

## CASE STUDY MATERIALS

January 2012  
Level 3  
CIVIL LITIGATION  
Subject Code L3-9

The logo for ILEX, consisting of the word "ilex" in a blue, lowercase, sans-serif font.A diagonal banner in the top right corner with a grey background and black border, containing the text "StudentBounty.com" in white.

## 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 the case study materials. You will be required to answer all the questions on the examination paper.
- You should familiarise yourself with the case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss the 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 relates to the 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 text books into the examination.
- In the examination, candidates must comply with the ILEX Examination Regulations.

*Turn over*

\* This unit is a component of the following ILEX qualifications: **LEVEL 3 CERTIFICATE IN LAW AND**

## CASE STUDY MATERIALS

### ADVANCE INSTRUCTIONS TO STUDENTS

You are a trainee Legal Executive employed by the firm of Kempstons of Manor House, Bedford, MK42 7AB. Your supervising Fellow is Sarah Benson.

As part of your continuing training the following documentation has been given to you:

- Document 1**            Memorandum from Sarah Benson, supervising Fellow
- Document 2**            Interview Notes relating to incident at Go Faster Karting track
- Document 3**            Letter from Snapper & Co in relation to incident at Go Faster Karting track
- Document 4**            Preliminary Statement of Helen Roberts
- Document 5**            Extract from file of Audra Ulaski

**DOCUMENT 1**

**MEMORANDUM**

To: Trainee Legal Executive  
From: Sarah Benson  
Re: Work for this Week

As part of your continuing training it is important that you deal with the following matters:

**Go Faster Karting LLP**

We are instructed by Go Faster Karting LLP in respect of a claim being made against it. Please read the interview note and letter (**Documents 2 & 3**) and send a reply to Snapper & Co. Please continue to monitor the situation.

**Helen Roberts**

We are instructed by Helen Roberts in respect of a claim for her lost income. We have a preliminary statement (**Document 4**). Please move the matter forward.

**Audra Ulaski**

You need to telephone her and discuss the matter further. Look at the file (**Document 5**) before you call, you will see that the costs are being paid by the Dragon Insurance Company.

**Kathleen Fogerty**

We acted on Ms Fogerty's behalf in relation to her purchase of 43 Burlington Place, Kempston MK42 7NX. Having looked at the purchase file, there were no particular issues with the transaction. She has contacted us in relation to an independent surveyors report by Red Nightingale Surveyors, which was undertaken prior to purchase.

It now appears that there is a serious issue with the property which the original survey should have revealed. A further survey has been undertaken which indicates that the house has subsidence and that it will cost approximately £35,000 to put right. The matter needs to be discussed further, please arrange an interview with her.

**Donald Morgan**

Donald Morgan has telephoned and made an appointment concerning a personal injury claim he may have. He said he has limited financial resources, so please make sure you discuss how he will pay our fees when he comes in.

**Close Call Paper Ltd**

We are instructed by Close Call Paper Ltd. Clive Wallace from Close Call Paper wants to know how we are getting on with enforcing the judgment for £6,400 against Downing Printing, a sole trader business run by Sam Downing. Please look at the file and contact him to discuss further.

DOCUMENT 2

INTERVIEW NOTES

Date: 8 November 2011  
Attending: Sarah Benson/Robert Kingsman  
Matter: Civil Litigation – Personal Injury

Go Faster Karting LLP is owned and run by Jonathon Cravey and Robert Kingsman. The business was set up three years ago and Kempstons dealt with the registration of the business as a Limited Liability Partnership and the drafting of the partnership agreement. The firm has not drafted any other documentation for the business since the initial instruction.

Robert Kingsman is concerned about an accident that occurred at the karting track. On the 13 August 2010 the track was booked for a party of 12 people to celebrate the forthcoming wedding of one of them, Pavana Gowda.

The first race took place without any issues occurring and the group were enjoying themselves. As part of the package the group had booked to have champagne cocktails between races and Robert Kingsman noted that Pavana Gowda had three cocktails. About half an hour later, the second race took place. As far as Robert Kingsman was concerned, Pavana Gowda was not drunk but it was obvious that she was not used to drinking alcohol. He saw her stumble towards her go-kart and strap herself in. At this point Jonathon Cravey spoke to Pavana Gowda and asked if she was alright to drive the go-kart to which she replied she was.

During the first lap of the second race Pavana Gowda took the final corner too quickly and as a result the go-kart overturned. Robert Kingsman rushed over to Pavana Gowda and it was obvious that she was injured, though he was unable to tell to what extent. An ambulance was called and Pavana Gowda was taken to Kempston Cottage Hospital.

Robert Kingsman informed me that obviously they were concerned that a customer had been injured at the track and after a couple of weeks they contacted Pavana Gowda to see how she was doing. In a telephone conversation with Mr Jonathon Cravey she said she was on the mend and that she was sorry to have caused such a scene. As a gesture of goodwill the partners sent flowers to Pavana Gowda with a card expressing good wishes and a speedy recovery. Having heard no more from her, the matter was promptly forgotten by Robert Kingsman and Jonathon Cravey.

Last week the partnership received a letter from Snapper & Co (**Document 3**) which is attached to the file. Both partners are concerned that this matter is likely to go to court. Initial advice has been given and money taken on account. Note that there are no formal contractual terms in place with regard to those using the karting track.

DOCUMENT 3

Letter received from Snapper & Co

SNAPPER & Co  
6 Woodridge Row, Kempston, PJ42 7AH

3 November 2010

Go Faster Karting LLP  
East Drive  
Kempston  
MK42 4LP

Ref: PG/Civ/322

Dear Sirs

**Our Client: Mrs Pavana Chandna**  
**Re: Personal Injury Claim**

We represent Mrs Pavana Chandna (formerly Gowda) in relation to a personal injury claim against yourselves, Go Faster Karting LLP. On the 13 August 2010 she attended your karting track at East Drive Kempston and was injured as a result of your negligence. In particular the provision of a sub-standard kart and failure to maintain the track led directly to the injuries sustained by Mrs Chandna.

Mrs Chandna's injuries included a fractured clavicle (collarbone) and we estimate compensation to be in the region of £4,500.

Please send details of your insurer at the earliest opportunity to enable us to proceed with this matter.

Yours faithfully

RJ Snapper

### Preliminary Statement of Helen Roberts

My name is Helen Roberts and I live at 43 Holt Road, Kessington, ME3 1DR. I am a singer and have been singing professionally for the last 20 years. Five months ago I was approached by Claire Dobson from Magic Music Management Ltd (MMM). She telephoned me at home and told me that she had seen me perform and that the company wanted to manage me.

I was really pleased to hear that my singing had really impressed them and I asked her to come to my house to discuss the matter further. When Claire Dobson came round to my house, we discussed what MMM could do for my career. I was assured by Claire Dobson that MMM would provide all management support and would get me as many paid performances as I wanted. This was important to me as I rely on my singing to pay my bills.

Claire Dobson offered me a three year exclusive contract with MMM and I signed a contract to that effect. The contract was clear that I could not arrange my own performances; all of the arrangements had to go through MMM. I did not think this would be a problem due to the promise of as much work as I wanted.

About two weeks after I signed the contract I telephoned MMM and asked what performances they had arranged for me. I spoke to Richard Bagger the managing director of MMM. He said that he was really excited to be working with a performer of my calibre and that he would be in touch very soon to tell me what MMM had lined up for me.

After a further week of waiting for MMM to contact me I again phoned them to see why there was a delay in contacting me with details of the arranged performances. I was told that unfortunately both Claire Dobson and Richard Bagger were out of the office but a message would be left for them to contact me urgently.

Four weeks after signing the contract, Claire Dobson contacted me to say that they had arranged for me to sing at the Clements Retirement Home. This was not what I had been expecting and I asked how much I was to be paid for the performance. Claire Dobson informed me there was no payment for this performance. I was very shocked to hear this and I refused to perform. Claire Dobson did not seem surprised and just said she would be in touch.

Since my refusal to perform I have not heard anymore from MMM. Due to the lack of work I have now terminated the contract. I would have earned about £6,000 had I been working on my own account as the summer season is the most lucrative time of the year. I now seek this sum from MMM.

**Extract from Audra Ulaski File – Copy of letter written to Gomack Deep Cleaning Specialists**

Kempstons Solicitors  
Manor House  
Bedford  
MK42 7AB

11 November 2011

Gomack Deep Cleaning Specialists  
12 High Street  
Kempston  
MK42 3TC

Ref: AU/Civ/4281

Dear Sirs

**Our Client: Audra Ulaski**  
**Re: Damage to Carpets**

Thank you for your letter of the 2 November 2011. We duly note your assertion that you do not believe that you were at fault regarding the damage done to our client's carpets.

Our client has now been able to obtain appropriate quotes to replace the damaged carpets and the replacement cost is £2,400 including fitting.

As you are not prepared to negotiate further on the matter we have no other option than to begin proceedings to recover the above amount.

Yours faithfully

Kempstons

**End of Case Study Materials**

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