

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

**LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATIONS 2026**

**CIVIL PROCEDURE AND PRACTICE I**

**(MONDAY, MAY 11, 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 on 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.

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

## **PART A**

### **QUESTION 1**

Your firm represents Levine Staple and Markland Staple, brothers who reside together in your jurisdiction. Levine and Markland are also partners in the business “Staples Electricals” with its principal place of business at 590 Joyful Road, Jurisdiction.

Staples Electricals specialises in providing electrical services for residential properties, including electrical wiring and installation of outlets, switches, lighting fixtures and circuit breakers. Levine is the business administrative manager and Markland the certified electrical engineer for the business.

Levine and Markland meet with you today at your office. They provide you with a claim form and particulars/statement of claim for a claim numbered 01890HV2026 filed in the High/Supreme Court on February 6, 2026. They further provide you with a default judgment filed and entered on May 4, 2026, which they received by mail, on May 8, 2026, at their principal place of business.

You see from the claim form that the Claimant is Marva Legend, and the Defendant is Staples Electricals (a firm). The claim is for damages for breach of contract and/or negligence. The particulars/statement of claim alleges that on June 3, 2025, the Claimant entered into a written contract with the Defendant for electrical services for a house the Claimant was building for her residence in your jurisdiction. The electrical services provided by the Defendant under the contract included electrical wiring at the rough-in stage, and installation of outlets, switches and lighting fixtures at the finishing stage.

The particulars/statement of claim further alleges that on January 6, 2026, at or about 3:00 a.m., an electrical outlet in the Claimant’s kitchen caught fire, and the fire spread to the dining and living rooms, causing significant damage to the structural integrity of the Claimant’s house. It further alleges that the fire was caused by the Defendant’s faulty electrical wiring and installation of the electrical outlet in the kitchen of the Claimant’s house.

Levine instructs you that the claim form, particulars/statement of claim and other prescribed documents (“the court documents”) were delivered to him personally, while he was at the firm’s business address on February 7, 2026. However, he received the court documents the day before he was scheduled to travel to Canada, to attend his best friend’s funeral service. While in Canada, he suffered extreme food poisoning and ended up at the emergency room at the John Hall Hospital in Toronto, Canada, where he was admitted for 21 days.

Levine further instructs you that, after he was discharged from the hospital, he was physically weak and only able to travel back to the jurisdiction on March 18, 2026. He instructs you further that, while being treated and recovering from food poisoning, he had forgotten about the court documents he had received, and only remembered about them after he received the mail with the default judgment.

Markland instructs you that he had not received any court documents from anyone, and only learnt of the claim from Levine, after the default judgment was received.

Markland provides you with a copy of the fire department’s report on the fire. The report identified the origin of the fire to be the electrical outlet in the kitchen, and the cause of the fire to be “*kitchen circuit overload*”.

Markland says that he noticed, when he read the report, that it described an industrial electric stove and industrial fridge that were plugged into the kitchen outlet at the time of the fire. He instructs you that the electrical wires and electric panels he installed in Marva’s house were specifically for residential purposes, and not for industrial or commercial purposes. Markland further says that the use of an industrial stove and fridge, like the ones described in the report, would have required the use of higher voltage, higher amperage and three-phased power, heavier gauging wiring, specific safety conduits and harder wire connections.

Levine instructs you that, since receiving the default judgment, he has made enquiries about Marva Legend, and has learnt that she owned and operated for ten years a restaurant named “Marva’s Delights” at a commercial building in the jurisdiction. Marva’s Delights was ordered

closed by the health authority on December 15, 2025. After her restaurant closed, Marva started operating a cook shop from her house.

Levine and Markland instruct you that they would like to defend the claim.

**Instructions:**

- (i) Advise Levine and Markland on the default judgment entered against Staples Electricals (a firm), including the procedural steps you would take to deal with the default judgment.
- (ii) Prepare the application/notice of application for court orders, ONLY, which you would draft to successfully deal with the default judgment.

**The prescribed form for the application/notice of application for court orders is available to be used as a guide. You must prepare your application/notice of application for court orders in the answer booklet provided. Do not prepare your application/notice of application for court orders on the prescribed form provided.**

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**QUESTION 2**

Francis Bogle owns a small private security business named “Secured by Francis”. He resides at 578 Playfield Way, Jurisdiction and is your client. On February 15, 2026, you filed a claim on behalf of Francis in the High/Supreme Court against Bragado Company Limited (“Bragado”) for breach of contract and false imprisonment.

Bragado is a company incorporated in your jurisdiction that co-ordinates and hosts high-end exclusive private parties and events. The directors and shareholders of Bragado are Ainsley Bragado and John Bragado.

Francis had instructed you that Ainsley and John are brothers and were his childhood neighbours. He further instructed that he and Ainsley were good friends, but he and John did not get along because John was a “bully”.

Francis had provided you with a contract dated January 3, 2024, between Bragado and himself. The following were terms of the contract:

- “2. Francis shall exclusively provide Bragado with security bouncers for seven (7) high-end events to be held by Bragado from January 31, 2024, to July 30, 2025 (the term).*
- 3. The price for the services to be provided by Francis to Bragado is \$7,000,000 (the contract price). Bragado shall pay Francis a non-refundable advance payment of the contract price in the sum of \$1,500,000 upon the signing, by the parties, of this agreement. The balance contract price of \$5,500,000 shall be paid by Bragado to Francis within seven (7) business days after the last event during the term of this agreement.*
- 4. Bragado shall pay Francis the balance contract price in keeping with clause 3, provided (i) Francis has provided Bragado with security bouncer services for no less than five (5) of the high-end events during the term of this agreement and (ii) Francis is not at fault for any cancellation or postponement by Bragado of any of the seven (7) high-end events during the term of this agreement.”*

Francis had instructed you that, on January 5, 2024, he received the advance payment from Bragado via direct transfer to his bank account at JLNK Bank Limited. On January 31, 2024, Ainsley, who at the time was the managing director of Bragado, sent Francis an email with the list of the seven high-end events, including the dates and times, and the number of security bouncers that Bragado required Francis to provide for each event.

Francis had instructed you that he provided security bouncers for six high-end events for Bragado during the term of the contract. The seventh high-end event was to be held on July 30, 2025, but was postponed by Bragado to August 30, 2025. Ainsley had sent him (Francis) an email on July 30, 2025, notifying him of the postponement of the final event and requesting his agreement to provide the security bouncer services on August 30, 2025. Francis confirmed his agreement by return email to Ainsley.

Francis had instructed you further that on August 30, 2025, at 12:00 noon, he had attended the venue for the final event to do the usual grounds security checks, before the start of the event at 7:00 p.m. There, he was notified by the event coordinator, Justine Right, that Bragado had engaged the services of another security firm named Precision, specifically for that event. When Francis probed Justine further, he learnt that John became acting managing director of Bragado effective August 1, 2025, because Ainsley was on sabbatical leave for six months due to an emergency health issue.

Francis had instructed you further that while he was speaking with Justine, John approached him angrily and shouted, "What are you doing here?" Before he could answer John, one of Precision's security bouncers "tackled" him, removed his cellular phone and his gun from his person. The security bouncers then detained and locked him inside a dark room at the venue, where he remained for about 12 hours before he was released.

Francis had instructed you that on September 1, 2025, he submitted an invoice via email to Bragado for the balance contract price. Easton Wilks, Bragado's financial controller, replied on the same date to Francis by email, copied to John and Ainsley, acknowledging that the balance contract price was due to Francis in keeping with the terms of his contract and indicated that it would be settled in full by Bragado within seven business days. To date, Francis has not received the balance contract price from Bragado.

Service of the claim form and statement/particulars of claim had been properly effected on Bragado. Bragado had filed an acknowledgement of service form and a defence within the time to do so. In its defence, Bragado merely denies that it breached the contract with Francis, and with respect to the claim for false imprisonment, avers that it was Francis who tackled the security bouncer from Precision.

You meet Francis today to advise on Bragado's defence. Francis has informed you that the delay in Bragado's payment of the balance contract price has had a negative impact on his business and his ability to pay his staff. He enquired whether there was any way his claim could be quickly concluded.

**Required:**

Advise Francis on the option(s) to successfully obtain an early judgment in his claim against Bragado, giving reasons. Your advice should include the relevant procedural steps and documents, including the content of such documents.

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**PART B**

**FAMILY**

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

**QUESTION 3**

Henry and Malika met in 2015 when they were both well established in their respective professions. At the time, Henry was 32 years old and working as a medical doctor at the Premium Public Hospital, while Malika was 35 years old and working as a nurse at the same hospital and volunteering at a free community clinic nearby.

Shortly after they began their relationship, Henry sold the apartment that he owned and moved into Malika's apartment, which she owned free of a mortgage. Although Malika's apartment was smaller than Henry's former residence, it was more conveniently located, being in proximity to both the hospital where they worked, and the clinic where Malika volunteered on a part-time basis.

The couple cohabited for approximately three years before marrying in October 2018.

During the period of cohabitation, Henry and Malika decided to purchase a house in the same community. Because Malika earned significantly less than Henry, they contributed unequally to the purchase. Henry paid approximately 75 per cent of the deposit, using proceeds from the sale of his apartment along with personal savings. Malika contributed the remaining 25 per cent from her own savings.

To complete the purchase, the parties obtained a mortgage, for which they qualified based on their respective incomes, in unequal proportions of 60:40. The property was registered in both their names as joint tenants.

The purchase was completed in September 2018 and Henry and Malika immediately moved into their newly acquired house. The mortgage payments on the property were made through salary deductions from both parties, in their respective proportions, 60 per cent by Henry, 40 per cent by Malika.

In 2021, Malika gave birth to their daughter, Daria. After her period of maternity leave ended, Malika experienced difficulty returning to work as she did not want to entrust the care of her daughter to a stranger. Although Henry was initially reluctant, he ultimately agreed to Malika leaving her employment and becoming a stay-at-home mother. Since that time, Malika has taken primary responsibility for Daria's care and the management of the household.

In addition to her role as a stay-at-home mother, Malika also played a significant part in establishing Henry's private consultancy practice. Henry operates the consultancy from an office he rents on the same street as their home. In the first two years of the practice, Malika, usually with Daria in tow, assisted extensively, acting as receptionist, nurse and record keeper, particularly as the practice operated only three days per week for approximately four hours each day. Although the practice grew, Malika received no salary. In later years, after Henry hired an employee, her assistance became infrequent.

Since Daria's birth, Henry has assumed full responsibility for the mortgage payments and most of the family's financial obligations, while Malika has used the rental income from her apartment to contribute to some household expenses and to meet her personal needs.

Recently, the relationship has broken down. Henry instructs you that he separated from Malika approximately two months ago, after she admitted that she had met someone else.

Henry further instructs you that he wishes to understand his obligations regarding spousal maintenance following the breakdown of his marriage. He also instructs you that, while he has no difficulty paying child maintenance, he no longer trusts Malika and does not intend to make

any payments until he confirms that Daria is, in fact, his biological daughter. He further instructs you that he does not wish to claim an interest in Malika's apartment, but believes that he is entitled to at least a 75 per cent interest in the house.

**Required:**

- (i) Advise Henry on the procedural and evidentiary steps involved in determining the question of Daria's paternity.
- (ii) Assume the issue of Daria's maintenance is settled. Advise Henry on the legal bases upon which a court will decide the issue of spousal maintenance.
- (iii) Advise Henry on the likelihood of success of his claim for a 75 per cent interest in the house, giving reasons.

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**END OF PAPER**