

**CASE STUDY MATERIALS**

January 2021  
Level 3  
CIVIL LITIGATION  
Subject Code L3-9



**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**

**UNIT 9 – CIVIL LITIGATION\***

**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

**Instructions to Candidates Before the Examination**

- A clean/unannotated copy of the case study materials is attached to this examination.

You are permitted to take your own clean/unannotated copy of the case study materials into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.

- In the examination, candidates must comply with the CILEx Examination Regulations – Online Examinations or with the CILEx Examination Regulations – Online Examinations with Remote Invigilation.

***Turn over***

\* This unit is a component of the **CILEx LEVEL 3 PROFESSIONAL QUALIFICATIONS and LEVEL 3 LEGAL SERVICES KNOWLEDGE QUALIFICATIONS**

**ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer in the firm of Kempstons, Manor House, Bedford, MK42 7AB. You are part of the civil litigation team and your supervising partner is Robin Jones. The nearest county court is Bedford.

Robin would like you to continue with your training in the Litigation Department and, to this end, he has left some files on your desk that he would like you to work on. He has also provided you with a memorandum, which sets out further information on the files he has given you. The documents are:

- Document 1**            Memorandum from Robin Jones to trainee lawyer
- Document 2**            Attendance note relating to Doina Firea
- Document 3**            Email from Peter Armitage to Robin Jones
- Document 4**            Draft Witness Statement of Harry Bridges
- Document 5**            Extract from Sure Shot Gun Shop Ltd Particulars of Claim

**DOCUMENT 1**

**MEMORANDUM FROM ROBIN JONES TO TRAINEE LAWYER**

To: Trainee Lawyer  
From: Robin Jones  
Date: [Today's Date]

I have left a number of files on your desk. Please read through them carefully and ensure that you carry out the required work. To assist, I have provided this brief summary:

1. The **Doina Firea** file (file ref: DF/RJ/112/20). On the file is an Attendance Note (**Document 2**) concerning the injuries that Doina Firea sustained at her place of work. Please progress the claim.
2. The **Peter Armitage** file (PA/RJ/165/20). Peter Armitage is a self-employed driver for QuickerbyRoad Ltd, a parcel delivery service. We have received an email from Peter Armitage (**Document 3**) concerning a potential claim for personal injury. Due to his injuries, it is likely that we will have to undertake a home visit. Please arrange this, to enable us to take a more detailed statement.
3. The **Harry Bridges** file (file ref: HB/RJ/176/20). You will find on file a draft witness statement (**Document 4**) in relation to a breach of contract claim. Please send a Letter of Claim to George Tallington at Colderidge House, Kempston, MK34 5BF.
4. The **Felicity Stone** file (FS/RJ/132/20). You will find on file a copy of the Particulars of Claim (**Document 5**). We act for the defendant, Felicity Stone. Felicity Stone purchased two expensive antique shotguns to use for her clay pigeon shooting business. They were to be the centrepiece of her shooting days, on which individuals could rent one of the antique shotguns for the day. When she purchased the shotguns, she was assured that they were both in full working order. However, she has subsequently found out that they both have fractures to the barrels, which means they cannot be fired. The shotguns were not delivered to her on the agreed date, but two days later. She does not want the shotguns and contacted Sure Shot Gun Shop Ltd to confirm that they were available for collection from her on 25 August 2020.

**Turn over**

**DOCUMENT 2**

**ATTENDANCE NOTE RELATING TO DOINA FIREA**

Attendance on: Doina Firea  
Attended by: Robin Jones  
Date: [Today's Date]  
Time taken: 30 minutes – attendance  
5 minutes – dictating attendance note

Attending Doina Firea, an employee of YZ Supermarket Ltd. Doina works on the delicatessen counter and has worked for the company for the last five years. On 16 August 2020, she clocked on for work and went to the delicatessen counter. Part of her role includes slicing meat and she proceeded to do so, using the slicing machine.

The machine's blade came into contact with her finger and caused a deep cut. A flap of skin was hanging off at the tip of her index finger on her right hand. Immediately following the accident, she went to receive first aid and was advised to go to hospital. She subsequently went to the hospital for treatment.

The injury itself healed within a relatively short period of time. However, she has since experienced a loss of sensation at the tip of her finger. The loss of sensation is causing her difficulty with everyday activities, as she is right-handed. The consultant at the hospital has confirmed that the loss of sensation is likely to be permanent.

The handle on the slicing machine was broken and therefore Doina had to grip the machine much closer to the blade, increasing her chances of coming into contact with the blade. This is potentially a breach of a number of Health & Safety Regulations.

Based on previous claims, I calculate the value of the claim to be in the region of £6,000.

DOCUMENT 3

EMAIL FROM PETER ARMITAGE TO ROBIN JONES

**To:** robin.jones@kempstons.org  
**From:** p.armitage@rif.com  
**Date:** [Today's Date]  
**Subject:** Personal Injury

Hello Mr Jones

I wish to make an appointment to see you concerning a personal injury claim I would like to bring against QuickerbyRoad Ltd.

A few weeks ago, I was working as a self-employed driver for QuickerbyRoad Ltd, using their van to deliver parcels around the Kempston area. I had only just left the depot, when a fire started in the van's engine compartment, spreading rapidly to the inside of the van. It was so quick that I did not have time to stop the van, and had to jump out to save myself from being burned.

When I jumped from the van, it was travelling at about 20 miles per hour. On hitting the road, I broke both my legs. Another driver from QuickerbyRoad Ltd was following me, and he called an ambulance to take me to hospital.

You would think that QuickerbyRoad Ltd would be keen to support me after these terrible injuries, but they have just sent a 'Get Well' card with a note saying how sorry they are about the 'accident'. The vans, including the one I was driving, are poorly maintained and I think that this was the cause of the van catching fire.

Could I please arrange a meeting to discuss further?

Thanks

Peter Armitage

**Turn over**

**DOCUMENT 4**

**DRAFT WITNESS STATEMENT OF HARRY BRIDGES**

I, Harry Bridges, of 23 Kings Way, Kempston, MK32 4TB will say:

1. I wanted to celebrate my son's 18th birthday with a party at Colderidge House, so that all our friends and family could attend. Together with our son's friends, the total number attending would be in the region of 200 people.
2. We entered a contract with the owner of Colderidge House, George Tallington, to hold the party in the marquee in the grounds of Colderidge House on the evening of 12 December 2020. As well as the use of the marquee, which was to be decorated for the birthday party, George Tallington was also providing a buffet meal, a birthday cake, entertainment and a bar for the evening. The total cost was £17,300, which was paid two weeks in advance of the date of the party.
3. On the evening of 12 December, I arrived with my wife and son at Colderidge House an hour before the first guests were due to arrive. George Tallington met us as we arrived and told us that we would be sharing the marquee for the evening with a local company's Christmas party. I was most upset to be informed of this, but with guests expected at any moment, I felt I had no alternative other than to accept.
4. The marquee did not have the birthday decorations we had expected, but instead was decorated for Christmas. There was a DJ provided, however he had been told by George Tallington to play only Christmas music, and so the music he had was limited; for example, he did not have 'Happy Birthday'. The 'birthday cake' was actually a Christmas cake with my son's name on top, and no candles were provided.
5. As the evening progressed, it was clear that the focus was on Christmas and not my son's birthday. The buffet was served jointly for our guests and those of the local company, and the bar was for the marquee as a whole, rather than for the exclusive use of our guests. Many of our guests did not stay for very long and were clearly disappointed to be attending a Christmas party, rather than a birthday party.
6. I again complained to George Tallington that this was not what we had agreed. However, I was told by him that I should have known, with it being so close to Christmas, that my son's birthday party would be subject to change and that what was provided in the circumstances was more than acceptable.
7. My son's birthday celebration was ruined. As a consequence, I am seeking £25,000 to reflect the cost and the loss of enjoyment and the distress caused.

The contents of this statement are true.

**EXTRACT FROM SURE SHOT GUN SHOP LTD PARTICULARS OF CLAIM**

In the County Court Money Claims Centre

Claim No: BD639240

**Sure Shot Gun Shop Ltd (Claimant)**

**v**

**Felicity Stone (Defendant)**

**Particulars of Claim**

1. The claimant is a supplier of rare and antiquarian firearms.
2. The defendant is a sole trader, providing a clay pigeon shooting experience.
3. On 5 August 2020 the claimant and the defendant contracted for the delivery of two rare matching James Purdey & Sons 12 bore shotguns.
4. The two shotguns were delivered on 7 August 2020 as agreed.
5. The delivered shotguns were of satisfactory quality and have not been rejected by the defendant.
6. The defendant was due to pay the claimant the sum of £40,000 by 6 September 2020.
7. To date that sum has not been paid.
8. The claimant has allowed a reasonable time and given adequate notice to the defendant in order for payment to be made.

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**End of Case Study Materials**