

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

**LEGAL EDUCATION CERTIFICATE
SECOND YEAR EXAMINATIONS, 2026**

CIVIL PROCEDURE AND PRACTICE II

(WEDNESDAY, MAY 6, 2026)

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.
- (h) Forms are provided.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

PART A

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\$160.00 - US\$1.00
- OECS: XCD\$2.70 - US\$1.00
- Belize: BZD\$2.00 - US\$1.00

The following facts should be used to answer both Questions 1 and 2.

You are an associate attorney-at-law in the firm Spana Inlay. The firm acts for and on behalf of CareeBtech Solutions Limited (CareeBtech), in a claim brought against it by Med-Island Supplies Limited (Med-Island). Med-Island is represented by the firm Chart & Course.

By way of a contract dated January 10, 2024, Med-Island, a jurisdiction-based distributor of medical equipment, entered into a written contract with CareeBtech, a regional software development company based in your jurisdiction.

Under the agreement, CareeBtech was to design and implement a cloud-based inventory management system tailored to Med-Island's operations. The system was intended to track stock levels of critical medical supplies across hospitals and pharmacies, an issue of growing public concern due to ongoing reports of shortages and supply chain disruptions in the jurisdiction's healthcare sector.

The key terms of the contract included:

- Completion and delivery of the software system by June 30, 2024.
- A total contract price of the equivalent, in the currency of your jurisdiction, of US\$80,000, with 60% paid upfront and the remainder due upon delivery.
- A clause requiring the system to be fully functional and compliant with data protection standards.
- A penalty clause stating that delays beyond 30 days would result in financial penalties, unless caused by unforeseen circumstances.

Med-Island paid the initial 60% deposit as agreed. However, by the June deadline, CareeBtech had failed to deliver the completed system. CareeBtech attributed the delay to “unexpected technical challenges” and workforce shortages.

Despite assurances, the system was still incomplete by September 2024, and the version ultimately delivered allegedly contained major defects, including:

- an inability to accurately track inventory in real time;
- frequent system crashes; and
- non-compliance with basic data security requirements.

As a result, Med-Island continued to rely on manual systems, leading to stock mismanagement and the loss of several key supply contracts with hospitals.

Med-Island subsequently terminated the contract and filed a claim for breach of contract against CareeBtech seeking recovery of the deposit paid and damages for financial losses and reputational harm.

CareeBtech denied liability, including on the following bases:

- The delays were caused by industry-wide labour shortages in the tech sector.
- Med-Island failed to provide timely feedback during the development process.
- The delivered system constituted “substantial performance” under the contract.

QUESTION 1

The case management conference for the matter was held on January 20, 2025, and an order was made for standard disclosure on or before February 28, 2025, and inspection on or before March 28, 2025.

(a) Assume it is January 21, 2025.

Required:

Write a letter to your client explaining (i) the necessity of making full disclosure in accordance with the terms of the order for disclosure and the civil procedure rules; and (ii) the possible consequences of failing to do so.

(b) Assume it is February 10, 2025. The documents (categories of documents) discovered include the following:

- (i) The software development contract dated January 10, 2024, between Med-Island and CareeBtech including all terms, specifications, and clauses.
- (ii) Email correspondence between Med-Island and CareeBtech during January and September 2024 discussing project timelines, delays, technical issues, and complaints about defects.
- (iii) Project Progress Reports prepared by CareeBtech, and shared with Med-Island, outlining development stages, delays, and system performance.
- (iv) Invoice and Payment Records evidencing the upfront payment of 60%.
- (v) Legal advice from Spana Inlay regarding termination of the contract including emails and letters on whether Med-Island was entitled to terminate and sue and whether CareeBtech's defence was likely to succeed.
- (vi) Internal communications between CareeBtech's management team and the company's in-house counsel, Sara Beckford, being emails or meeting notes discussing legal strategy after the breach became apparent.
- (vii) Communication between Spana Inlay and Chart & Course negotiating the settlement of the matter.
- (viii) An invitation from Med-Island to CareeBtech to its Christmas Party in December 2023.
- (ix) A report by an IT expert, commissioned by CareeBtech for the litigation, which concluded that the software met contractual standards.

Required:

Prepare your client's list of documents and briefly explain your treatment of the documents listed at (vi) and (ix).

QUESTION 2

The trial of the matter was held on May 1, 2026 and Justice Coughed found in favour of Med-Island.

The judge held that CareeBtech had breached the contract by failing to deliver a functional system on time and that the defects in the delivered system were substantial.

The Court rejected CareeBtech's argument that it had achieved substantial performance and further held that the delay penalty clause was valid and enforceable.

Damages were awarded to Med-Island, including a refund of the deposit, compensation for loss of business contracts, and damages for reputational harm totalling a sum equivalent in the currency of your jurisdiction of US\$150,000, together with interest and costs.

In-house counsel, Sara Beckford, today attends a meeting with you and instructs that CareeBtech is dissatisfied with the judgment and wants to appeal it and reduce the damages awarded to a sum the equivalent of US\$10,000, in the currency of your jurisdiction, on the following grounds:

- (i) The trial judge erred in finding that CareeBtech's breach was fundamental rather than minor or remediable.
- (ii) The judge misapplied the doctrine of substantial performance.
- (iii) The judge wrongly held that the delay clause was enforceable, when it was in fact an unenforceable penalty.
- (iv) The judge failed to adequately consider Med-Island's contribution to the delay.
- (v) The damages awarded were excessive and/or too remote.
- (vi) The judge placed undue reliance on Med-Island's expert evidence.

She also indicates that the company is concerned about its assets being enforced against. The assets of the company include motor vehicles and office furniture and equipment valuing a sum equivalent in the currency of your jurisdiction of US\$500,000.

Required:

(a) Advise your client on:

- (i) whether and, if so, when they are required to pay the sum equivalent in the currency of your jurisdiction of US\$150,000;
- (ii) the method of enforcement likely to be utilised by Med-Island if they refuse to pay;
- (iii) any step(s) that can be taken to avoid making the payment in light of their disapproval of the judgment of the trial judge; and
- (iv) the step(s) to commence the appeal, providing reasons.

(b) Draft the document(s) needed to start the appeal.

PART B

LAW OF ASSOCIATION

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

QUESTION 3

Kanitra Jalal is an avid dancer and an entrepreneur. Last year she entered into a general partnership with a friend, Lola Denal, under the name Jalal and Denal Dance Factory. The partnership operates a dance studio in Capital City in your jurisdiction. The studio offers classes in ballet and modern dance. There is no written partnership agreement.

Kanitra intends to advance a sum to the partnership to purchase some much needed equipment for the studio. She wants to make sure that this sum will be repaid to her with interest.

The pair have also designed pointe shoes for women of colour which they wish to bring to market. They know that this endeavour will be significant and they do not have the required start-up capital. They are currently in discussions with three investors who are willing to invest in the business in exchange for part-ownership but have no wish to participate in management. Kanitra is of the view that they should incorporate a company for the purpose of manufacturing and

launching the sale of the pointe shoes. She thinks that this will attract more investors, facilitate their shared ownership, and protect them if the launch is unsuccessful and the shoes do not sell as well as they anticipate.

At the end of April 2026, Lola advised Kanitra that she intends to open a Pilates studio and juice bar in Capital City with her husband, independent of the partnership. She intends to divide her time between the dance studio and the business with her husband. The dance studio has been doing well, and membership is steadily growing. Kanitra is concerned that Lola's decision will negatively affect the studio's thriving business as she (Lola) teaches all the evening classes at the studio.

Another friend, Belle Gibson, also teaches at the studio. Belle wants to join the business as a partner and assist with the evening classes. Lola and Kanitra are considering making Belle a partner. The pair had always shared profits equally, but they do not want to have the profits shared equally with Belle. Kanitra is also of the view that Lola's drawings of profit should be reduced considering her inability to devote adequate attention to the business.

Kanitra visited your office yesterday. She seeks your advice on the benefits of incorporating a company and executing a written partnership agreement that will, among other things, address the issues she raised in her discussion with you.

Required:

Write a letter to Kanitra advising her on:

- i. the contents of clauses you would include in a partnership agreement to address the issues raised in her discussion with you concerning the partnership;
- ii. the advantages of incorporating a company as against using the partnership to launch the pointe shoes; and
- iii. the type of company you would recommend they incorporate and the procedure for doing so.

END OF PAPER