

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

**LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATIONS 2026**

**LAW OF REMEDIES**

**(FRIDAY, MAY 15, 2026)**

**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.

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

Monetary sums are, for convenience, stated in United States dollars only. You are not required to convert to your local currency.

### **QUESTION 1**

Roy is a market vendor at Carnation Market in the capital, where he has sold produce for over fifteen years. He is well known and highly regarded among fellow vendors and persons in the surrounding community.

At approximately 9:00 p.m. on a Saturday night, Roy was heading home after a long day at the market when he was stopped by two uniformed police officers, Constables Cuff and Lucky. Officers had earlier received a report of a man acting suspiciously near a jewellery store in the market area, and Roy, dressed in dark clothing, was the only person nearby matching the description given.

Constable Cuff asked Roy to accompany the officers to the station. Roy asked why. Constable Cuff did not respond and reached towards him. Roy stepped back. Constable Cuff grabbed him by the collar and shoved him to the ground. Constable Lucky held Roy down, while Constable Cuff struck him multiple times across the lower back with his baton. This took place in front of a crowd of bystanders, many of whom were fellow vendors and regular customers. Constable Cuff applied handcuffs so tightly that they cut into Roy's wrists.

Roy was taken to the station. He was not formally arrested and was not informed of any reason for his detention. He was placed in a cell and held for 18 hours without charge. He asked repeatedly for permission to call his attorney-at-law. This was refused. His wife, having heard what had happened, contacted an attorney-at-law on his behalf. The attorney-at-law attended the station and secured Roy's release at a substantial fee. On his release without charge or explanation, Roy asked the duty officer why he had been held. The officer replied, "You should be grateful we let you go".

After his release, Roy sought medical attention, and was admitted to a private hospital for three days, in excruciating pain from the injuries sustained from the baton strikes. He subsequently underwent physiotherapy. Roy was unable to work for six weeks, but has since recovered and

returned to the market. His weekly income varies, and he has kept no financial records. He estimates his medical expenses, covering his hospitalisation and physiotherapy, to be considerable, though he has produced no bills.

On his return to the market, several vendors and customers who had witnessed the incident kept their distance. One long-standing customer told him, "I don't want any trouble".

Roy said that he felt everything he had built over 15 years had been taken from him in one night, and that he wanted the court to send a message that what was done to him should not be done to any person.

Constable Cuff was subsequently charged with a criminal offence arising from the incident and found guilty. No criminal or disciplinary proceedings were initiated against Constable Lucky.

Roy has since consulted you. He intends to bring civil proceedings arising from these events and seeks your advice.

**Required:**

Advise Roy on the causes of action available to him, and the heads of damage recoverable.

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**QUESTION 2**

You are a junior attorney-at-law at a law firm. Your supervising attorney-at-law, who previously met with the client, Betty Blue, has handed you her file which reveals the following:

Betty is a single mother who works as a domestic worker and earns a modest income. Her son, Prince, aged 17, was killed in a motor vehicle accident. Prior to his death, Betty lived with Prince and her younger son, Junior, aged eight.

At the time of his death, Prince was in his final year of secondary school. Betty described him as a hardworking student, with strong performance in mathematics and the sciences. His school had referred him to a technical and vocational programme operated jointly with a local

engineering firm. Prince had expressed a clear intention to pursue a career in mechanical engineering.

On weekends and during school holidays, Prince worked at a local hardware store. He typically worked every Saturday, every Sunday, and on each day of the school holidays. Each week he gave Betty half of his earnings towards household expenses. Beyond occasional small gifts to Junior, such as a school snack or a toy, Prince made no financial contribution of any kind towards his brother. Junior's father, from whom Betty separated several years ago, maintains an active role in Junior's life and meets his financial needs in full.

Prince was fatally injured one afternoon when he was struck by a minibus, while crossing a busy main road. He was looking at his mobile phone and wearing earphones, and stepped into the road without checking for oncoming traffic. A minibus, owned and driven by one Mr. Speedie, was at the time travelling well above the speed limit, racing a rival bus to reach a nearby bus stop and collect waiting passengers. Prince was struck by the minibus and sustained serious injuries. He was taken to hospital, where he underwent emergency surgery and remained in critical condition. Two weeks after the accident, he died from the injuries he sustained.

Betty took unpaid leave from work to remain at Prince's bedside throughout his hospitalisation. She has not returned to work since his death. She arranged and paid for his funeral, the total cost of which she has not yet quantified. Following his death, members of the community organised an online fundraising campaign, which raised US\$2,000 for Betty and her family.

Betty presented as deeply distressed and stated that she cannot face going on without Prince. She stated that she has been unable to deal with anything since his death, and acknowledged that some time has passed since the accident.

Betty seeks advice on any claims arising from Prince's death and any compensation that may be recovered.

**Required:**

Prepare a memorandum to your supervising attorney-at-law identifying any claims available and the damages recoverable. Where the information available is insufficient to advise fully on any

aspect of the claim, identify what further information would be required and explain why it is needed.

**NOTE: For the purposes of this examination, your response need not include a statement of material facts.**

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### **QUESTION 3**

Bella Blackman owns and operates a small hotel through her company, BB Ltd. In March of last year, BB Ltd. entered into a contract in writing with Constructive Construction Ltd. ("CC Ltd.") for the renovation of the hotel's restaurant and bar, at an agreed price of US\$400,000. The contract required the works to be substantially completed by November 1, in time for the hotel's annual gala, a ticketed event Bella has hosted every December for the past eight years. In previous years, the gala generated net profit of between US\$30,000 and US\$40,000 after costs. Advance ticket sales for the upcoming event had already raised US\$20,000.

During negotiations, Bella and CC Ltd.'s managing director discussed the importance of the November completion date. Notes of the meeting record that the managing director was made aware of the annual gala and its significance to the hotel's business. The contract contained the following clause:

*"In the event that the works are not substantially completed by November 1, the contractor shall pay to the owner the sum of US\$50,000."*

By mid-October, it had become apparent that the works would not be completed by November 1. Bella made enquiries about holding the gala at an alternative venue and secured a nearby events space at a hire cost of US\$5,000. She ultimately decided against using the venue, concluding that the hotel setting was integral to the event's character. The events space remained available throughout December and into the new year, but Bella made no further contact with the venue operator.

The works were not substantially completed until December 20. As a result, Bella was unable to hold the gala, and it was cancelled.

During the period of the renovation works, the hotel's restaurant and bar were closed to guests. BB Ltd. estimates that lost revenue from these facilities during the renovation period amounts to US\$35,000.

Bella had entered into a sponsorship agreement with a local rum brand, under which the brand agreed to pay US\$5,000 in exchange for branding rights at the gala. This arrangement had not been discussed with CC Ltd. during the negotiation of the contract. When the gala was cancelled, the brand withdrew and Bella lost the sponsorship payment entirely.

A number of ticket holders subsequently contacted Bella seeking a refund of their money.

Throughout the period of delay, the uncertainty surrounding the gala and the future of her business caused Bella considerable anxiety, distress and sleeplessness.

BB Ltd.'s attorneys-at-law have written to CC Ltd., claiming damages for the full extent of their client's losses arising from the delay. CC Ltd. admits that the works were not completed by the contractual date, but disputes the amount it is liable to pay. Your firm acts for CC Ltd.

**Required:**

Advise CC Ltd., giving reasons, on:

- (i) whether the contractual clause fixes the damages payable to BB Ltd. at the stipulated sum; and
- (ii) its liability in damages to BB Ltd. if the clause is unenforceable.

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**END OF PAPER**