

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

**LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, MAY 2022**

LAW OF REMEDIES

THURSDAY, MAY 19, 2022

Instructions to Students

- (a) Duration: **24 hours**
- (b) Students shall enter their Examination ID Number **only**, **not their names**, on the cover page, the Academic Integrity Statement and on every separate page of the examination script.
- (c) The examination should be answered on letter-sized (8.5 x 11) paper only.
- (d) The examination should be submitted in Arial font 12 line spacing 1.5.
- (e) Students should clearly indicate the names of any cases with the citation and legislative provision/s (section number and Act) on which they rely to support their arguments. Consider using italics and/or bold text to make references prominent. (For example, *Rylands v Fletcher* [1868] UK HL1; **s.69 Real Property Act**). Sufficient detail is required to allow the examiners to understand the source of law that is being cited.
- (f) Footnotes, endnotes and a bibliography are not to be used.
- (g) Where word limits have been given, the actual word counts must be included at the end of your answer. Students who have exceeded the word limits will be penalised.

- (h) Students shall number the pages of their examination script as follows: Page 1 of 12, Page 2 of 12, etc.
- (i) In answering any Part, 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.**
- (j) Each Student **must** ensure that their Anonymous ID in TWEN is changed to their four digit Examination ID Number, prior to submitting their examination script.
- (k) The examination script, with the cover page and Academic Integrity Statement saved in **ONE PDF DOCUMENT**, must be submitted in **ELECTRONIC** format via the **Year I MAY 2022 EXAMINATIONS, LAW OF REMEDIES DROP BOX on TWEN** by **Friday, May 20, 2022 NOT LATER THAN** 9:00 A.m. (Jamaica), 8:00 p.m. (Belize) and 10:00 a.m. (Eastern Caribbean).
- (l) To upload the examination script which has been saved as one pdf document which includes the cover page and Academic Integrity Statement, you must follow these steps:
- Go to ***www.lawschool.westlaw.com***.
 - Log in using your username and password credentials and select the **TWEN** button.
 - Click on the link for **“Assignments and Quizzes”** located on the left-hand side of the navigation screen.
 - Select the relevant examination and the examination drop box as follows:
 - Year I students with Examination ID numbers between **1100 - 1185** must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box A Year I – 1100 - 1185”**.

- Year I students with Examination ID numbers between **1186 - 1271** must upload script, cover page and Academic Integrity Statement to folder titled “**Drop Box B Year I - 1186 - 1271**”.
- Year I students with Examination ID numbers between **1272 - 1357** must upload script, cover page and Academic Integrity Statement to folder titled “**Drop Box C Year I - 1272 - 1357**”.

Instructions:

All figures are stated in United States Currency.

You must update each given figure to an equivalent sum in the currency of your jurisdiction, using the following exchange rates:

- Belize: BZD\$2.00 - US\$1.00
- Jamaica: J\$155.00 - US\$1.00
- OECS: XCD\$2.70 - US\$1.00

You are a young associate in a firm and have been given the following instructions from your senior:

Agreement with Ag Petro

Go Airports is a company that operates and manages the international airport in your jurisdiction. Ag Petro is a company located in Ruzilia that refines petroleum products and supplies aviation fuel worldwide.

On February 1, 2019, Go Airports (the Buyer) signed an agreement with Ag Petro (the Seller) for the sum of \$9,900,000 to supply and deliver their total requirements for aviation fuel for three years. The Buyer paid the total contract sum in full.

At the time of the signing of the agreement, both parties were aware that Ag Petro was receiving their raw supplies of oil from Oil Depo, a company located in Ukenia, and that there was a possibility that Oil Depo would cease operating.

The relevant terms of the agreement are as follows:

“ ...

Clause 8

(1) The Seller shall pay the Buyer damages of \$7000 per day for each day that the storage levels fall below the minimum level.

(2) Storage levels are permitted to fall below the minimum level in any calendar year, without the Seller incurring liability to pay damages, provided that the Seller gives the Buyer immediate notice in writing when an incident occurs which will affect their supply and indicates when supplies will be returned.

...

Clause 10

If the availability from any of the Seller's suppliers' sources for crude oil or refined petroleum products is delayed, hindered, interfered with, curtailed or prevented, then the Seller shall be at liberty to withhold, reduce or suspend the deliveries hereunder to such extent as the Seller may in their absolute discretion think fit and the Seller shall not be bound to make good any shortages resulting from such causes.”

On August 9, 2019, the Seller was late in supplying fuel to the Buyer due to a logistic error made by the Seller's operations department. The Buyer received no communication from the Seller as to the reason for the delay and, subsequently, the fuel in the storage tanks fell below the minimum level. On August 11, 2019, a supply of fuel was received by the Buyer, restoring the storage tank to its maximum capacity.

On April 1, 2020, Oil Depo gave notice to the Seller that it was closing its facilities and

terminating supplies of oil to the Seller, effective May 1, 2020. On April 6, 2020, the Seller sent a copy of the notice they received to the Buyer.

On May 1, 2020, Oil Depo closed its facilities and the Seller sustained increased costs in oil prices and challenges in securing an alternative supplier that could meet their production requirements. The following letters were written by the Seller to the Buyer on various dates:

- (1) On May 13, 2020, to indicate that they were in a transitional phase and had secured an interim arrangement with Refill, an alternative supplier of oil.
- (2) On May 28, 2020, to confirm that they had secured a new contract with Refill .
- (3) On June 9, 2020, to indicate that Refill had increased the price of oil under their contract and that they could no longer afford to supply fuel to the Buyer at the prices agreed.
- (4) On July 20, 2020, to request a price increase, due to increased production costs.

(A response letter was received, on the same date, from the Buyer, rejecting this request.)
- (5) On September 10, 2020, to request relief under clause 10 of the agreement on the basis that they could not supply fuel to the Buyer due to Oil Depo's closure and Refill's price increase.

(The Buyer replied on September 11, 2020, refusing the request for relief and requesting that the Seller honour the terms of the agreement.)

The Seller absorbed some of the increased costs and continued to supply fuel to the Buyer but ceased supplying fuel on January 3, 2021.

Go Airports have now been unable to refuel the aeroplanes that require the service. This has resulted in great embarrassment to the company, which have had to issue notices on their website to say that they can no longer function as a refuelling hub.

Your jurisdiction now suffers from a reduction in tourist arrivals due to reduced air traffic.

Lease with Ms Hardhead

On March 1, 2020, Go Airports entered into a three-year lease with Ms Hardhead for the rental of a commercial unit at the airport's departure lounge at \$1000 per month. The premises were not subject to rent restriction legislation. Ms Hardhead is a businesswoman who sells handcrafted souvenirs. This location was selected explicitly by Ms Hardhead as it was ideally located to benefit from high visitor traffic. She did well at this location and saw her profits growing daily.

Go Airports wished to enter into a more lucrative contract with another tenant. On May 1, 2021, they gave Ms Hardhead a notice to quit which stated that the unit was to be sold and required her to vacate within 30 days of service of the notice. Ms Hardhead refused to leave and continued to pay rent.

In June 2021, Go Airports started the construction of units near Ms Hardhead's shop. They placed heaps of dirt from the building works at the door of her shop, preventing persons from comfortably entering her business. They also sent three menacing-looking men to her shop who demanded that she leave the shop. Afraid, embarrassed, and shocked, she quickly gathered her goods and left the unit. She was seen crying as she entered a taxi. Two months later, after much effort, she relocated to another commercial unit in an area with low visitor traffic, where she pays \$200 a month in rent. She has seen her business decrease significantly and has written to Go Airports threatening legal action.

The Accident

On the evening of December 11, 2021, Mr Zed, a driver for Go Airports, was told by his supervisor to take home Sassy Susie, a customer service representative employed to Go Airports. Mr Zed fell asleep momentarily while driving the company's pickup truck, and lost control of the vehicle. The vehicle hit one Mr Brown while he was cycling on the main road, causing him to be flung into the air, before landing on the pavement.

The pickup truck then slammed into a tree. Sassy Susie was not wearing her seat belt at the time and was flung forward into the dashboard.

Mr Zed, Mr Brown and Sassy Susie were taken to the hospital.

Sassy Susie, 47, was injured in the accident and her medical report revealed the following injuries:

1. Severe back pain across the lower back radiating to the right thigh
2. Slipped disk
3. Back strain
4. Whiplash

Sassy Susie was discharged from the hospital on December 13, 2021. On January 15, 2022, she went to a Consultant Orthopaedic Surgeon with the following complaints:

1. Intermittent lower back pain aggravated by standing for more than 15 minutes
2. Inability to perform household chores
3. Requiring analgesics to sleep
4. Inability to resume sporting activities

After carrying out a physical examination, the doctor diagnosed her with mechanical lower back pains. He opined that Sassy Susie would be plagued by intermittent lower back pain, aggravated by prolonged standing, bending and lifting.

Her hospital bill amounted to \$1200. At the time of the accident, Sassy Susie earned \$500 a month. She now makes \$300 a month because she has been placed in a different department as a receptionist.

Mr. Zed suffered a strain to his hand. He was given some pain medication and released the same day.

Mr. Brown was pronounced dead on arrival at the hospital. He was a recreational cyclist and marine biologist who earned a net annual salary of \$14,200. He was 48 years old and in good health at the time of the accident. He is survived by his wife, Carla Brown,

37, his mother, Jessie Brown, 67, and two daughters, Shams Brown, 17, who is in high school and Sweet Pee Brown, 10.

Carla, who was a housewife, described him as a loving, generous, industrious father who was due to be promoted the month following his death. She received an allowance of \$200 a month from her husband. He took care of all the household bills, which included electricity, water, internet and groceries, amounting in total to \$400 a month. His daughter, Sweet Pee, attends the Happy Children School, and while he was alive, he paid for both his daughters' school fees, totalling \$250 a month. His mother is a pensioner and operates a small farm. He spent about \$100 a month on himself. Carla paid his funeral expenses which amounted to \$1500 from her accumulated savings. Mr Brown left a Will naming Carla, as the executrix and leaving all his worldly possessions to her, his two daughters and his mother. Carla subsequently applied for Grant of Probate and incurred legal fees of \$400.

Required:

Advise Go Airports on the legal issues that arise in relation to:

- (i) the agreement with Ag Petro;
- (ii) the lease with Ms Hardhead; and
- (iii) the potential claims of Sassy Susie and the estate of Mr Brown.

Your answer should consider the various causes of action, and the bases for any award/relief that may be granted by the court. Where appropriate, provide the methodology for calculations.

Your advice must not exceed **4000 words**.

END OF PAPER