



June 2022
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

- You will be provided with a clean copy of the case study materials in the 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.

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CASE STUDY MATERIALS

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 Fehintola Oladipo. The nearest County Court is Bedford.

Fehintola would like you to continue with your training in the litigation department and to this end she has left some files on your desk that she would like you to work on. She has provided you with a Memorandum, which sets out further information on the files she has given you.

- Document 1** Memorandum from Fehintola Oladipo to trainee lawyer
- Document 2** Telephone message from Meili Yang
- Document 3** Letter from Barry Waters to Parker & Duke LLP
- Document 4** Attendance note relating to Sebastian Humphries
- Document 5** Extract from AQT Printer Supplies Ltd Particulars of Claim

MEMORANDUM FROM FEHINTOLA OLADIPO TO TRAINEE LAWYER

To: Trainee Lawyer
From: Fehintola Oladipo
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. **Meili Yang.** Further to the telephone message received from Meili Yang (**Document 2**), I would be grateful if you could contact her and arrange an appointment.

2. The **Barry Waters** file (file ref: BW/FO/83/22). Barry Waters represents a number of performing artists. Parker & Duke LLP are a TV production company and Emily Duke is one of the partners. Emily Duke entered a contract with Barry Waters, on behalf of the partnership, to provide actors for a forthcoming TV programme that Parker & Duke LLP were making.

Just before filming was due to start, Emily Duke contacted Barry Waters and informed him that they would no longer require the actors. The contract entered into by the parties (**Not Reproduced**), states that Parker & Duke LLP will pay 20% of the contract price, should the actors not subsequently be needed. Parker & Duke LLP have failed to pay the amount and Barry Waters has sent a letter (**Document 3**). Barry Waters has not received a reply and the monies remain outstanding. Please move this matter along.

3. The **Sebastian Humphries** file (file ref: SH/FO/53/22). You will find on file a brief incident report concerning the injuries sustained by Sebastian Humphries (**Document 4**). Having sought advice from counsel, the compensation level for the type of injuries that Sebastian Humphries sustained is approximately £28,000. Please move this matter along.
4. The **Cheropandy Printing Ltd** file (file ref: CP/FO/13/22). You will find on file a copy of the Particulars of Claim (**Document 5**). We act for the Defendant, Cheropandy Printing Ltd. The managing director of the company, Fred Holt, contracted with the Claimant, AQT Printer Supplies Ltd, for the supply of a Multimax Xi printer on the 1st February 2022. A printer arrived on the 7th February, but Fred Holt noticed that the printer was not a Multimax Xi, but a Multimax V printer. This was not what the company had contracted for and subsequently he rejected it.

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CASE STUDY MATERIALS

The Multimax V printer was left with Cheropandy Printing Ltd and despite being informed, the Claimant has failed to collect it. The Claimant is insisting that the contract was for a Multimax V Printer, which Fred Holt states was not the case. The written contract between the parties (**Not Reproduced**) is silent on the type of printer that was to be supplied. However, Fred Holt tells you it is known in the printing industry that the Multimax V printer is inferior to the Multimax Xi.

DOCUMENT 2

TELEPHONE MESSAGE FROM MEILI YANG

Date: [Date]
For: Fehintola Oladipo
Taken by: Samantha Goodkind (Secretary)
Re: Injured at Work
Time: Call taken at 13.40

Meili Yang called wanting to speak to someone about an injury she has sustained at work.

She currently works as a forklift truck driver at Titlings Warehouse. Last week she was moving a heavy pallet of goods when the forklift truck tipped and she was thrown from the vehicle. She broke her leg and was concussed. She has been told that she will make a full recovery.

Her employer believes that she was at fault, having not considered the weight of the pallet before attempting to move it. However she is insistent that the pallet was in the wrong part of the warehouse and so she was of the opinion that the forklift truck she was driving would lift it.

I have told her that you will ring her back at the earliest opportunity (telephone number 012345 4210345).

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DOCUMENT 3

LETTER FROM BARRY WATERS TO PARKER & DUKE LLP

BARRY WATERS
(AGENT TO THE STARS)

14 Central Mews
Kempston
MK32 9RR

[Date]

Emily Duke
Parker & Duke LLP
Kempston
MK21 3AD

Dear Ms. Duke

Re: Payment of the outstanding £23,000

You have failed to pay the outstanding £23,000 as was stipulated in the contract you signed on behalf of Parker & Duke LLP. The monies became due over a month ago.

If I do not receive full payment within the next 14 days proceedings will be issued for the recovery of the £23,000 you owe.

Yours sincerely

Barry Waters

Barry Waters

ATTENDANCE NOTE RELATING TO SEBASTIAN HUMPHRIES

Attendance on: Sebastian Humphries
Attended by: Fehintola Oladipo
Date: [Today's Date]
Time taken: 20 minutes – attendance
5 minutes – dictating attendance note

Sebastian Humphries and his family visited Medshire Marina on the 3 September 2018. The marina is owned by Walter Spinks, who runs a watersports business from the site. On arrival at the marina, Adam Humphries, Sebastian's father, booked a 'Beginner's Jet-ski' lesson for Sebastian, who at the time was 15 years of age.

The jet-ski lesson was taken by Walter Spinks himself. Having had the controls explained to him, Sebastian was allowed to pilot the jet-ski on the marina. All was initially fine, with Sebastian keeping well below the 15 mph speed restriction. After about 5 minutes, Sebastian returned to the docking area, where Walter Spinks informed him that he was doing well but that he needed to now increase the speed to 15 mph, so that he could get the most out of the experience.

Sebastian took the jet-ski out in the marina for a second time and slowly began to increase the speed. As he increased speed, Sebastian noticed that he had passed the 15 mph speed restriction and was continuing to gain speed. Despite trying to slow down, the jet-ski approached 20 mph and Sebastian, unable to control it, crashed into the side of a boat.

As Sebastian was holding onto the handlebars of the jet-ski at the time of the collision, he broke both of his wrists. He was wearing a life jacket and was successfully rescued from the marina. He was taken to hospital where his broken wrists were put into plaster.

At the time of the accident, Walter Spinks was very apologetic and said that he could not understand why the jet-ski accelerated the way that it did. Sebastian's father, Adam Humphries, accepted at the time that it was an accident and did not pursue the matter further.

Sebastian always maintained that there was something wrong with the jet-ski and that he was unable to slow down because 'something had stuck' on the machine. Although his wrists have healed, he is still experiencing aches and pain in cold weather and he has been advised by his doctor that this is likely to be the case for the foreseeable future.

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EXTRACT FROM AQT PRINTER SUPPLIES LTD PARTICULARS OF CLAIM

In the County Court Money Claims Centre

Claim No: BD73432

AQT Printer Supplies Ltd (Claimant)

v

Cheropandy Printing Ltd (Defendant)

Particulars of Claim

1. The claimant is a company supplying digital printers for commercial use.
2. The defendant is a company providing commercial printing services.
3. On the 1st February 2022 the claimant and the defendant contracted for the delivery of a Multimax V Printer (the Printer).
4. The Printer was delivered on the 7th February 2022 as agreed.
5. The delivered Printer was of satisfactory quality and has not been rejected by the defendant.
6. The defendant was due to pay the claimant the sum of £36,000 by 8th March 2022.
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.

End of Case Study Materials