

**COUNCIL OF LEGAL EDUCATION  
NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE  
SECOND YEAR SUPPLEMENTARY EXAMINATIONS, 2025**

**CIVIL PROCEDURE AND PRACTICE II  
(TUESDAY, AUGUST 5, 2025)**

**Instructions to Students**

- (a) Time: **3 ½ hours**
- (b) Answer **ALL** questions from Part A and Part B.
- (c) Answer Part A and Part B in separate answer booklets.
- (d) In answering any question, a candidate may reply in accordance with the law of a Commonwealth Caribbean territory zoned for this school, **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 black or dark blue ink. Erasable pens are not allowed.
- (g) Calculators may be used and are provided.

---

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

## **PART A**

### **INSTRUCTIONS**

#### **Instructions:**

All figures referred to in the paper are stated in United States currency.

The claim is not, however, one for United States currency.

You may either:

- (i) use the figure as is, assuming that it is sufficient for the matter to be before the Supreme/High court of your jurisdiction; or
  - (ii) update the given figure to an equivalent sum in the currency of your jurisdiction, using the following exchange rates.
- Jamaica: J\$150.00 - US\$1.00
  - OECS: XC\$2.70 - US\$1.00
  - Belize: BZ\$2.00 - US\$1.00
- 

#### **QUESTION 1**

**You are required to answer both (a) and (b).**

- (a) Your client, Polly Peckitt, was successful in her claim for damages for personal injuries against Tasty Treats Bakery Limited (Tasty Treats) arising from a motor vehicle accident in June 2022. The accident involved Polly's vehicle, a truck driven by an employee of Tasty Treats and a car driven by Lads Nugent. The court found that Tasty Treats was wholly responsible for the accident, awarded damages to Polly in the sum of \$600,000 and ordered that Tasty Treats pay the costs of both Polly and Lads. Tasty Treats has appealed the decision.

The judgment remains unsatisfied. The following is an extract from Polly's most recent email to you:

*I see where you wrote to Tasty Treats regarding the judgment. I cannot believe that they have not yet complied with the order of the court. I know there is an appeal but can they just stall? It is not as though they are not doing good business and have no money. They own that building they do business from at 67 Love Lane, I saw that in the newspaper. There was a write up about it when they acquired it from the Parish/District Council last year. At the time, it was worth \$320,000. They also showcased some newly-purchased high tech baking equipment valued at \$15,000 in the article.*

*Can't you find out what else they own? My medical bills keep piling up and I need to pay your fees. When can I get the money from them?*

Your searches disclose that the property at Love Lane is owned by Tasty Treats and is subject to a mortgage in the sum of \$200,000.

Write a letter to Polly addressing her concerns.

- (b) You act for Skotch Brighte, a defendant in a claim for goods sold and delivered, brought by Steele Wools. The trial of the matter was held on July 25, 2025 and the court ruled as follows:

*I find that the defendant's evidence that he had not agreed to pay the sum claimed for the goods supplied is unsupported by the available documentary evidence. I also find that, contrary to the defendant's evidence, the goods were supplied on time, were fit for purpose and in good condition when delivered.*

*In the circumstances, I make the following orders:*

- 1. Judgment for the Claimant in the sum of \$50,000.*

2. *Interest.*

3. *Costs awarded to the Claimant to be taxed if not agreed.*

Mr. Brighte wishes to challenge the decision of the judge.

Write a letter to the client outlining the steps that should be taken in light of his instructions and enclosing the draft Notice of Appeal. (The relevant form is provided.)

---

## **QUESTION 2**

Your client, Phones Galore Limited (PGL), owns mobile phone stores in your jurisdiction which sells mobile phones and mobile phone accessories. PGL has an exclusive distribution agreement with a multinational mobile phone manufacturer, Krypton Mobile Inc. (Krypton Mobile) for the distribution of their “KM” phones.

Recently, however, and notwithstanding your client’s agreement with Krypton Mobile, Krypton Mobile entered into an agreement with Glitch Mobile Limited (Glitch) for the distribution of KM phones in your jurisdiction.

After PGL’s Chief Executive Officer, Penny Favour, saw an advertisement for KM phones on Glitch’s Instagram page, she visited a Glitch store and saw the phones being offered for sale. Consequently, PGL brought a claim for damages against Glitch and Krypton Mobile alleging wrongful interference with a contract and breach of contract, respectively.

PGL instructs you that Glitch, which has more stores than PGL across the jurisdiction, is selling the phones for ten percent less than PGL and, as a result, PGL is experiencing a contraction of sales. They wish to curtail the sale of the KM phones until the trial of the claim.

Advise PGL on the steps they can take to prevent the sale of the KM phones by Glitch. Your advice should outline the contents of any application the court will be asked to make, including any order as to costs and the likelihood of success of the application.

**PART B**

**LAW OF ASSOCIATION**

**(This Part must be answered in a new answer booklet and titled Part B)**

**QUESTION 3**

Rose and Marie Smith were the only directors and shareholders of Golden Weddings Limited (the company). The company, incorporated in 1985 as a private company, limited by shares, offered exquisite, highly personalised wedding planning services. However, over time, operations ceased due to increased competition and the advancing age of the operators. The company sold its assets and settled its liabilities.

Kim Holmes, Marie's daughter, is a successful pastry chef, and wishes to carry on the family business. Rose and Marie are happy to allow her to carry on the business. Kim makes enquiries at the company's office and finds out that the company has been struck off the register. The company had been deemed defunct by the Registrar and was dissolved in 2022. Rose and Marie are willing to facilitate the process of having the company restored to the register.

Kim visits your office and seeks your advice on the following:

- (i) the process by which the Registrar would have dissolved Golden Weddings Limited;
- (ii) the process by which the company may be restored to the register; and
- (iii) the process for the calling and the holding of general meetings of Golden Weddings Limited, once restored.

Write a letter to Kim, outlining your advice.

---

**END OF PAPER**