties

7. Application of the Hague Visby Rules -including

- Duties of the Carrier
- Rights and Immunities of the Carrier
- Indemnities and Bill of Lading
- Limitation of liability
- Deviation
- Dangerous Cargo
- Obligations of the Shipper

8. Bills of Lading issued under Charterparties

9. Exceptions

- Common law exceptions
- Act of God
- Act of the queen's enemies
- Inherent vice
- Hague /Visby exceptions
- Act, neglect or default of the master, pilot or servants of the carrier in the navigation or in the management of the ship

- Fire, unless caused by the actual fault or privity

- Bars to the exceptions

- Negligence

- Unseaworthiness

- Fundamental breach

#### 10. Breach of Contract

- Conditions and warranties

- Intermediate terms

## Law of Contract

Subject Area	Recommended Reading
1. The constituent elements of a contract 2. The formation of a contract 3. Capacities of parties to contract 4. Applicability of “consideration” under English Law and “ <i>justa causa</i> ” under Roman-Dutch Law in Sri Lanka 5. Terms of contract and their effect 6. The effects of exclusion clauses and unfair terms under the Laws of Sri Lanka 7. Factors tending to defeat contractual liability 8. Performance and Discharge of contract 9. Remedies for breach of contract under the Laws of Sri Lanka 10. Methods of resolution of contractual disputes in Sri Lanka	Jack Beatson, Andrew Burrows and John Cartwright, <i>Anson’s Law of Contract</i> (31 <sup>st</sup> edn, Oxford University Press 2020)  Hugh Beale, <i>Chitty on Contracts</i> (34 <sup>th</sup> edn, Sweet & Maxwell 2021)  Ewan McKendrick, <i>Contract Law: Text, Cases and Materials</i> (10 <sup>th</sup> edn, Oxford University Press 2022)  C.G. Weeramantry, <i>The Law of Contracts</i> , vol 1 & 2 (Stamford Lake 1967)

## Administrative Law

Subject Area	Recommended Reading
<p>1. Grounds of Judicial Review (Students will have to be familiar with the grounds of judicial review as explained in the renowned GCHQ case (Council of Civil Service Unions and Others v. And Minister for the Civil Service, (1985) AC 374). They will have to be able to explain the four grounds of judicial review with illustrations.)</p> <p>2. Rationality (This is one of the grounds of judicial review. What does this mean and what is the threshold for judicial review under this head? What is the history of rationality review? Awareness of the landmark decision in Wednesbury and the subsequent authorities reviewing the Wednesbury principles is required.)</p> <p>3. Proportionality (What is the controversy associated with proportionality review? A candidate will be</p>	<p><b>General</b> Administrative Law – Wade and Forsyth [11<sup>th</sup> Edition]</p> <p><b>Right to a fair hearing</b> <i>Dissanayake v Kaleel</i> – (1993) 2 SLR 135</p> <p><b>Legitimate Expectation</b> <i>Thilakarathnalage Ariyamala v Land Reform Commission</i> – CA (Writ) 310/2014. Decided on 10<sup>th</sup> May 2019.</p> <p><i>Ariyaratne and Others v N.K. Illangakoon and Others</i> - [SCFR No 444/20012. Decided on 30<sup>th</sup> July 2019]</p> <p><b>Proportionality</b> <i>KIA Motors v Consumer Affairs Authority and Others</i> - CA Writ Application 66/2013. Decided on 26<sup>th</sup> May 2020.</p> <p><b>Rationality</b></p>

<p>expected to take a position on the controversy and defend their views.)</p> <p>4. Principles of Natural Justice  (A comprehensive awareness of the judicial authorities relating to the “Rule Against Bias” is expected.</p> <p>The history and the controversy over the scope of application of the principles of natural justice.</p> <p>With respect to Audi Alteram Partem, the candidate must be familiar with the following:</p> <p>(a) What constitutes a fair hearing?  (b) Are there exceptions to this principle?  (c) Do the principles of natural justice imply a duty to give reasons?)</p> <p>5. Legitimate Expectation  (The ability to distinguish between procedural legitimate expectation and substantive legitimate expectation will be expected.</p> <p>Significant developments have taken place in Sri Lanka with respect to substantive legitimate expectation? The student must be able to explain these developments and present his views on the suitability of these developments.)</p>	<p><i>Wednesbury</i> case [1948] 1 KB 223</p>
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