

**COUNCIL OF LEGAL EDUCATION**

**NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE  
FIRST-YEAR SUPPLEMENTARY EXAMINATIONS, 2003**

**CIVIL PROCEDURE AND PRACTICE I**

**(TUESDAY, AUGUST 5, 2003)**

**Instructions to Students**

- (a) Time: **3 ½ hours**
- (b) Answer **THREE** questions from Part A and **TWO** from Part B.
- (c) **Answer Part A and Part B on separate answer booklets.**
- (d) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
- (e) It is unnecessary to transcribe the questions you attempt.
- (f) Answers should be written in ink.

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**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.**

**Questions 1 and 2 are based on the following facts.**

On Monday February 17, 2003, Myron Parks, a self-employed carpenter of 23 Balizer Street, Freetown was driving his van licensed TBR 263 in an easterly direction along Palm Shore Avenue on his way to deliver a consignment of steel sinks to a customer. His son Tommy Parks, aged 6 was sitting in the passenger seat next to him.

A blue pick-up truck licensed TBX452 owned by Sweet Tooth Confectionery Co. Ltd. of 6 Plumrose Avenue, and driven by Deo Mohansingh, an employee of the company approached from the opposite direction.

The speed limit for motor vehicles travelling on the avenue is 50 k.p.h. but at the material time, Mohansingh was travelling at approximately 90 k.p.h.

Approximately 35 yards from Myron's vehicle, the pick-up truck developed a skid, veered to the right side of the avenue and crashed into Myron's van, severely damaging its entire left side.

While Myron was spared any injury, Tommy sustained the following personal injuries:

- (i) Fracture of the right femur;
- (ii) Lacerations and abrasions of the right hip.

As a result of the accident Tommy was hospitalised for a period of 8 weeks. For the first two weeks, Myron had to take time off from his work to attend to Tommy's needs and to comfort him. His loss of earnings for the period amounted to approximately \$27,000 a week.

The cost of repairs to the van amounted to \$113,800.

After the collision, Deo Mohansingh came out of his vehicle and proceeded to utter abusive and threatening language to Myron, blaming him for the collision. He then proceeded to take out a piece of iron from his vehicle and banged it against the front right fender and headlight of Myron's vehicle causing damage to it which amounted to \$130,500.

Myron and Tommy now come to you and retain you because they wish to take legal proceedings in this matter.

**QUESTION 1**

Advise the Parks as to the legal issues you will consider before commencing proceedings.

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**QUESTION 2**

Draft an appropriate statement of claim/particulars of claims on behalf of Myron Parks.

**(Candidates answering this question may supply any incidental information that may be necessary to draft the statement of claim/particulars of claim.)**

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### **QUESTION 3**

On April 25, 2003, Niro Gustav instructs you to commence legal proceedings against Ignatius Jones, a resident and citizen of Canada. Gustav informs you that he owns and operates a guest house at 16 Sun Grove Avenue, Pinewoods.

He further informs you that Jones who came to your country on holidays, stayed at his guest house for two weeks accumulating a bill in excess of \$280,600.

According to Gustav, Jones clandestinely left the guest house and returned to Canada without settling his bill.

Upon making enquiries of Ms. Latey, the Information Secretary at the Canadian High Commission, it is learnt that Jones resides at 112 Brentwood Drive, Franklin Lakes, Canada.

- (a) Briefly describe the steps which must be taken by you so that your client's matter can proceed.
- (b) Draft any affidavit which will be required in support of any of the steps to be taken at (a) above.

**(Candidates answering this question may supply any incidental information that may be necessary to draft the affidavit.)**

#### **QUESTION 4**

On August 21, 2002, Fred Carpenter, a cabinetmaker, enters into a written contract to supply twelve cabinets to Bargain Furniture Ltd. for the price of \$272,000. On December 1, 2002, when the cabinets were delivered, Teddy, the managing director of Bargain Furniture Ltd. refused to pay for them stating that he is dissatisfied with the quality of the workmanship.

You are consulted by Carpenter with a view to instituting legal proceedings against Bargain Furniture Ltd. He tells you that the cabinets delivered were in accordance with the terms of the contract and of the highest quality.

- (a) Describe the procedure that you would adopt in order to obtain judgment for Carpenter as quickly as possible, giving reasons for your choice of process.
  - (b) Describe the contents of the documents to be used in support of your choice of process and describe the various orders which the court may make in the circumstances.
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#### **QUESTION 5**

Advise the plaintiff/claimant on the procedural steps and the documents to be used in the following circumstances -

- i) In the defence to an action for goods sold and delivered, the defendant alleges that the goods are unmerchantable, but fails to give particulars thereof.
- ii) The defendant in an action for breach of contract, serves/delivers a defence containing scandalous allegations.
- iii) The defendant in a "running down action" fails to serve/deliver his defence within the time limited for so doing.

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## PART B

### Questions 6 and 7 are based on the following facts.

Mr. G.O. Getter, aged 45 and Miss Body Beautiful aged 19 were lawfully married at Saint Ann's Church, Firetown, in your jurisdiction, by the Rev. Jerry Christian on January 31, 1990. They established the matrimonial home at Peen Street, Jones Town, Firetown. At the time of their marriage, Mr. Getter was an Auctioneer and Miss Beautiful a student beautician. The couple had three children born to them:

Dick	-	born August 1, 1993
Thomas	-	born May 23, 1995
Harold	-	born December 24, 1998

Mr. Getter was doing very well and by 2000 they were living in a bigger home on Cherry Tree Hill. Mrs. Getter's Beauty Palour in Sloane Square was also doing very well. The title to the new matrimonial home at Cherry Tree Hill is registered in their joint names.

In August 2001, Mrs. Getter went to New York to a hair design training course for three months. While there she met a wealthy Trinidadian calypso singer and a relationship developed between them. She telephoned her husband and told him that she would not be returning to him. Mr. Getter went to New York and persuaded his wife to return to the jurisdiction.

This episode caused Mr. Getter to become extremely jealous of his wife. Whenever she came home late from her parlour, he would demand to know her exact schedule. Whatever her explanation, Mr. Getter would abuse her and insinuate that she had gone out with a man. On these occasions, he would search her handbag and inspect her clothes. As Christmas approached and the parlour became busy, he would telephone every half hour and ask to speak to his wife. This disrupted the running of the parlour and was the subject of endless whispering between the clients. Mr. Getter refused to let Mrs. Getter go anywhere without him. She could only go to church if he accompanied her and he reminded her several times a day that he was taking these steps for her own good.

On Christmas day, 2001, Mr. Getter invited his sister and her husband who were visiting from London for lunch. During the meal, Mr. Getter said he was so happy that he had only sons, that he did not intend to have any more children as he feared one might be a daughter who would grow up and be like his wife. He related how he had to be watching her night and day. Mrs. Getter got into a temper jumped up from the table and threw a dish containing hot vegetables in her husband's face. She said she could take no more nagging. Thereupon she packed her personal belongings and left the home.

Mrs. Getter who had been staying with friends since that day, rented a two bed room townhouse at 15 Long Mountain Road in March of this year. She went to the matrimonial home in the absence of Mr. Getter and took the three boys,

whom she had not seen since she left because Mr. Getter refused to let her have contact with them.

She tells you that she has resumed her liaison with her Trinidadian singer and she intends to go to U.S.A. to be married to him. He has agreed to be a step-father to the children although he has never met them.

**QUESTION 6**

Advise Mrs. Getter whether or not she has any grounds for a divorce and the necessary procedure to be followed. Also, outline the contents of any documentation required.

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**QUESTION 7**

Advise Mrs. Getter on the procedure you would adopt to make an application for custody of the children on her behalf and the likelihood of success. Outline the contents of the documentation required.

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**QUESTION 8**

Vivilto Adamson and Eva Batts lived together as man and wife in a house in St Marie between January 1998 and December 2000. John and Joan were born to Eva in August 1998 and October 1999 respectively.



The parties argued frequently after Joan's birth, primarily because Vivilto expressed his doubts that he could have fathered her. She looked so different from John. Vivilto also complained that Eva had grown cold towards him and after a fight on Christmas Eve in 2000, Vivilto left the home and has not since returned.

On October 20, 2001, Eva gave birth to another boy named Jack. Later that month she learnt, through a friend that Vivilto had gone to the U.S.A. on the farm work programme in January 2001.

Vivilto returned to the jurisdiction in October 2002.

Eva tells you that Jack is also Vivilto's son, but that when she spoke to Vivilto recently he told her that while John is his responsibility, she must seek maintenance for the other children, from the men with whom she has been going out.

Advise Eva.

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**COUNCIL OF LEGAL EDUCATION**

**NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE  
FIRST-YEAR SUPPLEMENTARY EXAMINATIONS, 2003**

**CRIMINAL PRACTICE AND PROCEDURE**

**(THURSDAY, AUGUST 7, 2003)**

**Instructions to Students**

- (a) Time: **3 ½ hours**
- (b) Answer **FIVE** questions.
- (c) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
- (d) It is unnecessary to transcribe the questions you attempt.
- (e) Answers should be written in ink.

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## **QUESTION 1**

During the night of February 10, 2003, Robman and Nowaz entered the dwelling house of Rushdie by breaking a window.

Rushdie had retired to bed having first secured all the doors and windows of his house. Robman put a knife to the throat of Rushdie and said, "Give me the key to the vault". Rushdie screamed and his boarder, Kray, apoliceman, went to his rescue. He held and disarmed Robman.

A few days later, Robman and Nowaz were detained by the police and subsequently identified by Rushdie and Kray at identification parades.

Draft an indictment containing two counts to be presented in the High/Supreme Court.

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## **QUESTION 2**

Sandwell was indicted for murder. The jury retired at 11:30 a.m. to consider their verdict, murder and manslaughter having been left for their consideration.

The jury returned at 12:25 p.m. and asked the trial judge to repeat his direction on provocation. The judge obliged and the jury went back. The jury then returned at 1:00 p.m. They made it quite clear that they could not agree on murder but that they probably would agree on manslaughter.

The judge discharged them from their obligation of returning a verdict on the major offence. He again repeated his direction on provocation and sent them back to consider manslaughter. By a majority of 11:1 Sandwell was found guilty.

He was sentenced to five years imprisonment and now wishes to know whether or not the judge erred in discharging the jury as he did and subsequently in proceeding to accept the manslaughter verdict.

Advise Sandwell.

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### QUESTION 3

Polo was indicted in the High/Supreme Court for murder. The transcript shows that the jury retired at 2:00 p.m. and returned at 4:30 p.m. The transcript discloses the following –

Registrar: Mr. Foreman, please stand.

Members of the jury have you arrived at your verdict?

Foreman: No.

His Lordship: The accused is remanded in custody for retrial at the next sitting of the Circuit Court/Assizes.

Foreman: My Lord, we would like some more time.

His Lordship: You, Mr. Foreman, think that with some more time you could arrive at a verdict?

Foreman: Yes, my Lord.

His Lordship: How much more time do you need?

Foreman: Two hours.

His Lordship: If you could not arrive at a verdict after two and one half hours, another two hours would hardly do you any good. If you think that another half-hour will suffice, I will be prepared to allow you half an hour.

The jury retired for another half an hour and returned with a unanimous verdict of guilty as charged. Polo was sentenced to life imprisonment.

When the accused was being removed from the dock, one of the jurors stood and told the judge that she had not agreed with the verdict and that the foreman had misled the court when he said that the verdict was unanimous.

Polo wishes to appeal and wants to know if he has any good grounds of appeal.

Advise him.

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#### **QUESTION 4**

Gaynor appeared before a judge and jury charged with wounding with intent in one count on an indictment. After two witnesses had given evidence for the

prosecution, his attorney-at-law spoke with him and then informed the judge that Gaynor wished to plead guilty to the lesser charge of unlawful wounding.

The trial judge immediately informed Gaynor's attorney-at-law that he was accepting the plea and that, in all circumstances he was sentencing Gaynor to a term of imprisonment for two years with hard labour.

Gaynor is dissatisfied especially as his attorney-at-law had told him that a guilty plea would most definitely result in a fine being imposed by the learned judge. Having thus lost confidence in his attorney-at-law, he consults you and seeks your advice as to the best course to follow as the assizes are still in session and the sentence has not yet been officially recorded.

- (i) Advise Gaynor;
  - (ii) In the event he has to appeal what steps must he take?
- 

### **QUESTION 5**

Lester was indicted for larceny and receiving in the alternative. The case proceeded on the basis that the larceny count was the realistic one for the jury to consider and the judge only directed the jury upon that count. The jury acquitted of larceny and convicted of receiving.

The judge accepted the verdict of not guilty, refused to accept the verdict of guilty and ordered that a fresh trial should take place.

At the new trial *autrefois convict* was successfully pleaded but the judge who accepted the plea proceeded to pass sentence in respect of the guilty verdict upon which it was based.

Write an opinion as to whether or not –

- (i) the judge at the first trial was right in refusing to accept the jury's verdict of guilty of receiving;
  - (ii) the judge at the second trial was right in accepting the plea of *autrefois convict*.
- 

#### **QUESTION 6**

- (i) Edward Bruce is charged with rape. The prosecution wishes to avoid committal proceedings.

What other courses of action are open to the prosecution to bring about Bruce's trial on indictment?

- (ii) Samby pleaded guilty to a charge of housebreaking and larceny. Upon hearing Samby's antecedents the magistrate made an order for a preliminary enquiry. Samby was eventually committed to the High/Supreme Court to stand his trial.

Samby wants to know if the magistrate was empowered to make the order for preliminary enquiry and if the committal was valid.

Advise him.

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### **QUESTION 7**

O'Riley pleaded guilty in the High/Supreme Court to counts 1,2 and 3 of an indictment. He pleaded not guilty to the remaining two counts on the indictment. His co-defendant who was charged jointly with him on counts 3, 4 and 5 pleaded not guilty to these counts and the case was put back for trial.

At the trial, count 5 was quashed at the invitation of the prosecuting counsel who conceded that the count was not properly joined and the co-defendant then pleaded guilty to counts 3 and 4. O'Riley was not re-arraigned. He was tried and convicted on count 4. Both men were sentenced.

O'Riley appealed against conviction on the ground that the indictment to which he had pleaded was defective by reason of the inclusion of count 5 and that his pleas were a nullity.

Advise him as to his chances of success.

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### **QUESTION 8**

Bristow was indicted for rape. At his trial, after the jury had retired, they sent a message to the judge asking for permission to leave the jury room for the purpose of obtaining lunch. The judge gave the necessary permission and the jurors dispersed for lunch.

After the jury had returned from lunch they told the judge, in court, that they would like further information on the distance from the accused person's house to



the scene of the alleged offence. The judge said, "If both counsel are minded to agree, I would wish this question to be answered".

Both counsel agreed on the distance and the judge gave this information to the jury.

Bristow was convicted and sentenced. He now wishes to appeal and wants to know if he has any good grounds of appeal.

Advise him.

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FIRST-YEAR SUPPLEMENTARY EXAMINATIONS, 2003**

**EVIDENCE AND FORENSIC MEDICINE**

**(MONDAY, AUGUST 11, 2003)**

**Instructions to Students**

- (a) Time: **3 ½ hours**
- (b) Answer **QUESTION ONE** and **FOUR** others.
- (c) **Answer QUESTION 1 on a separate answer booklet provided.**
- (d) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
- (e) It is unnecessary to transcribe the questions you attempt.
- (f) Answers should be written in ink.

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## PART A

### FORENSIC MEDICINE

#### COMPULSORY

#### QUESTION 1

- (a) What is the difference between a laceration and an incised wound?
- (b) In a murder trial, the defendant in his evidence stated that during a struggle for the alleged handgun the weapon was accidentally discharged, hitting the deceased in the left chest. In cross-examination by the prosecution, the defendant stated that the weapon at the time it was discharged, was about 18 inches from the deceased. The doctor in his evidence stated that an entrance gunshot wound was noted on the left anterior chest of the deceased and this wound was surrounded by a circular patterned abrasion. Gunpowder residue was also noted in the subcutaneous tissues of the wound.
- (i) In your opinion, what caused the circular patterned abrasion?
- (ii) What was the range of fire?
- (iii) Give a brief opinion as to whether the doctor's evidence correlates with the defendant's evidence.
- (c) With regard to the medical examination of a rape victim, name two test samples usually taken for forensic laboratory investigation. State briefly what is the legal significance of these tests.
- (d) State three causes of asphyxia.

## PART B

### LAW OF EVIDENCE

#### QUESTION 2

Describe and distinguish the terms in each of the following:

- (a) Facts in issue and collateral facts.
  - (b) Direct and circumstantial evidence.
  - (c) Documentary and real evidence.
- 

#### QUESTION 3

- (a) Jennifer is the sole beneficiary of a trust established by her late uncle and Frank is the trustee. Jennifer contends that Frank has converted some of the funds in the trust to his own use and wishes to sue him for breach of trust.

Advise Jennifer on the standard of proof.

- (b) Describe and distinguish between the legal burden and the evidential burden in criminal cases.
-

#### **QUESTION 4**

- (a) Jim, a rastafarian, is called as a prosecution witness in a criminal trial. On entering the witness box he indicates his wish to swear by "Almighty Jah, King Selassie".

The trial judge rules that such an oath is impermissible, because the Oaths Act of the jurisdiction contemplates a Christian oath.

Advise on the correctness of the Judge's ruling.

- (b) Are there any circumstances under which witnesses may give evidence in a trial in your jurisdiction other than on oath or affirmation?

Discuss.

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#### **QUESTION 5**

Clyde and Bob are on trial in the High/Supreme Court before a jury for a daylight masked robbery of a bank. Two key witnesses for the prosecution are Clyde's former girlfriend, Karen, and a passerby, John.

Karen drove Clyde and Bob to and from the scene of the robbery but the prosecution decided to use her as a witness to strengthen their case.

John saw Bob, who he did not know before, armed with a gun and putting on his mask just outside the bank. John was driving by at the time and saw Bob's face for about 5 seconds.

Discuss what special directions to the jury are needed, if any, in these circumstances. Give reasons.

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### **QUESTION 6**

- (a) Explain the general rule of finality of answers on collateral issues. Indicate the exceptions to this rule.
- (b) Serena is a witness in a murder trial and is called to give evidence for the prosecution on the basis of her written statement to the police identifying Jim as the murderer.

After Serena is sworn she refuses to answer questions from the prosecution concerning the murder.

What course of action is open to the prosecution in these circumstances?

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### **QUESTION 7**

Peter is charged on an indictment containing several counts of incest in relation to his two daughters who lived with him. There are separate counts in relation to each daughter.

There is nothing unique or strikingly similar in the manner in which the offences were allegedly committed, although the prosecution's case is that Peter

committed the offences over a long period of time and sought abortions for both daughters.

At trial, Peter's attorney-at-law submits that the evidence in relation to each daughter ought not to be admissible to help prove the other.

What approach ought the trial judge to take in deciding this issue?

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### **QUESTION 8**

Petrona is involved in a motor vehicle collision between her car and another car which speeds from the scene.

Petrona notes the licence number of the vehicle and dictates it to the investigating policeman who arrives on the scene. On the basis of this information the policeman arrests and charges George for dangerous driving.

At trial Petrona while giving evidence is unable to recall the license number of the car and the prosecutor seeks to have the investigating policeman testify to this from his note.

- (i) Is the investigating policeman's evidence as to the licence number of the vehicle admissible?
  - (ii) On the facts mentioned above could Petrona refresh her memory from the policeman's note and if so, in what circumstances?
-

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**LANDLORD AND TENANT**

**(FRIDAY, AUGUST 8, 2003)**

**Instructions to Students**

- (a) Time: **3 ½ hours**
- (b) Answer **FIVE** questions.
- (c) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
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## QUESTION 1

United Developers Ltd is the owner of a four-apartment building not subject to rent restriction legislation. In April 2002 it had entered into written agreements with the following four persons as follows –

- (i) with Oliver, for a term of ten years, to begin at a time to be determined by the parties;
- (ii) with Ricky the caretaker for the apartment building, for the duration of his employment;
- (iii) with Melody, a tenant from year to year, on condition that no other person is allowed to occupy the premises without the prior consent of United Developers Ltd.;
- (iv) with Tammy, for the term of one year and so on from year to year until the said tenancy shall be determined by United Developers Ltd. and until they shall require the said apartment for the purposes of their own business undertaking.

Ricky, Melody and Tammy took possession of their respective apartments on June 1, 2002, the commencement date of their leases. Last month (July 2003) United Developers Ltd. agreed to sell the entire building to Modern Estates Ltd. subject to United Developers Ltd. obtaining vacant possession of all the apartments.

United Developers Ltd. now seeks your advice as to the above leases.

Advise United Developers Ltd.

## QUESTION 2

- (a) In 2001, Paul Ennis agreed in writing to grant Lela Lewis a ten-year lease of the Old Cottage to take effect from January 1, 2002. Due to an oversight on the part of Ennis' attorney-at-law the lease was never executed. The written agreement provided *inter alia* that –

*“The rent shall be the sum of \$120,000 per annum payable in advance (whether formally demanded or not).”*

In December 2001, before Lela had taken up possession of the premises, Ennis wrote to her requesting payment of the first year's rent but she did not comply.

On January 1, 2002, Lela moved into the property and began paying a monthly rent of \$10,000 in arrears, which Ennis accepted. Lela now contends that she has a legal periodic yearly tenancy under which rent is payable in arrears.

Paul Ennis has sought your advice.

Advise him.

- (b) Taarra is the monthly tenant of a furnished apartment (not subject to rent restriction legislation) within a block of apartments owned by Ricardo. Last month Ricardo wrote to Taarra seeking an increase in rent. Taarra wrote back saying she would not pay an additional cent over the current rent for the pile of junk she occupied. Ricardo was angry by this reply and wrote to Taarra demanding that she vacate her apartment by 11:00 a.m. the following morning. Taarra did not comply and instead went off to work.

When she got back home in the afternoon she found that Ricardo had changed the lock to her apartment and thrown all her possessions out in the corridor. She was therefore unable to enter the apartment and had to stay in an hotel where she is still living.

Taarra has come to see you for advice.

Advise her.

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### **QUESTION 3**

Your client, Grad Uate, has come to see you. She tells you that two months ago she leased an upstairs studio apartment in August Hall (College of Letters). The lease is for two years certain with an option for an additional year if her studies so require. Although August Hall is located on the campus of the College of Letters, the college took a decision last year (2002) to lease the apartments in the Hall to post-graduate students as tenants. This arrangement the college hopes will ensure a far greater degree of responsibility on the part of the students than was previously the case when they were licencees.

Since she took possession, however, Miss Uate has experienced a number of difficulties with respect to her uninterrupted enjoyment of the property, which are seriously affecting her study programme. These are –

- (i) generally, noise from the adjoining apartments, but in particular the chanting, clapping and playing of music between 11:00 p.m. and 4:00 a.m. from the apartment immediately beside hers;

- (ii) cigarette and ganja smoke that permeates her apartment from the apartment immediately below hers;
- (iii) the various cooking smells that come from the communal kitchen which adjoins her apartment.

Miss Uate further tells you that she has spoken to the college administration in this regard but they have told her that the problems she is experiencing are due to the special design features of the building where the windows are at right angles to each other thus trapping sound, smoke and smell. In the circumstances, therefore, nothing can be done to address these problems.

Miss Uate is unhappy about this and seeks your advice.

Advise her.

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#### **QUESTION 4**

By a lease dated February 1, 1990, Earl Jones demised Florence Hall a historic Georgian residence to Anthony Smith for a term of 21 years. By clause 2 of the lease Anthony covenanted:-

*"To keep the demised premises and all additions thereto at all times during the said term in good tenantable repair."*

Last month (July) Earl having inspected the premises with a building contractor wrote to Anthony indicating that there were a number of serious dilapidations, which he listed as follows –

- (i) renew roof over kitchen and storeroom wing – cost \$100,000. The wood has rotted and the entire roof structure needs to be replaced;
- (ii) rebuild side wall of kitchen. Estimated cost \$200,000. The wall is unsafe due to old age. The work will involve compliance with heritage building standards;
- (iii) the main building needs redecorating throughout. Estimated cost \$250,000. The paintwork throughout has faded and turned grey and much of the external woodwork has rotted.

The current market value of the building in its present state is \$5.3M.

Advise Anthony as to his liability (if any) in respect of the defects stated above.

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### **QUESTION 5**

In 1983, Lady James granted Mishca a 20-year lease of a butcher's shop. The lease provides that Mishca should "maintain and keep the demised premises in good and tenantable repair". Also included in the lease is an option, which confers on Mishca the right –

*"After the expiration of 20 years from the date of the demise herein, by notice, to renew the lease of the demised premises for a further term of 20 years as from the expiry date of this demise on the same terms of this lease save that the rent for any renewed term shall be fixed having regard to the market value of the demised premises at the time of exercising this option and any renewed lease shall not contain this option to renew but, in any event, this option being conditional on the observance by the tenant of the tenants covenant in the lease."*

In 1995 Lady James sold her reversionary interests to Bobo Ltd. In 2002 Mishca served on Bobo Ltd. a notice of intention to renew as required under the terms of her lease. Her new landlords, however, have refused to renew the lease on the ground that Mishca by failing to repair a cracked concrete block wall at the side of the shop had breached the tenant's repairing covenant in the lease and is therefore barred from exercising the option.

Mishca admits to failing to repair the wall but contends that the cracking is *de minimis*.

Advise Mishca.

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#### QUESTION 6

In 1998 Lily acquired the freehold of a shop in a shopping plaza. The shop had been let on a 10-year lease in January 1995. The rent under the lease was \$360,000 per annum, payable quarterly in advance. The lease contained *inter alia* covenants against assigning or subletting without consent with a right of forfeiture and re-entry exercisable on breach of any tenant's covenants. Mike was the original tenant of the shop which he ran as a pizza take-away.

In 2001 Mike had asked Lily for consent to assign the lease but Lily took so long over the matter that the potential assignee withdrew.

In January 2003 Mike found another assignee, Mary, who had satisfactory references. Not wishing to risk any delay Mike assigned the lease to Mary without getting Lily's consent. In February 2003 Lily found out about this, however, her agent demanded rent by mistake for the March 2003 quarter.

In June the agent again demanded rent for that quarter but this time the demand was qualified by the words 'without prejudice'.

In July 2003 Lily served notice on Mary. On the following day she repossessed the property while it was unoccupied and changed the locks.

Advise Mary as to her rights (if any) in relation to the property.

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### **QUESTION 7**

Shawna is a tenant of a building with an annex, let to her by Kerry, at a monthly rent of \$18,000. She uses the premises partly as a residence and partly as a physiotherapy clinic. She rents the annex to Beryl, a nurse at the clinic for \$8,000 which rent also includes payment for meals. The last two months of rent has not been paid by Shawna.

Yesterday at 4:00 p.m. a bailiff entered the premises through the back door, which was shut but not locked. On seeing Shawna who was attending to a patient, Celia, who was lying on an orthopaedic bed, he said –

*"I have come to levy distress for arrears of rent."*

He requested Celia to get off the bed, which he seized along with a stroller she had brought onto the premises. He further seized a sewing machine, a television set and a laptop computer belonging to Shawna.

He then forced open the door to the annex and seized Beryl's bed and dressing table. He then left taking with him all the items he had seized. He returned one

hour later and drove away with Beryl's car which was parked on the roadway in front of the premises.

Shawna, Beryl and Celia have all come to see you.

Advise them.

---

### **QUESTION 8**

Powell, who lived in Birmingham, England for many years, recently returned to the Caribbean with his wife to spend his retirement years. Shortly after he returned from Birmingham, he purchased a house. The house is presently tenanted and has been so for the past five years but Powell says it is in need of substantial repairs, both internally and externally, as the tenant has failed to carry out any repairs during that time.

Powell plans to convert the house into two self-contained apartments. Thereafter, he plans to occupy one of the apartments and to let the other. He now discovers that the house is subject to rent restriction legislation. He therefore seeks your advice and wishes to know –

- (i) whose responsibility it is to carry out the necessary repairs in the absence of a written lease;
- (ii) what procedure he must adopt in order to have the present tenant, who is a monthly tenant, vacate the premises;



(iii) whether the apartment he intends to let will be governed by such legislation and, if so, what steps must he take before letting the premises.

Advise Powell.

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**COUNCIL OF LEGAL EDUCATION**

**NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE  
FIRST-YEAR SUPPLEMENTARY EXAMINATIONS, 2003**

**LEGAL DRAFTING AND INTERPRETATION**

**(MONDAY, AUGUST 4, 2003)**

**Instructions to Students**

- (a) Time:       **3 ½ hours**
- (b) Answer **FIVE** questions.
- (c) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
- (d) It is unnecessary to transcribe the questions you attempt.
- (e) Answers should be written in ink.

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**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.**

## QUESTION 1

Under the Public Servants (Pensions) Act, a public servant upon his retirement from the public service, was entitled to elect one of several prescribed superannuation allowance plans.

Gaylin Bates retired from the public service in 1989. Though married at the time, rather than elect the joint life and survivor plan he elected the single life plan, which provided a pension for ten years or as long as he lived, whichever was longer.

In 1999, The Public Servants (Pensions) (Amendment) Act was passed and provided as follows –

“12. Where a public servant is married on the date he elects a superannuation allowance plan, he shall be deemed to have elected that 60% of his superannuation allowance be paid on a joint life and last survivor plan unless the spouse waives this requirement in writing.”

On a joint life and last survivor plan, the superannuation allowance would continue to be payable to a surviving spouse.

Gaylin Bates died last month. Mrs. Bates has written to the Commissioner of Pensions requesting him to invoke section 12 so that she could continue to receive her husband's pension.

The Commissioner is of the view that section 12 does not apply in Mrs. Bates circumstances and has sought your advice.

Advise the Commissioner.

## QUESTION 2

Penny Plain has just completed the Legal Drafting Course and is eager to demonstrate her recently acquired skills. The following provisions appeared in a draft lease that Penny was asked to redraft –

**DAMAGE TO PREMISES.** The LESSEE covenants and agrees that the premises hereby leased and the fixtures of same shall be kept in good repair; that LESSEE shall pay for all repairs required to be made to the floors, walls, ceilings, paint, plumbing work, fixtures or any other part of the leased premises as aforesaid whenever damage or injury to same shall have resulted from any misuse or neglect on the part of Lessee; that rented premises shall be used only as a family dwelling. LESSEE shall not perform any repair on appliances or equipment of LESSOR but said repair shall be done only by LESSOR'S employees, contractors or agents, and LESSEE agrees to notify LESSOR accurately and promptly of any problem arising from aforesaid equipment if possible. LESSEE agrees to allow repairmen to enter leased premises to remedy said problems. Locks may not be changed without written permission. PROVIDED THAT the LANDLORD shall not be responsible or liable to the Tenant or any other person claiming by or through Tenant, for any injury or damage resulting from bursting or leaking of any pipes; nor for any damage or injury arising from the acts or neglect of co-tenants, their families or guests. No outside or attic aerials or antennae will be permitted on the building or premises. LANDLORD and/or his representatives may enter the leased premises at any reasonable time to make such repairs as may deemed necessary by LESSOR for the safety and preservation of the premises.

Penny's redraft was as follows –

Damage to Premises:

- (1) Lessee shall take good care of the premises and the fixtures.

- (2) Lessee shall pay for all repairs required to be made to any part of the premises, whenever the damage results from any misuse on the part of the Lessee.
- (3) Lessee only shall use premises as a family dwelling.
- (4) Lessee shall:
  - (a) not perform any repair to Lessor's appliances or equipment;
  - (b) notify Lessor of any problem with appliances or equipment;
  - (c) allow repairmen to enter the premises to remedy the problem;
  - (d) lessor shall perform the repair;
  - (e) locks may not be changed without written permission.
- (5) The Landlord:
  - (a) is not liable to Lessee for any injury or damage resulting from –
    - (i) bursting or leaking of any pipe;
    - (ii) the acts or neglect of co-tenants, their families or guests.

- (b) shall not permit the attachment of any attic aerial or antenna on the premises;
- (c) may enter the premises at any time to make necessary repairs.

Comment on the adequacy or otherwise of Penny's redraft.

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**QUESTION 3**

Patsy Cane was charged under section 20 of the Penal Code. That section provides as follows –

“Unauthorized –  
use of boat or  
vehicle

S. 20. Any person who shall enter or being upon the premises of any other person, and without the consent of that person wilfully take and carry away any carriage, wagon, buggy cart, boat, craft, vessel or any other vehicle whatsoever is guilty of a misdemeanour.”

The Crown/State alleges that Patsy, while visiting her neighbour's house took from the house a child's bicycle.

As Patsy's attorney-at-law, what would your arguments be in relation to the offence charged?

---

#### **QUESTION 4**

One month ago, Chico Perez, who is a 25 year old Cuban, was permitted into your territory on an ordinary tourist visa. Last week he applied under regulation 11 of the Immigration Regulations for an extended visa to remain for another three months. In his application he stated that he intended to take a short ten-week course in English during this period.

The Immigration Regulations define "Tourism" as "participation in travel, amateur sporting activities, informal study courses, relaxation, sightseeing and similar activities."

Regulation 11 provides –

"An application for an extended visa may be granted by the Minister if:

- (a) the application is made in the jurisdiction;
- (b) the Minister is satisfied that the further period of stay is not sought for the purpose of commencing, continuing or completing any studies or training;
- (c) the Minister is satisfied that the applicant, if granted the visa, will comply with the following conditions,
  - (i) not to engage in any work;
  - (ii) not to engage for more than three months in any studies or training;
  - (iii) if over 16 years old and intends to study in a classroom environment for more than four weeks, will be examined by a medical practitioner and found to be in good health."

The Minister refused Chico's application on the ground that Chico intends to commence studies contrary to section 11(b).

Chico wishes to appeal the Minister's decision and seeks your advice.

Advise Chico.

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### **QUESTION 5**

Six months ago, at around 3:00 a.m., the police stopped a car that Trickster was driving and found in it a screwdriver, a flashlight and a crowbar. Trickster was arrested, charged and eventually convicted under section 9 of the Criminal Code, for having in his possession, instruments for house-breaking.

In determining the meaning of "instrument for house-breaking", the Court considered certain remarks of the Minister as set out in the Hansard Reports of 1999 and which were made by the Minister when the Code was being debated in Parliament. The Court accepted those remarks as bearing on the meaning of "instrument for house-breaking".

Trickster wishes to appeal the conviction and has sought advice from your law firm. There is a disagreement in your office as to whether to advise Trickster to appeal. Those in favour state that the court ought to have construed the Code literally, calling in aid only those things found within the four corners of the Code and that the Minister's statement should not have been taken into consideration.

What is your opinion? Give reasons.



## **QUESTION 6**

A statute, which came into force on March 1, 2000, provides that:

"All actions against the owner or board of management of a hospital for damages sustained by any person by reason or in consequence of any act of negligence shall be commenced within one year after the cause of action arose; and every action within the scope of this section that is not commenced within the period so limited shall be absolutely barred."

Prior to the coming into operation of this statute the period of limitation was three years.

In September 1999, a patient in a hospital suffered injury as the result of the negligence of a nurse employed by the hospital while acting in the course of her duties.

In December 2000, the patient brought an action for negligence against the hospital. The hospital pleaded that the action was barred by the statute quoted above.

As the judge at the trial, what decision would you give? Give reasons.

---

## **QUESTION 7**

The defendant, Slippery, a motorist, stopped his car on the near side of a street which was twenty feet wide, looked in both rear view and side mirrors and was unable to see any other vehicle. He then opened the door to the road about one foot and an over-taking vehicle collided with the door.

He was charged with having opened the door of a motor vehicle on a road so as to cause danger to other road users contrary to regulation 17 of the Road Traffic Regulations. That regulation states as follows:

"No person shall open or cause or permit to be opened any door of a motor vehicle on a road so as to cause injury or danger to any person."

In his defence he contended that the overtaking driver should have allowed himself greater clearance distance. He also argued that it was absurd that he should be guilty of the offence when he had done all that was reasonable for a driver to do in the circumstances.

The magistrate before whom the matter was heard agreed with the submissions of Slippy and dismissed the case.

The prosecutor has appealed this decision by case stated to the Court of Appeal on the ground that the offence was absolute and the magistrate erred in law in arriving at his decision.

As a Judge of the Court of Appeal what is your judgment? Give reasons.

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## QUESTION 8

In the context of the modern application of the Mischief Rule, comment on the following passage from Heydon's Case: [1584] 3 Co. 7a; 76 E.R. 1129.

"And it was resolved by them, that for the sure and true interpretation of all statutes in general (be they penal or beneficial, restrictive or enlarging of the Common Law,) four things are to be discerned and considered:

- 1<sup>st</sup> What was the Common Law before the making of the Act.
- 2<sup>nd</sup> What was the mischief and defect for which the Common Law did not provide.
- 3<sup>rd</sup> What remedy the Parliament hath resolved and appointed to cure the disease of the Commonwealth.

And, 4<sup>th</sup> The true reason of the remedy; and then the office of all the Judges is always to make such construction as shall suppress the mischief, and advance the remedy, and to suppress subtle inventions and evasions for continuance of the mischief, and pro privato commodo, and to add force and life to the cure and remedy, according to the true intent of the makers of the Act, pro bono publico".

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**COUNCIL OF LEGAL EDUCATION**

**NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE**

**FIRST AND SECOND YEAR**

**SUPPLEMENTARY EXAMINATIONS, 2003**

**REMEDIES**

**(WEDNESDAY, AUGUST 6, 2003)**

**Instructions to Students**

- (a) Time:       **3 ½ hours**
  
- (b) Answer **FIVE** questions.
  
- (c) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
  
- (d) It is unnecessary to transcribe the questions you attempt.
  
- (e) Answers should be written in ink.

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**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED**

## QUESTION 1

The Appointments Committee of the School of Music offered Mr. Alexis Britanda a three-year contract as Professor of Music with special responsibility for the development and highlighting of local musical genre. He was also charged with the responsibility of devising methods to prepare musical score sheets to bring the local music into the musical mainstream. One year and six months into Mr. Britanda's contract students complained that Mr. Britanda really had a deep disdain for the local music although he had an abiding "passion" for jazz.

By letter dated June 25, 2003, Mr. Britanda was transferred with no loss of pay to the Literature department to work as a Lecturer and to develop a study in Taino Musical and Literary Heritage. He was told that the School had a good collection of Taino artefacts, which could be closely studied.

Mr. Britanda's wife, Maxine was on January 2, 2003, given a three year contract as an executive secretary to work in the Department of Music. Other executive secretaries complained that she channeled all her work to them while spending her time in conversation with her husband. She came to work late and left early.

The Principal of the School of Music on hearing these complaints by letter dated June 30, 2003 terminated Maxine's services with immediate effect. The letter contained a cheque representing one month's pay in lieu of notice.

Mr. and Mrs. Britanda have both sought leave to apply for judicial review of the decisions of the Appointments Committee and the Principal. They are each seeking a declaration, certiorari, and mandamus.

The Principal of the School of Music consults you and requires you to advise him –

- (i) whether these reliefs are available to Mr. and Mrs. Britanda; and

- (ii) what, if any, private law remedies may be available in respect of each of the Britandas.

Advise the Principal.

---

## QUESTION 2

Mrs. Marie Morie whose husband was injured in a road accident informs you that she wants to sue the owner of the vehicle for the injuries suffered by her husband who was passenger in the said vehicle at the time of the accident. Mr. Morie is still in the Central Hospital.

This is the twelfth week since the accident and he is not making as much progress as he should.

Mr. Morie's brother, Ed, who is accompanying Mrs. Morie, tells you that he flew from the USA to see his brother and he is far from satisfied with his brother's condition. He complains of the lack of high tech equipment in the hospital, which he describes as a "veritable almshouse masquerading as a hospital".

He expresses his intention to remove Mr. Morie from the Central Hospital and place him in a hospital in New York. Ed is of the view that the doctors are not as skilled as those in New York.

Mrs. Morie tells you that her husband knows of you and desires to retain you to look after his interest.

- (i) State, giving reasons, what additional information you require.
- (ii) Draft any documents necessary to obtain the medical report.
- (iii) Ed wants to know if there is any objection to placing Mr. Morie in a New York hospital and whether he can recover his (Ed's) plane fares.

Advise.

---

### QUESTION 3

David is the owner of a four-year old mechanical digger, which he hired out at a daily rate of \$10,000. He was in the habit of replacing the digger every five years. On May 2, 2003, while the digger was being transported to a building site it fell from the transport over an embankment and crashed into a cottage.

Mario, the owner of the transport was entirely to blame. The digger was destroyed and the cottage owned by Jacob Smyth was damaged. Jacob's neighbour, Miranda who had just left Jacob's cottage, heard the crash, turned to see, and fainted at the thought of what could have happened to her had she delayed for a minute longer on Jacob's verandah. Miranda was hospitalized for four days and is still under sedation.

David, who shortly before the accident, had ordered a new digger from the local agents, decided to hire a substitute digger at the rate of \$5,000 per day until the arrival of the new digger, which was delivered after a period of 12 weeks.

A distressed Mario consults you.

Advise him in respect of any liability to compensate –

- (i) David the owner of the digger;
- (ii) Jacob Smyth the owner of the cottage;
- (iii) Miranda who suffered nervous shock.

---

#### QUESTION 4

The following is a memorandum you have received from a colleague in the firm where you work as part of the litigation department.

#### MEMORANDUM

FROM : Sorter  
TO : Counsel  
SUBJECT MATTER: Damages and Compensation for Mr. Aquisance  
and Children

---

Our client, Mr. Aquisance, was married to an unusual lady doctor, Ms. Sagan, who died three months after she was admitted to hospital on August 4, 2002.



She was trying out a new drug which she decided to inject into her own body as best proof she could have of its efficiency.

The drug proved to be toxic and the manufacturers who had thought that our client had forgotten about them after he had received some money under a life policy may not be willing to settle now. We therefore, have to prepare for a legal battle.

Between 1990-1995, Ms. Sagan was an active member of the Women's Liberation Movement and during that period she gave birth to three children, Tracy 13, Sean 11, and Megan 8. She subsequently married Mr. Aquisance, a male nurse, with whom she had two other children, Jorge 6, and Jordance 5. He was not the father of any of the first three children. Ms. Sagan had however, always insisted that her three children were not to be regarded as children of the family and her husband never assumed any responsibility for them. Ms. Sagan was solely responsible for them.

Since his wife's death, Mr. Aquisance has been bringing up the five children on his meagre salary and the money paid under the life insurance policy mentioned earlier.

He had been told by a friend that he and the children could claim compensation from the manufacturers of the drug that caused Ms. Sagan's death and now wishes to take legal action.

Mr. Aquisance consults you. Advise on –

- (i) any cause of action against the drug company;
- (ii) the basis on which any damages will be computed.

## QUESTION 5

Joe and Angie Cadogan have recently returned from the U.S.A. They purchased a book from XYZ Bookstores entitled "All you need to know about Architects, Builders, Surveyors, Tradesmen and Other Professionals". They wanted to find a suitable builder to construct their house.

They perused the book and selected a firm of architects and builders – Ye Olde Architects and Building Contractors. They visited their offices and were favourably struck by their old world charm, courtesy and good manners. The Cadogans were served refreshments, which somehow made them feel unusually relaxed and good humoured. Without making any attempt to investigate this company or seek legal counsel they signed the company's standard form agreement, thus retaining the company to build their house. The contract provides, *inter alia* –

- that should the contractors fail to complete, finish and hand over the building on the completion date or breach the contract in any way, the contractor is liable to pay as a penalty, a sum equivalent to 10% of the value of the house.
  
- Should the owner for any reason whatever fail to pay the requisite advance to the contractors or fail to hand over the building site to the contractors on the commencement date, the owner is liable to pay to the contractors as liquidated damages, a sum calculated at 10% of the total cost of the building to be constructed.

### **Interpretation**

"In these presents –

"Contractors" means Ye Olde Architects and Building Contractors;

"Owner" mean Joe and Angie Cadogan."

The Cadogans desire to have their \$10.5M house constructed over a six-month period starting on September 1, 2003, according to the agreement between them and the Contractors.

Advise the Cadogans on the default clauses.

---

**QUESTION 6**

In an action against Mandos Inc. for negligently caused injuries, John, a paralegal Clerk, aged 24, was awarded damages as follows –

**General Damages**

Pain and suffering and loss of amenities	-	\$1,500,000
Nursing care and attendance for the future	-	\$1,350,000
Loss of future earnings	-	<u>\$2,450,000</u>
Total	=	\$5,300,000

**Special Damages**

Cost of providing ramp and other facilities to accommodate his incapacity	-	\$350,000
Medical, hospital and nursing care and attendance	-	\$760,000
Transportation	-	\$ 15,000
Wheelchair	-	\$ 20,000
Special Diet	-	<u>\$ 65,000</u>
Total	=	\$1,195,000

The medical evidence at the trial indicated that there was no shortening of John's life expectancy, however, he would need constant nursing care and attendance for the rest of his natural life. After the conclusion of the hearing and while John was being helped across the street, his wheelchair collided with a car and John and his cousin, Wilcard who was pushing the wheelchair were killed on the spot.

You are the defendant's attorney-at-law.

Advise the defendant on the implications of this new development in respect of the award of damages already handed down against him.

---

### QUESTION 7

Allestra Bisma is "banker" for a "pardner" (variously styled syndicate, partner-draw, box, meeting turn, sou-sou) in which there are twelve members. The "pardner" commenced on January 2, 2000, with each member 'throwing a hand' of \$6,000 per month. Each member is entitled to "draw" a total of \$72,000 as his/her hand. According to Mrs. Bisma's notebook the order of each draw is as follows –

January 31, Felestina Crash (first hand of \$72,000)  
February 24, Angustine  
March 31, Benjie  
April 30, Corian  
May 31, Alicie  
June 30, Jimmie  
July 31, Juline  
August 31, Allestra

September 30, Novelline

October 30, John and Nellie (half hand each)

November 30, Allestra

December 31, Allestra

After Ms. Crash received her 'draw' she refused to continue with her monthly hand thereafter. Mrs. Bisma paid on behalf of Crash who has refused to reimburse Mrs. Bisma.

Advise Mrs. Bisma on any cause of action open to her and whether she could claim interest from Ms. Crash. (N.B. This must not be confused with a pyramid scheme.)

---

### **QUESTION 8**

In December 2002, Aerated Beverages Limited, your clients, entered into an agreement with Sugar Processors to supply them with a consignment of syrups to be delivered to your clients' factory in time to meet the heavy Christmas demand for aerated and other sweet beverages.

On December 21, 2002, the contractual date for delivery, the delivery van, loaded with the consignment of syrups, collided with another vehicle while en route to your client's factory. The van was severely damaged and unable to complete the delivery. There was no damage to the syrup, which was expertly packaged in sturdy plastic containers.

A van owned by Run Jostle Limited was entirely to blame for the collision.

On hearing of the accident, the suppliers at no cost to your client engaged a truck from Haulers and Carriers Limited (H & C Ltd.) to transport the syrups to their destination. The syrups were safely delivered but two days later than the contract date.

Your clients, with a very large number of orders to fill, had been operating on a 24-hour per day basis since mid-December 2002, and processing and bottling of drinks continued on an accelerated basis. Their warehouse was packed with crates of drinks.

A newspaper published on December 22, 2002, reported that a certain water source under the control of Water Suppliers Limited, had been contaminated. Water Suppliers furnish your clients with water. Your clients' general manager hastily submitted samples of their processed drink to the Bureau of Testing. The Bureau tested the samples and reported that all samples were contaminated.

The Bureau required a complete quarantine of your clients' warehouse, immediate recall of all drinks delivered from December 21, 2002, and closure of the factory for 14 days for decontamination procedures (including destruction of stocks of finished drinks) to be undertaken.

Your clients have complied with the directions from the Bureau and have also decided to publish a daily advertisement in the local newspaper informing the public that their factory is temporarily closed for reorganization although supplies could be obtained from their newly established depot. They rented temporary premises and airfreighted beverages from a neighbouring territory for distribution. This unexpected expenditure forced Aerated Beverages to borrow money at commercial interest rates to carry on their day-to-day activities.

The managing director of Aerated Beverages Limited expressed the view that Water Suppliers Limited should be punished, among other things.

Advise your clients on the causes of action and measure of damages available to them and the basis for computation of any quantum to be awarded –

- (i) against Sugar Processors;
  
  - (ii) against Water Suppliers Limited.
-