



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

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or textbooks into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

Turn over

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

CASE STUDY MATERIALS

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer employed by the firm of Kempstons, Manor House, Bedford, MK42 7AB. The nearest court is Bedford. You work in the civil litigation department and your supervising partner is Heather Richards. Heather is pleased with the work you have completed so far and she would now like you to take a more active role in the department. She has provided you with some active files and a memorandum providing further information on them.

- Document 1** Memorandum from Heather Richards to Trainee Lawyer
- Document 2** Initial Witness Statement of Rachel Armstrong
- Document 3** Attendance Note relating to Manish Srinivas
- Document 4** Email from Pippa Mason
- Document 5** Incident Report relating to Deborah Surtees
- Document 6** Letter from Slide & Co Solicitors acting for Garfield Roden-Smyth

DOCUMENT 1

MEMORANDUM FROM HEATHER RICHARDS TO TRAINEE LAWYER

To: Trainee Lawyer
From: Heather Richards
Date: [Today's date]

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

1. The **Rachel Armstrong** file (file ref: RA/HR/024/17). You will find on file a draft witness statement (**Document 2**) in relation to a breach of contract claim. Please send a Letter of Claim to Mr Cisterton at Rigington Manor, Kempston, MK45 6AF.
2. The **Manish Srinivas** file (file ref: MS/HR/67/17). On the file is an Attendance Note (**Document 3**) concerning the injuries that Mr Srinivas sustained at his place of work. Please progress the claim.
3. The **Pippa Mason** file (file ref: PM/HR/136/17). You will see on the file a copy of the email received from Pippa Mason (**Document 4**). The second-hand tractor she purchased was not of satisfactory quality. Kimberley Tractors has refused to come and collect it, and is insisting that she pay the outstanding £32,000. Pippa Mason has now received a Letter of Claim [**not reproduced**] from Kimberley Tractors and we will need to defend the Claim.
4. The **Deborah Surtees** file (file ref: DS/HR/141/17). You will see on the file an incident report (**Document 5**), together with our letter to the beautician, Mr Garfield Roden-Smyth [**not reproduced**] and his solicitor's reply (**Document 6**). As it appears that this matter cannot be settled, please issue proceedings.

Turn over

DOCUMENT 2

INITIAL WITNESS STATEMENT OF RACHEL ARMSTRONG

I, Rachel Armstrong, a businesswoman, of Husington House, Kempston, MK12 8YB, will say:

1. I, together with my partner Amanda Reeves, having adopted a baby, wanted to have a celebration through a naming ceremony. As we have many friends and family, we decided to have the ceremony at Rigington Manor.
2. We met with the owner of the Manor, Joseph Cistertion, and decided on a package, which included use of the venue, a three-course meal and entertainment. The total cost was to be £12,800. The full amount for the celebration was paid on the day before the ceremony on 28 February 2017.
3. On the day of the naming ceremony, Mr Cistertion escorted us to the Wellington Room, where the ceremony and meal were to take place. On entering the room, both I and my partner were shocked to see that the decor and place settings were poor and not of the standard we expected. As our guests began to arrive, several comments showed that they felt that the venue was not of a standard they expected either.
4. I complained to Mr Cistertion that the room was not up to standard, but while he was apologetic, he stressed that it was the only room available and that it would have to do. Having no opportunity to change venue, I indicated to him that we would continue with the ceremony but that I was not happy with the venue.
5. The food provided by Rigington Manor was poor and not of the standard expected. A number of guests were served food that was cold, and in one case still frozen. The Manor boasts a star rating for its food; however, it seems that we were served ready meals.
6. The entertainment consisted of a one-man band playing covers of other people's music. This was not what we had been promised. I agreed with the manager at the time of booking that a piano quartet would play chamber music.
7. Our baby's naming ceremony was ruined as a consequence of Rigington Manor lacking the facilities and the entertainment that was promised. It is a day we will never be able to recapture and, as a consequence, I am seeking £20,000 to reflect the cost, loss of enjoyment and distress on our special day.

The contents of this statement are true.

DOCUMENT 3

ATTENDANCE NOTE RELATING TO MANISH SRINIVAS

Attendance on: Manish Srinivas
Attended by: Heather Richards
Date: [Today's date]
Time taken: 30 minutes – attendance
5 minutes – dictating attendance note

Attending Manish Srinivas, an employee of Serub Manufacturing Ltd, a company that produces wooden toys. Manish works on a wood-cutting machine producing wooden blocks. He has worked at Serub for the last 15 years on the day shift, while his colleague, Jeremy Lime, works the night shift.

On 16 February 2017, Manish clocked on and went to his wood-cutting machine. After turning the machine on, he proceeded to cut the wood to the appropriate lengths. As he pushed the wood forward, his little finger was caught by the circular saw of the machine and was cut off.

The first aider attended Manish immediately and an ambulance was called. Manish was taken directly to hospital and the surgeon attempted to reattach the finger, unfortunately without success. Manish has since returned to work in the same role as before.

Manish has since discovered that Jeremy Lime had taken off the safety guard while on the night shift, and had not replaced it. When Manish went on shift he was unaware of the lack of a guard. The injury would not have occurred if the guard had been in place.

We are yet to seek counsel's advice but on the basis of previous claims, I calculate the value of the claim to be in the region of £11,000.

Turn over

DOCUMENT 4

EMAIL FROM PIPPA MASON

To: Heather.Richards@kempstons.org
From: pippa.mason@okeycokey.co.uk
Date: [Today's date]
Re: Mason's Farm

Hello Heather

I hope you are well.

I have had a further conversation with John Mathers, the managing director of Kimberley Tractors, and he is still insisting that there is nothing wrong with the tractor and I need to pay the £32,000. I am so angry; I have a tractor that does not work and he still wants me to pay for it!

There is no way I am paying for the tractor and I expect he will take it to court. If I get anything through the post I will send it on to you.

Regards

Pippa Mason

DOCUMENT 5

INCIDENT REPORT RELATING TO DEBORAH SURTEES

Deborah Surtees is 43 years old and lives at 14 High Street, Kempston, MK34 8AB. On 28 December 2016, she went to the Hope for the Best beauty salon, owned and run by Garfield Roden-Smyth. She had made an appointment for a dermal filler treatment.

Upon attending the salon, she was seen by Mr Roden-Smyth and, as this was the first time she had had the procedure, he explained what it would involve. A dermal filler treatment involves a gel-like substance being injected directly into the face to plump up the contours and smooth out wrinkles. He explained that the gel is based on a naturally occurring sugar molecule, hyaluronic acid, which normally acts as a cushion in joints.

Mr Roden-Smyth asked Ms Surtees if she was happy to proceed, to which she indicated she was. Mr Roden-Smyth then administered a series of injections directly into Ms Surtees' face, working the gel around the face to smooth out the wrinkles and plumping up the contours.

On completing the beauty treatment, Ms Surtees was concerned about the numbness she had in some areas of her face and the swelling under her right eye. Mr Roden-Smyth assured her that both were perfectly natural effects of the procedure and that the swelling would go down and she would regain feeling in those parts of her face that were currently numb in roughly three days from the treatment.

As this was the first time that Ms Surtees had had the procedure, she reluctantly accepted the explanation and paid the £180 for the treatment. Five days after the treatment, the swelling under her right eye had gone down but there were still areas of her face in which she had no feeling. Concerned, she went to her GP, who informed her that she had nerve damage in her face that would never recover.

Distraught, she went to the Hope for the Best beauty salon and confronted Mr Roden-Smyth. He told her that you get what you pay for and said what did she expect for £180. As a goodwill gesture, he offered her another dermal filler treatment at half-price. Ms Surtees declined the offer, left the salon and came straight to Kempstons. She wishes to bring a claim against Mr Roden-Smyth for personal injury.

Ms Surtees insists that at no time was she advised of the risks involved with the procedure. She has since learned that Mr Roden-Smyth has very little experience in providing dermal filler treatments.

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DOCUMENT 6

LETTER FROM SLIDE & CO SOLICITORS ACTING FOR
GARFIELD RODEN-SMYTH

Slide & Co Solicitors

13 Downgate, Kempston, GF12 3BT

16 January 2017

Kempstons
Manor House
Bedford
MK42 7AB

Our Ref: GS/Civ/52
Your Ref: DS/HR/141/17

Dear Madam

Our Client: Mr Garfield Roden-Smyth
Your Client: Ms Deborah Surtees
Re: Personal Injury Claim

We represent Mr Garfield Roden-Smyth, who has brought to our attention the letter sent by yourselves on 10 January 2017. Our client totally refutes the accusation that his negligence caused injury to Ms Surtees and furthermore that she is entitled to compensation of £8,000. Ms Surtees was informed of the risks before the procedure began.

Mr Roden-Smyth has lost a number of clients due to the actions of your client. Ms Surtees has insisted on telling all and sundry that she has been injured by Mr Roden-Smyth and that he is not competent in carrying out beauty procedures. Ms Surtees is to desist immediately in this behaviour or we will have no alternative than to issue proceedings against her.

Yours faithfully

Alan Slide

Regulated by the Solicitors Regulation Authority (SRA)
No. 32764

End of Case Study Materials