



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

**Unit 15 – Civil Litigation**

**Case study materials**

**June 2023**

**Information for candidates**

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

**Instructions and information to candidates during the examination**

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

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## **CASE STUDY MATERIALS**

### **GUIDANCE FOR LEARNERS STUDYING FOR THE LEVEL 6 UNIT 15 CIVIL LITIGATION EXAMINATIONS**

Learners studying for Level 6 Unit 15 Civil Litigation are advised that when revising for this unit, they should have knowledge and understanding of the Civil Procedure Rules and of the rules of professional conduct for lawyers issued by the regulatory bodies for CILEX and the SRA.

Learners are advised that they should be fully familiar with the relevant current unit specification and may be tested on any aspect of it. Where Civil Procedure Rules are given in the specification, learners are expected to be broadly familiar with the content of those rules and their practical application, over and above familiarity with the relevant current specification, including the rules of professional conduct. Listed below are the Statutes, Standards and Regulations, and Civil Procedure Rules that learners may find particularly relevant to this examination.

Senior Courts Act 1981

Law Reform (Miscellaneous Provisions) Act 1934

Fatal Accidents Act 1976

Civil Evidence Act 1968

SRA Standards and Regulations

#### **Civil Procedure Rules and Practice Directions**

Part 1

Practice Direction and Pre-Action Conduct and Protocols

Part 6

Part 12

Part 13

Part 18

Part 21

Part 23

Part 25

Part 31

Part 35

Part 36

Part 40

Part 44

## **CASE STUDY MATERIALS**

### **ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer in the firm of Kempstons LLP ('Kempstons') of The Manor House, Bedford, MK42 7AB. You work in the civil litigation team and your supervising partner is Kallum Smith.

Your local County Court Hearing Centre is in Bedford.

You are assisting Kallum Smith in the following cases.

#### **(1) Greenbank School File (File Ref: KS/GBS/198/22)**

Kempstons acts for Greenbank School in connection with a claim for personal injuries brought against it by Millie Tasker, following an accident on November 5 2021.

The following documents are relevant:

**DOCUMENT 1:** Memorandum from Kallum Smith to Trainee Lawyer

**DOCUMENT 2:** Letter from Parkes Blair LLP to Kallum Smith

**DOCUMENT 3:** Letter from Parkes Blair LLP to Kallum Smith.

#### **(2) The Charlie Fontaine File (File Ref: KS/JF/001/2314)**

Kempstons acts for Charlie Fontaine, who owns Fontaine Glassware Limited, with respect to a dispute with Jedi Supplies Limited.

The following document is relevant:

**DOCUMENT 4:** Attendance note of meeting between Kallum Smith and Charlie Fontaine.

#### **(3) The Nita Duggan File (File Ref: KS/AD/001/2568)**

Kempstons acts for Nita Duggan, whose husband has died.

The following documents are relevant:

**DOCUMENT 5:** Email from Kallum Smith to Trainee Lawyer

**DOCUMENT 6:** Letter from Mitchell Wilmott to Kempstons.

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DOCUMENT 1

MEMORANDUM FROM KALLUM SMITH TO TRAINEE LAWYER

<b>To:</b> Trainee Lawyer
<b>From:</b> Kallum Smith
<b>Reference:</b> KS/GBS/198/22
<b>Date:</b> 8 February 2023
<b>Subject:</b> Assistance with ongoing conduct of case – Greenbank School

Good morning

I need your assistance in the ongoing conduct of a case involving Greenbank School (“Greenbank”). If you remember, you helped me on another matter involving the school last year. As you know, Greenbank is an independent secondary school.

We have just received a letter of claim from Parkes Blair LLP, who are acting on behalf of Millie Tasker, one of Greenbank’s students. Millie’s date of birth is May 21 2005.

On November 5 2021, Millie was injured in the gym at the school. She fell from wooden climbing bars, fixed to the wall of the school’s gym, when one of the wooden bars snapped. I am told by the school bursar, Nigella Rouse, that there is no dispute that the incident took place on that date and that investigations showed that one of the bars had snapped.

Our next step is to advise on the response to the letter. Nigella has told me that the climbing frame was not to be used by students. The school was aware that the bars were unsafe, and the structure was awaiting repair. Students had been warned not to use the bars, which were cordoned off with chairs as barriers. Prominent warning signs were displayed stating "Do Not Climb on the wall bars". Apparently, Millie and some of her friends entered the gym at 4.15 pm for a volleyball training session and climbed the wall bars. No member of staff was present. This was unusual, as students are not permitted to enter the gym until a member of staff is present. Millie was the only student to fall, which caused her to sustain injury to her neck and right shoulder. Parkes Blair suggest that the claim has a value of £55,000.

Based on what I have been told, I have made an initial assessment that liability should be denied and also that allegations of contributory negligence should be raised. The school is carrying out further investigations and my view may change. We must always keep in mind whether or not there is an opportunity to resolve the dispute. It may be realistic in due course to seek a settlement of the claim, with a reduction of 25%–33% for contributory negligence. However, further investigations are necessary before a firm decision can be made.

For now, please consider the file generally by way of familiarisation. I will keep you informed as to what I need you to do as and when action is needed.

Regards

*Kallum*

DOCUMENT 2

LETTER FROM PARKES BLAIR LLP TO KEMPSTONS LLP

**Parkes Blair LLP**

15 College Square  
Kempston, Bedford MK15 3BT  
Telephone: 01675 478906

Email: MB@fastmail.com (this firm does not accept service of proceedings by email)

**Kempstons LLP**

The Manor House  
Bedford  
MK42 7AB

Our ref: LM/MT/010345/22

Your ref: KS/GBS/198/22

15 February 2023

Dear Sirs

**Re: Our client Millie Tasker**

**Your client: Greenbank School**

Thank you for your response to our client's letter of claim.

We have carefully considered all that you say. In addition to expert medical evidence, we are of the view that expert evidence will greatly assist the court with regard to determining liability. That being so, please confirm that you have no objection to the instruction of a single joint expert in health and safety relating to fixed wooden structures within the school environment.

We would be happy to discuss this matter further with you in principle, and to let you have the suggested names of three health and safety experts from whom a choice can be made.

We look forward to your prompt response.

Yours faithfully

*Leigh Mason*

**Parkes Blair LLP**

**Turn over**

LETTER FROM PARKES BLAIR LLP TO KEMPSTONS LLP

**Parke/ Blair LLP**

15 College Square  
Kempston, Bedford MK15 3BT  
Telephone: 01675 478906  
Email: MB@fastmail.com (this firm does not accept service of proceedings by email)

**Kempstons LLP**  
The Manor House  
Bedford  
MK42 7AB

Our ref: LM/MT/010345/22  
Your ref: KS/GBS/198/22

28 June 2023

Dear Sirs

**Re: Our client Millie Tasker**  
**Your client: Greenbank School**

Further to recent correspondence, and upon which we are taking instructions, we are writing to request that your client make a voluntary interim payment.

As you will appreciate, our client has sustained significant injuries as a result of the accident, for which she has undergone medical treatment and rehabilitation. Please confirm that there is no objection to an immediate interim payment to assist with the ongoing expense of physiotherapy.

We would be happy to discuss this matter further with you and provide any additional information you may require.

We would also be grateful if you would please confirm your willingness to make a voluntary interim payment as soon as possible.

We look forward to your response.

Yours faithfully

*Leigh Mason*

**Parke/ Blair LLP**

DOCUMENT 4

ATTENDANCE NOTE

<b>Fee earner:</b> Kallum Smith
<b>Attendance on:</b> Charlie Fontaine (Fontaine Glassware Limited)
<b>Reference:</b> KS/JF/001/2314
<b>Date:</b> 8 June 2023
<b>Subject:</b> Contract dispute with Jedi Supplies Limited

I met with Charlie at our offices to discuss a dispute that has arisen with Jedi Supplies Limited. I have ascertained some brief facts which outline the issues but they are subject to much necessary clarification and information to be supplied by Charlie. Charlie tells me that we have to “investigate every possible source of information, every possibility and explore every avenue” in making sure that Jedi pays up under the contract. I gave him some sensible advice as to what we can and cannot do with regard to time and costs, and he seemed to accept that.

Charlie is in business as Fontaine Glassware Limited. The company designs and sells, among other things, glassware for weddings, including bespoke designs. His main customers are party and event planners, of which Jedi Supplies Limited is one. Jedi is a limited company but Charlie thinks there is some possibility that it has changed address as when he passed the premises in his car last week, Charlie noticed that there was a sign on the door saying “relocation sale” and some arrows directing customers round the corner of the building. He has no idea whether the business address is the same as the Registered Office.

Charlie says that on 12 November 2022, he first met with Matteo Letterese, the Managing Director of Jedi Supplies Limited, and orally agreed in principle that Charlie would design, create and supply bespoke glassware to Jedi for a large wedding party taking place over three days from 5 May–7 May 2023.

After that first meeting, there were numerous exchanges of letters, emails and texts between Charlie and Jedi, trying to firm up the required design of the glassware and the colour, which had to fit in with the wedding theme. There does not seem to be one single written document that you could call a contract containing all the relevant information, and I told Charlie that we would need much more from him so that we can work out the details. He tells me that his strength is in being creative and that he is very bad at pinning down facts and figures.

Eventually, it was agreed, or so Charlie thought, that each piece of glassware would cost £35.00 plus VAT. Charlie believed he had agreed to produce 900 pieces of glassware and expected a deposit of 15% against the full order price to be paid.

Charlie provided a sample of the glassware to Jedi on 18 December 2022. According to Charlie, Matteo was entirely happy with the sample and raised no concerns about the design, the colour or the quality. Apparently, Jedi now says that they raised concerns about all of these aspects at that meeting and Charlie convinced them that the glassware would meet the required design exactly, would be of the highest quality and that the colour would be consistent across all pieces.

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## CASE STUDY MATERIALS

Charlie tells me that a deposit of £1,500 was paid by Jedi into his business account in January 2023 but he did not reconcile this amount with the amount he expected until early April, when he realised it was less than it should have been. He admits that he usually leaves the money side of the business to Nick, his husband, but he has been unwell. By the time Charlie realised the shortfall, he thought it was too late to raise this with Jedi and so Charlie just went ahead with production ready for delivery at the end of April. He delivered the glassware to Jedi on 28 April 2023, together with an invoice for £31,500 plus VAT of £6,300 less the deposit of £1,500. Final payment should have been made within 28 days of delivery.

It seems that, since the delivery, there have been some furious rows between Charlie and Matteo about the glassware, with Matteo complaining that far too much glassware was delivered, the colour was wrong and the quality was poor. Jedi has refused to pay Charlie.

It is very difficult to work out exactly how much the contract was worth to Charlie as so much depends on what was actually agreed.

This will need some unravelling but, as an existing client, I reassured Charlie that, as ever, we would do our best to resolve matters.

*Kallum Smith*



DOCUMENT 5

EMAIL FROM KALLUM SMITH TO TRAINEE LAWYER

<b>From:</b> Kallum Smith
<b>To:</b> Trainee Lawyer
<b>Date:</b> 2 June 2023
<b>Subject:</b> New client – Nita Duggan

Good morning

A new client has been referred to me by Vickrant in the private client department. He is acting on behalf of Nita Duggan. She is the executor and sole beneficiary of her husband's estate in respect of which an application for a grant of probate is to be made. Nita's husband, Jagram, died from a heart attack on 15 May 2023. He had suffered with heart problems for many years and the death certificate confirms that death was from natural causes.

On 3 December 2022, Jagram was seriously injured in a road traffic accident. Apparently, Jagram was on his motorbike and had been waiting at a traffic-light-controlled junction when, as he proceeded to turn right at the junction, a car collided with him from behind. The police investigated the circumstances of the accident. The car driver has been identified as Cameron Taylor. I understand that there may be some suggestion that Jagram was incorrectly positioned at the traffic-light junction. The motorbike was written off in the accident at a value of £14,000.

I have arranged to meet with Nita next Tuesday, and I would like you to join me at that meeting. All I know at present is that Jagram's estate is substantial, and that he was the main provider for his family. Nita has taken an extended period of time away from her own work as a GP, as she has extensive caring responsibilities for her elderly parents who are in poor health, and was also providing a considerable amount of support to Jagram for personal care following his accident. Jagram was a chartered surveyor and owned his own successful business. He and Nita have three children, the eldest of whom, a son, is 12. Jagram and his son were particularly close and every Saturday, Jagram, who was a registered football coach, gave his son football coaching.

Since the accident, Jagram had been receiving extensive private physiotherapy and had just returned to work. I understand that he had suffered a serious downturn in work as he was not personally available to clients and they took business elsewhere.

Nita wishes to proceed with a claim against the car driver, who, naturally, she believes was wholly responsible for the collision.

This will be a difficult meeting in all the circumstances and we should be prepared to answer a range of questions.

Thanks

Kallum

*Turn over*

DOCUMENT 6

LETTER FROM MITCHELL WILMOTT LLP TO KEMPSTONS LLP

MITCHELL WILMOTT LLP

4 The Deansway Kempston, Bedford MK41 6HG

Telephone: 01675 476598

Email: MitchWilmott@fastmail.com (this firm does not accept service of proceedings by email)

FAO Kallum Smith  
Kempstons LLP  
The Manor House  
Bedford  
MK42 7AB

Our ref: AS/CT/045645/23

Your ref: KS/AD/001/2568

21 December 2023

Dear Sirs

**Re: Our client: Cameron Taylor**

**Your client: Nita Duggan**

Thank you for your letter of 15 December. We note that you are now in a position to serve proceedings. Please note that we are instructed to accept service of proceedings on behalf of our client.

Yours faithfully



Alisha Sanjay  
Solicitor  
Mitchell Wilmott LLP

Holiday closing: Please note that these offices will be closed from 4 pm on Friday 22 December 2023 and will reopen on Tuesday 2 January 2024.

**End of the case study materials**

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