

**CASE STUDY MATERIALS**

June 2013  
Level 3  
CIVIL LITIGATION  
Subject Code L3-9



CHARTERED INSTITUTE  
OF LEGAL EXECUTIVES

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**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 PRACTICE** and **LEVEL 3 PROFESSIONAL DIPLOMA IN LAW AND PRACTICE**

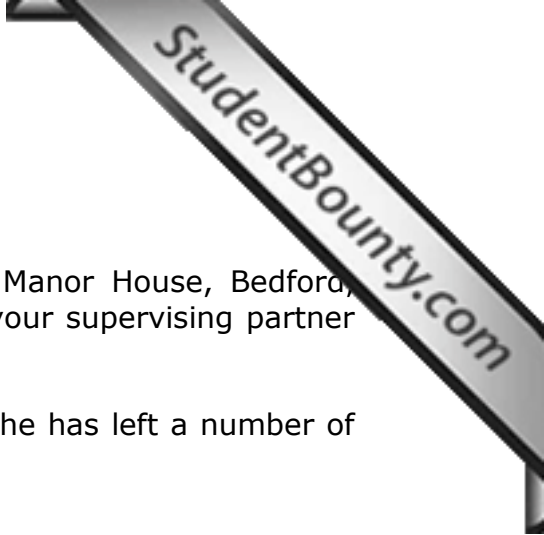
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**ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer in the firm of Kempstons of Manor House, Bedford, MK42 7AB. You are part of the civil litigation team and your supervising partner is Dinesh Malik.

You know that Dinesh will not be at work this week and he has left a number of files that you will need to work on in his absence.

- Document 1**            Memorandum from Dinesh Malik to trainee lawyer
- Document 2**            Attendance Note relating to Richard Compton
- Document 3**            Draft initial witness statement by Andrea Rotherton
- Document 4**            Letter from Milkingtons Holiday Park to Sarah Brown



**DOCUMENT 1**

**Memorandum**

**To:** Trainee Lawyer  
**From:** Dinesh Malik  
**Date:** [Today's Date]

Hi, sorry I cannot be in work this week, but as you know Sally is going into hospital for an operation. As well as the files I have left on your desk you need to also work on the Tepling File. The Claim has been issued and we await the response from Trace Team Ltd. This is a high profile case and as you will see from the file it is worth £28,000, so we need to ensure we act quickly.

Make sure you move things forward on this and the other files and I will catch up with you next week.

Dinesh Malik

DOCUMENT 2

Attendance Note

Attendance on: Richard Compton  
Attended by: Dinesh Malik  
Date: [Today's Date]  
Time Taken: 40 minutes - attendance  
5 minutes - dictating attendance note

Attending Richard Compton the sole owner of Saddle Up Partners, a riding school that specialises in cowboy themed treks and operates from Little Green Road, Kempston. The riding school takes treks of up to 15 customers, led by Richard Compton, through the Kempston countryside.

The Kempston Lady Singers contacted Richard Compton to book a trek for their end of year celebration to take place on 8 December 2012. There were 17 members in the group and at first Richard Compton declined to take the booking as he believed the group was too large for him to safely supervise. During negotiations it became apparent that five of the members were already competent riders and would not require supervision. On this basis Richard Compton informed Jemima Singlebrooke, the Chairwoman of the group, that he would be happy to take them on a trek.

On 8 December 2012, the 17 women arrived at the riding school and were shown to their horses. Each of the five accomplished riders was given a more lively horse to give them a better experience on the trek. The group set off on the trek and it appeared that all of the members of the group were happy with their horses. After half a mile the group were required to go over a busy road and all went well until Helena Savoy began to cross. As she crossed a car approached from her left at a moderate speed, slowing down as it approached the group.

As the car came to a halt the horse being ridden by Helena Savoy took fright and attempted to bolt. An accomplished rider would have been able to bring the horse under control, however, Helena Savoy was unable to do so and as a consequence she fell off, injuring herself. An ambulance was called and it took her to Kempston Hospital. Due to the accident Richard Compton took the decision to return to the riding school and the trek was cut short. All members of the Kempston Lady Singers were given a full refund.

Richard Compton thought no more of the incident. Last week he received a letter of claim from a firm of solicitors (not reproduced), stating that Helena Savoy is seeking to recover £16,000 in respect of the injuries she sustained through the purported negligence of Richard Compton in that he failed to provide her with a suitable horse. Richard Compton is outraged at the claim, he states that Helena Savoy had told him before she had set out on the trek that she had been riding for a number of years and that she 'liked a horse with a bit of spirit'.

I am in receipt of the solicitor's letter (not reproduced) and have arranged with Richard Compton for him to come to the office to discuss the matter further.

## DOCUMENT 3

## Draft Witness Statement

I, Andrea Rotherton, a businesswoman, of 11 Newton Way, Bedford will say:

1. I together with my now husband David Rotherton decided last year that we would like to get married and have our wedding reception at Checkington Hall, Kempston. Just before the time of the booking on 17 May 2012 I had a telephone conversation with the manager of the venue, Sebastian Verte, who assured me that the Hall would be an ideal venue for our wedding ceremony and reception.
2. After the telephone conversation both I and my husband attended Checkington Hall on 17 May 2012 to discuss and book the wedding and reception. We met with Sebastian Verte and decided upon the Fairytale Package. The package included exclusive hire of the venue (£5,000), a three course meal for the wedding breakfast (£3,300) and a drinks package (£1,500). We would also be provided with the bridal suite at no extra cost.
3. We were very happy with what was to be provided by Checkington Hall and I paid a deposit of £500, having booked the wedding for 9 March 2013. The remainder of the monies owing were to be paid a week before the ceremony.
4. I continued to make the rest of the arrangements required for my wedding and a week before my wedding day I was contacted by Sebastian Verte who requested the payment of the balance of the money for the use of the Hall. I was assured by Sebastian Verte at that time that everything was in order and that 'we would never forget the experience'.
5. On 8 March 2013, which was the day before my wedding, I was contacted by Sebastian Verte. I was informed that the ceremony would have to be delayed for an hour due to the Registrar being unavailable. Although I was disappointed, I agreed to the change. Sebastian Verte was very apologetic and stated that the change was beyond the control of Checkington Hall.
6. On 9 March 2013, which was the day of the wedding, our guests arrived and the marriage ceremony took place without any problems other than the delay which we had already been made aware of. We and our guests were escorted to the Damplore Room for our wedding breakfast. On entering the room both I and my husband were shocked to see that the decor and place settings were poor and not of the standard we were shown on 17 May 2012, when we had been shown the Mozart Room.
7. I was distressed and my husband went to look for Sebastian Verte to remonstrate with him. While my husband was away Sebastian Verte came to the Damplore Room to ask if everything was alright. I was crying and said to him that it was not alright and I wanted the Mozart Room set up as soon as possible. I was advised by Sebastian Verte that the room was not available and that this room would have to do.

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8. On my husband's return we made the decision to remain in the Dan... Room though we were not happy and felt that we would have no other alternative if we were to celebrate our wedding with our guests. The food and drinks provided by Checkington Hall were of a good standard and despite the poor surroundings we tried to make the best of the situation.
9. While eating our meal we were interrupted by a group of approximately 20 people who had been directed to the room by a member of staff. It was clear that they were in the wrong place and we later found out that they were part of a wedding party who were using the Mozart Room. To add insult to injury we were later allocated a standard room at Checkington Hall as the other couple were given the bridal suite.
10. We decided not to stay at Checkington Hall and left with our guests. Once we got back from our honeymoon I contacted Sebastian Verte to inform him that I required a refund of the £5,000 for not having the exclusive use of Checkington Hall, together with compensation for our ruined day. Sebastian Verte was sorry that we had not enjoyed our special day but stressed that the £5,000 would not be returned and that no compensation would be paid.
11. My wedding day was ruined as a consequence of Checkington Hall having a second wedding at the same time as ours. It is a day I will never be able to recapture and due to this I am seeking the sum of £15,000 to cover the return of the £5,000 paid for the exclusive use of Checkington Hall and a further £10,000 to reflect the loss of enjoyment and distress caused to our special day.

The contents of this statement are true.

DOCUMENT 4



Milkingtons Holiday Park  
Johnson Road  
Hillsworth  
GM3 7AB

Ref: SB/12/14

[Today's Date]

Sarah Brown  
16 Wendell Way  
Kempston  
MK42 4DC

Dear Madam

Re: Complaint about Accommodation

Further to your recent complaint about your caravan accommodation at our holiday park, we have now had the opportunity to investigate.

As is our usual policy, we clean the caravans each Saturday and we are scrupulous in ensuring that the accommodation is of the highest standard for those who stay. The caravan you were in was cleaned before your arrival to our usual exacting standards and we find that you have no reason to complain.

As such we will not be refunding the £900 as you have requested. We should point out that should you wish to take this matter further we would be happy to go through the CPA Mediation Service.

Yours faithfully

*Miranda Jakes*

Miranda Jakes  
Customer Services Manager

We are a Member of the Caravan Parks Association  
and fully support the CPA Mediation Service (CPAMS)

**End of Case Study Materials**

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