



**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 2025

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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GUIDANCE FOR CANDIDATES STUDYING FOR THE LEVEL 6 UNIT 15 CIVIL LITIGATION EXAMINATIONS

Candidates 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 by the SRA. Candidates 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, candidates are expected to be broadly familiar with the content of those rules and associated Practice Directions 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 candidates may find particularly relevant to this examination.

Senior Courts Act 1981
County Courts Act 1984
Insolvency Act 1986
Tribunals Courts and Enforcement Act 2007
Law Reform (Contributory Negligence) Act 1945
SRA Standards and Regulations
Civil Procedure Rules and Practice Directions
Practice Direction – Pre-Action Conduct and Protocols
Low Value Personal Injury RTA Protocol
Part 1
Part 7
Part 8
Part 12
Part 13
Part 20
Part 22
Part 23
Part 26
Part 28
Part 32 and PD
Part 35
Part 36
Part 44
Part 45 and PD
Part 70
Part 71
Part 72
Part 73
Part 84

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 Shirley Parreira. Your local County Court hearing centre is Bedford. Kempstons is prepared to offer Conditional Fee Agreements in appropriate circumstances.

Case 1: Shaheed Mahmoud

This client, date of birth 23 January 1955, and whose address is 18 Waterford Street, Bedford, MK42 7GG, was involved in a road traffic accident on Friday, 4 October 2024. The accident occurred at approximately 3:30p.m. at the junction between Cardington Road and Millington Road in Bedford. The weather was good, with clear skies, and the road surface was dry. The client was riding his mobility scooter and was crossing Cardington Road at a light-controlled pedestrian crossing. The pedestrian crossing light was green in his favour. The road consists of four lanes, two in each direction separated by a central reservation. The client had crossed the first two lanes and the central reservation. The outside lane of the second set of two lanes is a right-turn lane and there were several cars stationary waiting to turn right. The client passed in front of one of these and was then struck by a van in the second lane. That lane was completely clear and there would have been space for two or three vehicles between the crossing and the vehicle stop line at the junction. The van driver subsequently admitted to an eyewitness that he had been focusing on the red light at the junction and had failed to spot the red light governing the crossing.

The van driver did attempt to brake but could not stop in time and the front of the van collided with the left-hand side of the scooter at approximately 10mph. The client's left hand was trapped between the front of the van and the steering tiller of the mobility scooter. The steering tiller was quite badly damaged. The van suffered slight damage to the front bodywork. An ambulance was called and the client was taken to the local Accident and Emergency unit. He was able to arrange for a friend to recover the scooter to his home. The van driver provided his personal details and those of his employer who insured the van. Two eyewitnesses, including the one referred to above, gave the client their contact details and indicated that they would be prepared to support him if he wished to bring a claim. Details of this are in **Document 1**.

At the hospital it was established that the tendon of the client's left little finger had been severed in the accident and that the second and third fingers had both suffered spiral fractures. The outside edge of the hand and the back of the hand over the fourth and fifth metacarpals was badly grazed and bruised. The severed tendon had to be reunited in an operation under local anaesthetic. The two fractured fingers were immobilised using metal splints. The client had to keep his left hand and lower arm immobile for six weeks to enable the severed ends of the tendon to reunite. Subsequently he made a good recovery and there is a medical report outlining the original injuries and treatment, and confirming that after the six-week period there is only one ongoing issue. This is that the little finger is now permanently bent. This is not painful but is inconvenient and makes it difficult to use the left hand for holding objects. The steering tiller of the mobility scooter was damaged beyond repair and supplying and fitting a replacement has cost £475.

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CASE STUDY MATERIALS

The client recently retired and is in receipt of a state pension and an occupational pension. He has savings and investments of approximately £100,000. During the six-week period in which he was recuperating from his injuries, he was offered the opportunity to earn £1000 by doing marking for the university where he used to work as a lecturer but was obliged to turn this down due to the need to keep his left arm and hand immobilised.

Shirley Parreira has asked you to research the likely quantum of the claim.

Case 2: Grade One Motors Ltd.

This client is a second-hand car dealer. The registered office and place of business is Unit 17, Interchange Park, Newport Pagnell, MK45 6RR. The company specialises in high-end vehicles such as Range Rovers. It purchases these from car auctions quite cheaply because they have suffered accident damage or mechanical failure. It then arranges for the necessary repairs to be undertaken by a network of body shops and specialists in different aspects of vehicle repair. The only work which the company actually undertakes itself is the final valeting of the vehicles before marketing them. Mary Weston is the Sales Director of the company and she consults you in connection with a letter which the company has received (**Document 2**). You take a note of her instructions (**Document 3**).

DOCUMENT 1

SHEILA ROBINSON, WITNESS

This is a note provided by Sheila Robinson, one of the witnesses.

I am Sheila Robinson of 27 Kildare Drive, Bedford, telephone number 079560645xx. I saw the van go through the red light and hit you while you were on the crossing. The other witness is a Polish man, Marius Olenski. He gave me his address as Flat 3, 287 Cardington Road, Bedford and a phone number of 0755xx32256. I heard him telling you that he had spoken to the van driver who told him that he had not noticed the red light because he was concentrating on a red light further ahead and had not seen you at all as you were crossing the road. We are both absolutely sure that the van driver caused the accident and that there was nothing you could do to avoid it.

These are the details which the driver provided. His name is Michael Saunders. His address is 84 Banbury Road, Bedford, MK42 0JR. He is employed by Speedy Vehicle Parts Ltd at Goldington Business Park. The van is insured by them and they can provide insurance details.

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DOCUMENT 2

LETTER

Avalon Consultants Ltd
Suite 7, Swan House
Harpur St
Bedford MK42 3WW

8 April 2025

Dear Sirs

I am writing to complain about the condition of the Range Rover Evoque 2.0 P200 R-Dynamic HSE 5dr Auto, FG69JHG, which my company purchased from you on 31 January 2025. I was informed that this vehicle had been completely refurbished and overhauled and, although four years old, was in excellent condition. I have subsequently ascertained that it was involved in a serious accident in September 2024 and the bodywork on the nearside underwent very significant repair. The accident also caused damage to the steering. There was no reference to this at any point while I was negotiating to purchase the vehicle. I consider this to be a misrepresentation by omission.

More significantly, after driving the vehicle for a couple of weeks, I noticed that there was considerable oversteer when turning to the left. I arranged for the vehicle to be inspected by the local Range Rover dealership and was informed that the entire steering rack was distorted and misaligned. They have quoted me £3,250 exclusive of VAT for the replacement of the rack, which they tell me is not capable of economic repair.

In addition, they drew my attention to the fact that the entire engine unit was out of alignment and therefore the drivetrain was at a slight angle to the gearbox, causing excessive wear. They have quoted me £1,375 exclusive of VAT for realigning it but have warned me that there may already be damage to the gearbox as a result of the misalignment.

They also alerted me to the fact that there had been extensive bodywork repairs to the nearside of the vehicle. While they did not identify any problems with this, they did advise me that this impacted on the resale value of the vehicle.

As you know, my company paid £32,490 for this car. I have been advised that while this was a reasonable retail price for this make and model and year in excellent condition, given the faults and the fact that the car has undergone significant bodywork repairs, it is actually valued at only £19,500 in its current condition, or at £25,000 if the work referred to above is carried out to an appropriate standard.

(document continues on the following page)

CASE STUDY MATERIALS

Even allowing for the fact that this is a used car, I have been advised that it is not in accordance with the description which you gave of it and is not of satisfactory quality. I consider that I would be entitled to reject it because of the defects referred to above but would be willing to accept £13,000 by way of damages for misrepresentation and/or breach of contract. Alternatively, if you arrange for the necessary repairs to be undertaken and they prove to be satisfactory, I would accept the reduced sum of £8,500 inclusive of loss of use of the vehicle while it undergoes repair.

I await your proposals.

Yours faithfully

(signed)

James Sheffield
Managing Director

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DOCUMENT 3

INSTRUCTIONS

Mary Weston will say:

The company has received a claim from one of our customers in relation to a vehicle, namely a Range Rover Evoque 2.0 P200 R-Dynamic HSE 5dr Auto, FG69JHG, which we sold to the customer at the end of January 2025. We purchased this vehicle from an auction in November 2024. We were aware that it had been involved in an accident and had sustained significant damage to the steering and also to the nearside bodywork. It is our standard business model to purchase high-end vehicles which have sustained damage or mechanical failure and then repair and refurbish them with a view to resale at a profit.

In this case we had recognised that the steering gear would require realignment. We asked two of the companies with whom we do business regularly to assess this vehicle and provide estimates for the work necessary to realign the steering rack and any other mechanical work required. They both identified the same work and parts required, and we accepted the estimate of Clock Tower Autos Ltd of Brookfield Garage, Bletchley Road, Marston MK40 6DD. This was in the sum of £2,175 exclusive of VAT. Once the work was done, we had it checked by our chief engineer, who was satisfied that the vehicle was now in perfect mechanical order. We also arranged for the bodywork to be done but, as there is no complaint about this as such, I will not at this stage provide any further details.

We did give the vehicle a full service and valeting and were satisfied that it was now in excellent condition, given its age and relatively low mileage. We advertised it for sale with this description: 'Arctic White Range Rover Evoque 2.0 P200 R-Dynamic HSE 5dr Auto, FG69JHG, 17,660 miles. Fully overhauled and serviced by us and in excellent condition throughout. £32,999 or very near offer.'

Mr Sheffield expressed interest in the vehicle, inspected it, took it for a test drive and we eventually agreed a price of £32,490, which his company paid on 31 January 2025. The next I heard was the letter we received from him yesterday. I certainly do not accept that we misrepresented the vehicle. I accept that it had been in an accident but if it had been fully repaired in respect of both the steering and the bodywork, I do not consider that we were under any obligation, particularly when dealing with a business customer, to volunteer information about this. Despite being asked to address all outstanding mechanical issues, neither of the companies who quoted for the work on the steering made any mention of the engine unit being misaligned.

My current position is that I do not consider that there is any valid claim. If Mr Sheffield wishes to pursue it, I would want to have the vehicle inspected by our own engineers to see whether there is any substance to the complaints, or whether this is a defect which has been caused by the way in which the vehicle has been used since Mr Sheffield purchased it. I am, however, conscious that matters of this kind can become protracted and costly and would be prepared to consider making a relatively modest offer, without any admission of liability, if that means a quick resolution.

End of the case study materials