

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS 2025

LAW OF REMEDIES

(TUESDAY, AUGUST 12, 2025)

Instructions to Students

- (a) Time: **3½ hours**
- (b) Answer **ALL** questions.
- (c) 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.**
- (d) It is unnecessary to transcribe the questions you attempt.
- (e) Answers should be written in black or dark blue ink. Erasable pens are not allowed.
- (f) Calculators may be used and are provided.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

Since there are different currencies across jurisdictions, monetary sums are, for convenience, stated instead in United States dollars only. You are not required to convert to your local currency.

QUESTION 1

Peppa, a 30-year-old courier, was completing her last delivery in heavy rain, when she slipped on an oily patch in front of MoTech Ltd.'s (MoTech) customer entrance. MoTech had neglected to maintain the entrance, allowing oil to accumulate for weeks, and had failed to place any warning signs around the hazardous area. Security camera footage captured the incident clearly, showing Peppa looking at her phone and not watching her path, when she fell. As a result of the accident, Peppa suffered a broken collarbone and multiple fractures throughout her left foot, requiring immediate medical attention.

Peppa's doctor recommended routine surgeries, within 10 days of the accident, to properly set the fractured bones. The doctor warned that without these surgeries, Peppa would face permanent mobility limitations in both her shoulder and leg, with high likelihood of developing early-onset arthritis within five to seven years. Medical records indicated that the combined surgeries had a 90% success rate, with minimal risk of complications. The anticipated recovery timeline projected four to six weeks before Peppa could resume light duties, and eight to ten weeks before she could consider resuming her full courier duties. The cost of the surgeries was estimated at US\$16,000.

MoTech's managing director, Mr. Concord, communicated to Peppa, in writing, that the company would have paid all surgical and necessary rehabilitation expenses. A medical evaluation conducted by a specialist retained and instructed by MoTech, confirmed that the treatment plan recommended by Peppa's doctor was the appropriate and standard course of treatment for injuries of that severity and nature. Despite these assurances, Peppa refused the surgeries, citing her fear of hospitals and preference for natural healing methods.

Following her refusal of the recommended surgeries, Peppa hired a self-proclaimed "holistic wellness practitioner", who prescribed alternative treatments such as crystal therapy and

magnetic healing. She spent all her savings on scientifically unsubstantiated healing devices, including a special "healing mat", and expensive imported herbs, despite her doctor's warnings that these would not effectively heal her fractures. Even as X-rays confirmed improper healing, Peppa continued these treatments for four months, ultimately spending a total of US\$18,400. When progress remained poor, the wellness practitioner blamed "negative energy" from Peppa's accident, and sold her an additional US\$4,000 "energy detoxification programme". After completing her four-month regimen of alternative treatments without improvement, she waited an additional four months before seeking further medical evaluation.

Peppa has developed chronic pain and limited mobility in her shoulder and foot due to improper bone healing. She currently walks with a pronounced limp and cannot lift objects exceeding two kilograms with her injured arm. Simple activities she previously enjoyed, such as playing with her young nieces and nephews, and her weekly tennis club, have become difficult and painful.

Due to her injuries, Peppa was unable to continue her courier job, and has remained completely off work since the accident. To manage her daily activities with her impaired mobility, Peppa has needed to purchase a walking cane and orthopaedic footwear to help with her pronounced limp.

Peppa's doctor's revised treatment plan recommends complex surgeries costing US\$48,000. The projected recovery timeline indicates a minimum of 14 to 16 weeks before Peppa could return even to desk work, and she would likely never be able to return to courier work. These surgeries offer only a 65-70% chance of improvement and would not fully restore her previous abilities. Regardless of whether she undergoes the complex surgeries now being recommended, she will permanently require a walking cane.

MoTech wishes to avoid litigation and has initiated settlement discussions with Peppa. They acknowledge responsibility for the hazardous conditions that caused the accident. However, they assert that Peppa's inattention at the time of the fall, and her subsequent refusal of recommended medical treatment, should significantly reduce any potential settlement amount.

Peppa has contacted you seeking legal advice on the following:

- (i) whether her actions at the time of the accident and her subsequent decision to refuse conventional medical treatment might affect any compensation she may be legally entitled to receive; and
- (ii) what damages she can reasonably expect to recover from MoTech.

Advise Peppa.

QUESTION 2

Byron owns a 1957 Porsche 356A Speedster, finished in rare aquamarine blue with tan leather interior. According to Porsche factory records, this colour combination was a special-order option and appears on only a small percentage of the 356A Speedsters ever produced. The vehicle holds profound sentimental value for Byron, as it was gifted to him by his father shortly before the latter passed away five years ago. Over the course of a decade, Byron's father had meticulously restored the Porsche, using only authentic parts. This exceptional craftsmanship has earned the car numerous awards at local classic car shows, and it has been featured in several automobile magazines as one of the finest examples of a preserved 1957 Porsche in the Caribbean region.

In October 2024, while properly parked at a car show, the Porsche was struck by a delivery truck, owned by Flash Freight Ltd. (Flash Freight). Byron was not in the vehicle at the time of the collision. The truck driver immediately accepted full liability for the accident. The crash severely damaged the car's body, frame and engine, necessitating major repairs.

Before the accident, the Porsche was valued at US\$180,000, but in its damaged state, it is worth only US\$50,000. Repair estimates obtained one month after the accident were approximately US\$165,000, requiring specialised craftsmen and rare parts to maintain its authenticity. Although the truck driver admitted liability, Flash Freight's insurer disputed the pre-accident valuation and repair estimate.

Following the accident, the Porsche was initially towed to Byron's trusted mechanic for damage assessment. One month later, after receiving the US\$165,000 repair estimate, Byron realised he

could not cover the costs out-of-pocket. With negotiations stalling with Flash Freight's insurer, the mechanic advised that his shop was not equipped for long-term storage of the severely damaged vehicle. On the mechanic's recommendation, Byron transferred the Porsche to a specialised storage facility charging US\$50 daily, where it has remained for nine months, accumulating approximately US\$13,500 in storage costs.

A new assessment conducted on August 1, 2025, revealed that repair costs had increased to US\$250,000 – attributed to parts scarcity and increased labour rates.

Byron regularly generates income from the Porsche, by renting it for film productions, professional photoshoots and high-end marketing campaigns. Typically, he earned US\$2,000 monthly from these rentals and has already lost US\$20,000 in rental income over the 10 months since the accident.

Flash Freight's insurer has recently offered US\$95,000 as settlement, claiming this reflects "fair market value" for a "standard classic Porsche". They refuse to acknowledge the car's rare colour combination, exceptional restoration, and any additional losses Byron has incurred as a result of the accident.

Byron is determined to restore the vehicle to preserve the legacy of his father's craftsmanship. Unwilling to accept what he considers an unfair settlement, he is contemplating court action.

Byron seeks advice on the appropriate measure of damages, and the likely approach a court will take in the assessment of any damages which may be awarded to him, if he proceeds with litigation.

Advise Byron.

QUESTION 3

On April 1, 2024, Sparkle entered into a contract with renowned wedding photographer, Lenslovers, to photograph her wedding, scheduled for March 8, 2025. Sparkle was particularly drawn to Lenslovers' distinctive artistic style, which had earned him significant recognition in the wedding photography industry. The written contract included the following terms:

- Full-day (10 hours) photography coverage including preparation, ceremony and reception.
- Delivery of 500 professionally edited digital images and one deluxe wedding album within 30 days.
- A total fee of US\$3,800, with a deposit of US\$1,500, payable upon signing, and balance payable one week before the wedding.
- A cancellation clause stating: "any cancellation by the photographer must be made no less than 30 days before the event date, except in cases of sudden illness or emergency which prevent such notice."

During their initial consultation, Sparkle emphasised that photography was extremely important to her because her grandmother, who lives overseas and could not attend the wedding due to health concerns, would be relying on the photos to experience the event. Sparkle also mentioned that she is a social media influencer who specialises in wedding and lifestyle content, with over 200,000 followers. She would naturally be sharing her wedding photos on her social media channels.

In January 2025, two months before the wedding, Sparkle finalised negotiations with Elegant Weddings Ltd, a luxury wedding brand, that had approached her with a US\$3,000 contract to feature her wedding photos on their social media channels and website. The contract specifically required the photos to meet their premium quality standards with respect to lighting, composition and editorial style. Sparkle had informed Lenslovers about this contract during a follow-up meeting in February 2025, expressing her excitement about the opportunity and reiterating the importance of receiving high-quality photos on time.

Sparkle paid the balance of US\$2,300 on March 1, 2025, as required by the contract. Three days before the wedding, on March 5, 2025, Lenslovers contacted Sparkle by email informing her that they could not fulfil the contract due to a "once-in-a-lifetime opportunity" to photograph a celebrity wedding on the same date for triple their usual fee. Lenslovers offered to refund the full amount paid and recommended that their assistant, Amber, cover the event at a reduced cost of US\$2,500.

Sparkle immediately responded expressing her shock, distress, and disappointment with the short notice. After reviewing Amber's portfolio, she determined that Amber's work lacked the distinctive artistic style and technical excellence that had specifically led her to hire Lenslovers. She rejected this proposed substitution.

Following Lenslovers' cancellation, Sparkle scrambled to find a replacement photographer. The only available photographer charged US\$5,000 for the same services.

The wedding proceeded as planned, and the replacement photographer provided the contracted services. However, when Sparkle received the photos, the quality and artistic style were noticeably different from Lenslovers' signature work. Many key moments, including the first dance and cake cutting, were poorly lit with inconsistent exposure. Several important family group photos appeared rushed with awkward positioning. The artistic composition that had drawn Sparkle to Lenslovers' portfolio was entirely absent.

When Sparkle submitted the wedding photos to Elegant Weddings Ltd., they rejected them as falling below their contractual quality standards, citing specific issues with lighting and composition. As a result, they cancelled the US\$3,000 contract.

Sparkle was devastated. Not only had she lost a lucrative contract, she was also unable to show her grandmother the kind of high-quality photos she had promised, causing significant disappointment for both of them. Additionally, her social media following expressed disappointment with the quality of the wedding photos, resulting in fewer likes, comments, and shares on her social media posts. Sparkle is experiencing anxiety, sleeplessness, and persistent distress, because photos that should have captured one of the happiest days of her life, failed to meet her expectations.

Advise Sparkle on the cause of action and any remedy she may seek against Lenslovers, in the circumstances.

END OF PAPER