

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

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

**CIVIL PROCEDURE AND PRACTICE I
(MONDAY, AUGUST 4, 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.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

PART A

QUESTION 1

Lisa Bolerio is your client on whose behalf you issued a claim on Monday, June 30, 2025, in the Supreme/High Court against Ralston Lamberty. The claim was for an injunction permanently restraining Ralston from coming within 100 metres of Lisa's person, place of work or home, and damages for assault and battery, that had resulted in Lisa sustaining serious personal injuries. Ralston was Lisa's ex-boyfriend.

At your consultation with her, she instructed you that he was a jealous man who would become violent when he was angry. On Tuesday, June 24, 2025, Ralston had assaulted and battered Lisa after she ended their three-year relationship and had told him never to come back to her home again. Lisa had instructed you that Ralston at first apologised to her when she told him she was ending the relationship with him, but when she insisted the relationship was over, he once again became violent and pounded her with his fist.

Your firm, Rose, Lily & Associates of 3 Valley Way, Jurisdiction, on Tuesday, July 1, 2025, engaged a process server named Gary Chatman, to personally serve the claim form and particulars/statement of claim, together with the other required court documents, on Ralston at his residential address at 222 Badman Way, Jurisdiction. Gary was provided with a recent photograph of Ralston that you had obtained from Lisa.

Gary provides you today with a detailed report on his service of the court documents on Ralston. In the report, Gary indicates that he attended the residential address of Ralston on Wednesday, July 2, 2025, at about 9:30 a.m., but did not find him there. He was told by a neighbour that Ralston might be at the Corner Shop Bar, which was located at 250 Badman Way, Jurisdiction.

Gary attended the Corner Shop Bar at about 10:15 a.m. and he saw a man that resembled the person in the photograph he had of Ralston. The man was just about to order a drink from the bartender when he (Gary) approached him and asked him how he was doing. The man replied by asking Gary, "Who is asking?", and got up and walked over to the other side of the room where the gambling machines were located. Gary did not approach Ralston again until about 15 minutes later, when a man entered the Corner Shop Bar, and called out Ralston's full name. Ralston

turned around after hearing his name and started laughing loudly with the other man. Gary at that point used the opportunity to approach Ralston and handed him the court documents. Ralston did not take the court documents from Gary and so Gary told him (Ralston) that he was being served a claim filed against him by Lisa Bolerio in the Supreme/High Court. Upon hearing this, Ralston began to curse Gary. Gary told Ralston that he was served and left the court documents on the countertop, where Ralston was seated in front of a gambling machine.

Ralston has not filed an acknowledgement of service form or defence in the claim to date.

Required:

- (1) Advise Lisa on the service on Ralston and the procedural steps she can take to advance her claim against him. Your advice should reference the court documents that must be filed, and their contents.
 - (2) Draft the affidavit of service you would prepare to prove service of court documents on Ralston.
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QUESTION 2

Zion Cunningham is the business owner of Cunningham Music World with registered address at 598 Gardenia Road, Jurisdiction. Zion is your client, and his business is well known for providing musicians of all genres for music events. Zion would engage musicians to play specific instruments for his clients' events. The clients would pay Zion for the musical experience he created for their events and Zion in turn would pay a fixed sum to each of the musicians who played an instrument at his clients' events.

Tamra Jefferson is one of the musicians who Zion would engage to play instruments at his clients' events. She is the only musician Zion has engaged for the past five years to play the trombone at events.

On December 23, 2024, Zion signed a contract for services with Tamra to play the trombone at five different Valentine's Day events between Thursday, February 13, 2025, and Sunday, February 16, 2025. It was agreed that Zion would pay Tamra US\$1,800 for each of the five performances.

On February 1, 2025, Tamra asked Zion if he could pay her for the Valentine's Day events in advance, as she had an emergency to take care of that required some funds.

On Monday, February 9, 2025, Cunningham Music World's accountant, Jeffrey Lord, transferred the sum of US\$9,000 to Tamra's bank account for the five Valentine's Day events. Jeffrey sent Tamra an email that same day informing her that her oral request to Zion for advance payment for the Valentine's Day events had been approved, and the payments transferred to her account. Tamra sent Jeffrey a WhatsApp message to his mobile phone on the same day as his email to her, which read as follows:

"Funds received...please relay my gratitude to Zion."

Tamra without any explanation did not attend any of the Valentine's Day events in February 2025. Efforts made by Zion to contact her about it were all futile. On April 25, 2025, Zion learnt from another musician that Tamra had written something about him on her Instagram page. Zion visited Tamra's Instagram page and saw that she had posted the following statement on April 20, 2025:

"I no longer am associated with, nor do I play instruments for Zion Cunningham of Cunningham Music World. Zion and his business are crooks that use talented musicians for their gain alone #amwokenow #willnolongerbeexploited."

On Zion's instructions, you filed a claim on his behalf against Tamra in the Supreme/High Court in May 2025 for damages for breach of contract and defamation. Service of the claim form and statement/particulars of claim was properly effected on Tamra. Tamra acknowledged service stating an intention to defend and filed a defence within the time to do so. In her defence Tamra merely denies that she breached the contract and contends that every word she wrote about Zion is true. Zion wants to know how soon he can get his claim determined by the court.

Required:

Advise Zion on the option(s) available to him, if any, to deal with the claim at the earliest. Include in your advice the procedural steps you would take to successfully achieve the option(s), including the documents to be filed and the content thereof.

PART B

FAMILY

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

QUESTION 3

Anthony ("Tony") and Cleopatra ("Cleo") Thompson have been married for eight years and are the parents of two children, Dwayne (four years old) and Whitney (18 months old). Tony, 39, is a chartered accountant employed at Giants and Knights Accountants Limited, while Cleo, 36, is a certified real estate agent who has not worked in recent years. The couple owns a home in which they currently reside.

Following the birth of their first child, Dwayne, Cleo experienced severe postpartum depression. At the time, she responded well to therapy and recovered within six months. After her recovery, Cleo was a loving, attentive, and highly involved mother. She managed the home responsibly. She was patient, nurturing, and shared a deep bond with their son.

After the birth of their second child, Whitney, Cleo again exhibited symptoms of postpartum depression. Recognising the early signs, Tony promptly arranged therapy sessions with the same mental health professional who had assisted her previously. He also took leave from his job to provide support at home.

However, this time, Cleo withdrew from therapy after only a few sessions. Her condition deteriorated over time. She became emotionally unstable and eventually unable to manage daily parenting responsibilities. Concerned about the children's well-being, Tony decided to get help, first from a neighbour, and eventually, Cleo's mother, Eleanor, who moved into the home to provide full-time support with childcare and household duties. This allowed Tony to resume his professional responsibilities, while still being present in the children's lives.

Despite Eleanor's presence, Cleo's condition worsened. She increasingly refused treatment, displayed frequent emotional outbursts, and was unable to care for the children independently. While she was not physically violent, her unpredictable moods and erratic behaviour contributed to an unstable home environment.

Unable to cope with the changes in the woman he married, and believing the marriage at an end, but wanting to be close to his children, Tony converted the attached garage into a studio apartment and moved in when Whitney was five months old.

In January 2025, Tony returned home from a short overseas business trip to find a distressing scene. The house was in a state of disarray. Dwayne was eating dry cereal alone in the kitchen, and Whitney was in her playpen in a heavily soiled diaper, crying. He found Cleo in her bedroom in a compromising situation with a man he later learnt was a plumber. Eleanor had called the plumber to fix broken plumbing in the washroom. She, Eleanor, advised Tony that she had left the home briefly to go to the supermarket, believing Cleo was stable enough to manage alone for a short period, especially as the plumber, whom she had known for some time, was present. When confronted with her irresponsible behaviour, Cleo was unresponsive and distant.

Following this incident, Tony contacted the family's therapist, who recommended an immediate psychiatric evaluation. Cleo refused, and her behaviour became increasingly paranoid and accusatory. In one disturbing episode, during a heated argument with Tony, Cleo threw a glass at him, that narrowly missed hitting Dwayne.

Tony instructs that he can no longer continue in the marriage. He is greatly concerned about the emotional risks posed to the children, by the instability in the home. He has advised Eleanor of his decision. Though she understands his position, she continues to support her daughter and remains emotionally invested in the care of her daughter and grandchildren, with whom she shares a close bond.

While the children do not fear their mother, they no longer seek her out for comfort as they once did. Nevertheless, during her lucid moments, Cleo expresses affection for them and tries to engage meaningfully. Whenever Tony is home from work, he often has the children in his care and is the one to take them on outings. Dwayne, particularly, seeks him out whenever his mother has an outburst.

Tony believes he should move away from the matrimonial home and wishes to take his children with him to give them a fresh start. He has identified a two-bedroom apartment in a nearby community, which could suitably accommodate the three of them, but he has expressed concern

about managing the children alone on a full-time basis, and his ability to adequately provide for them. He has no relatives nearby to assist and would need to employ costly childcare services in addition to the rent he would incur for the new apartment. He continues to cover the mortgage and all household expenses.

Cleo, though unemployed, recently began receiving a substantial monthly income from a family trust established by her late father. The amount exceeds her personal living expenses and is more than sufficient to enable her to provide for her needs.

Required:

- (1) Advise Tony of the likelihood of success of the applications for custody and maintenance of the children, giving reasons.
- (2) List the document(s) you propose to draft to bring the marriage to an end, detailing the content of the originating document only.

END OF PAPER