

CASE STUDY MATERIALS

January 2013
Level 3
CIVIL LITIGATION
Subject Code L3-9



CHARTERED INSTITUTE
OF LEGAL EXECUTIVES

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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 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 CILEx Examination Regulations.

Turn over

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

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer employed by the firm of Kempstons of Manor House, Bedford, MK42 7AB. You work in the civil litigation department and your supervising Fellow is Rachel Crispin.

The following documents are given to you by Rachel Crispin for you to consider while you continue your training:

- Document 1** Email from Sally Greaves
- Document 2** Attendance Note relating to Balraj Nakul
- Document 3** Draft Statement by James Surtees
- Document 4** Telephone Message from Taisha Williams
- Document 5** Letter from Harry Mountjoy, Mountjoy Motors

To: Rachel.Crispin@kempstons.org.uk

From: salgreaves@ispsas.co.uk

Sent: [Today's date]

Subject: Bright Tree Gardening Services

Hello Rachel

I am so pleased that my insurer has agreed to pay the legal costs for my case against Bright Tree Gardening Services.

I have now got a quote for the plants and flowers that idiot destroyed with weed killer. It comes to £850 and I will drop the quote off tomorrow at your office.

Look forward to seeing you soon.

Sally

Turn over

DOCUMENT 2

Attendance Note

Attendance on: Mr Balraj Nakul
Attended by: Rachel Crispin
Date: [Today's Date]
Time taken: 20 minutes – attendance
5 minutes - dictating attendance note

Mr Nakul is seeking damages for a personal injury claim. On the 24 August 2012 he attended the Lady Groves restaurant in Kempston together with other colleagues from his workplace. He ordered the chicken in white wine sauce, as did two other people in his party. Within two days he and the other two work colleagues became very unwell and tests showed they had developed salmonella food poisoning.

He suffered severe vomiting, stomach cramps and diarrhoea and he lost a lot of weight. As a consequence of the food poisoning he had to have surgery for a related condition which has led to a great deal of time off work due to which he lost earnings. He returned to work in late November 2012.

It appears to be a straightforward case with liability falling on the restaurant for the injuries sustained. In relation to this matter it is expected that the damages to be recovered will be in the region of £15,000.

Draft Statement by James Surtees

In early July 2012 I decided to arrange a birthday party for my wife, Mary Surtees, who would be 40 years old on 1 November 2012. The most appropriate time for a party to be held was Saturday 3 November 2012. To mark the occasion I thought it would be nice to have some fireworks and I carried out some enquiries to see whether there were any businesses available to provide such a service.

I found Pyro Professionals website and emailed them to inquire about providing a fireworks display in my garden. On 18 July I received a reply and I telephoned their office and arranged for them to come to my house to ensure that the garden would be suitable to hold a display. The following day Trevor Reynolds, the managing partner of Pyro Professionals, came to my house and we discussed the details.

Trevor Reynolds looked out of the window into my back garden and stated the garden was plenty big enough to hold a display. I was a little surprised that he did not actually go into the garden but as he assured me that the business had carried out hundreds of displays I thought no more of it. I agreed to have the Phantom Package which cost £2,740.

On the afternoon of 3 November Jason Cottingham, the other partner of Pyro Professionals, arrived and proceeded to set up the display for that evening. At 8.00pm the firework display began and I, my wife and guests went into the garden. The display reached its climax with a barrage of 24 rockets. The rockets were ignited and it was clear that something had gone wrong.

The majority of the rockets hit our house, smashed three windows and started fires inside. Fortunately nobody was injured though people were very frightened as a consequence of the barrage.

After several minutes of stunned silence I noticed flames coming from the master bedroom window. I quickly called the fire brigade who arrived within 15 minutes. By the time the fire brigade arrived nearly a quarter of the upper floor of the house had been fire damaged. The fire brigade put the fire out causing extensive water damage.

The following day upon inspection of the upper floor of the house it was clear that a substantial amount of damage had been done. I contacted Pyro Professionals who declined to discuss the matter with me. I have subsequently discovered that my house insurance does not cover situations where the damage is caused by explosives, of which fireworks are categorised.

Having received a number of quotes the damage which requires restoration will cost in the region of £40,000. The restoration needs to take place as soon as possible to ensure that further expenses are not incurred. We have used our savings to make the building water tight but we are not in a position to go any further with the restoration.

Telephone Message

Date: [Today's date]
For: Rachel Crispin
Taken by: David King
Re: Taisha Williams File
Time: Call taken at 16.20

Call from Ms Williams who explained she had seen Rachel on 7 November 2012.

Ms Williams asked whether there had been any progress on her case.

I looked at the file during the call and noted that the file relates to a claim for personal injury in respect of her recent road traffic accident.

I informed her that Rachel would contact her as soon as possible to update her on the way the case is moving forward.

Letter from Harry Mountjoy to Rachel Crispin

Mountjoy Motors
17 East Side
Bedford
MK31 8TB

14 November 2012

Rachel Crispin
Kempstons Solicitors
Manor House
Bedford
MK42 7AB

Dear Rachel

Re: Bloomsdale Wholesale Cars Ltd

Further to our telephone conversation I am writing to confirm our way forward in respect of the potential debt claim against me. The car I agreed to purchase from Bloomsdale's for £8,000 was a Zedan 2.4 litre. However, when I went to collect the car I realised it was a Zedan 1.8 litre, which is worth considerably less than the agreed price.

I immediately told Johnny Bloomsdale and refused to go ahead with the purchase. He laughed and said that I should have known better, but he would still expect to be paid.

I am not willing to pay for something which I did not agree to buy. I have already had a letter from Bloomsdale demanding the money; I expect to receive a claim very soon. Once I do I will send it on to you.

Regards

Harry Mountjoy

Mountjoy Motors

End of Case Study Materials

