

COUNCIL OF LEGAL EDUCATION

ADMISSIONS BOARD

ANNUAL ENTRANCE EXAMINATION BOOKLET

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FOREWORD

The mandate of the Council of Legal Education (öCouncilö) pursuant to the Agreement establishing the Council, as amended, (öthe Agreementö), is to undertake and discharge general responsibilities for the practical professional training of persons seeking to become members of the legal profession in the participating territories that are parties to the Agreement.

Article 3 of the Agreement states, *inter alia*, that persons who hold a degree from a University or Institution which is recognized by the Council as being equivalent to the University of the West Indies (UWI) LL.B degree, shall be eligible for admission to the Law Schools of the Council, subject to the availability of places and to such conditions as the Council may require. In this regard, the Council has the specific power to evaluate courses of study and to accord appropriate recognition of legal qualifications obtained at non-UWI institutions.

Council has determined that a person holding a recognized degree from a University or Institution referred to in Article 3, (other than the LL.B degree issued by the University of the West Indies and the LL.B issued by the University of the Guyana issued from 1998 under the terms of the Collaborative Agreement, the University of the West Indies and the Council), must sit an entrance examination. The examination is intended to assist with determining priority placing to the Council's law schools, placing being subject to the availability of spaces.

Council has established an Admissions Board with responsibilities to set and conduct an annual entrance examination for the purpose of selecting candidates to fill available places at its law schools. The Admissions Board is the final sanctioning authority in respect of all matters concerning the examination and the allocation of places to successful candidates.

The examination will test candidates in five (5) core subjects, namely, the law of contract, tort, equity, real property and criminal law. The examination paper will be divided into five sections representing each of the five core subject areas. Candidates will be required to answer one of two questions from each section in a three (3) hour written examination.

CANDIDATES MUST ATTAIN A MINIMUM OF FORTY PERCENT (40%) IN EACH OF THE FIVE CORE SUBJECTS.

This booklet contains a compilation of sample questions in each of the core subject areas listed above. The intention is to give candidates an idea of the types of questions to be given in the examination. This booklet should be treated as a guide, only, in preparing for the examination. The format of the sample questions, which represents both problem-solving and essay-type questions, is to be expected in the examination.

LAW OF CONTRACT

Examinable Topics

1. Offer and Acceptance
2. Consideration
3. Intention to Create Legal Relations
4. Contractual Terms
5. Exemption Clauses
6. The Doctrine of Privity
7. Mistake
8. Misrepresentation
9. Illegality
10. Breach of Contract
11. Frustration
12. Remedies for Breach of Contract

Suggested Reading

Cheshire, Fifoot & Furmston, Law of Contract (Butterworths ó latest edition)

Treitel, The Law of Contract (Sweet & Maxwell ó latest edition)

Chaudhary, R.L., West Indian Law of Contract (Horoco International)

Affonso, Timothy A., Contract Law: A Commonwealth Caribbean Casebook (2013)

McKendrick, Ewan, Contract Law Text, Cases and Materials (4th ed., OUP)

Sample Questions

1. Critically discuss, with reference to decided cases, any **one** of the following statements:

(a) Acceptance of an offer cannot be inferred from silence.

OR

(b) The court as a general rule will not permit the recovery of benefits transferred under an illegal contract.

2. Advise the parties in **all** of the following scenarios:

(a) On February 15, Peter borrowed \$25,000 from James and agreed to repay this amount plus interest of 12% on September 1. On June 10, James accepts the sum of \$20,000 from Peter in full and final settlement of the debt owed to him by Peter. However, on September 1, James decided to claim the full amount of the debt from Peter.

Advise James.

(b) Paul agrees to buy a rocking chair from Exquisite Antiques Limited. The sales manager of Exquisite Antiques Limited tells Paul that the rocking chair was made in the early eighteenth century. In fact, it is a very good imitation made in the late nineteenth century. Paul pays top dollars for the rocking chair.

Advise Paul

(c) Regal Estates is well-known for the famous weddings which occur on its premises. Harry and Kim will be married in the reception hall at Regal Estates on April 15. The night before the wedding, James, the chief electrician of Regal Estates carried a kerosene lamp in order to see to fix an electrical breaker on the Regal Estates property. James tripped on the kerosene lamp, which resulted in a fire. The fire destroyed the reception hall. Regal Estates claims that the contract has been frustrated.

Advise Harry and Kim.

LAW OF TORT

Examinable Topics

1. Negligence (including negligent misstatement, economic loss, causation and remoteness, contributory negligence and volenti)
2. Nuisance
3. The rule in Rylands vs Fletcher
4. Deceit

Suggested Reading

Winfield & Jolowicz on Tort 19th Revised Ed. (2014 ó Sweet & Maxwell)

Salmond & Heuston on the Law of Torts 21st Ed (1996 ó Sweet & Maxwell)

Kodilinye, G., Tort: Text, Cases and Materials, 4th Ed. (2009 ó Routledge ó Cavendish)

Weir, A Casebook on Tort 6th Ed, (1988 ó Sweet & Maxwell)

Weir, A Casebook on Tort 8th Ed. (1996 ó Sweet & Maxwell)

Sample Questions

1. With reference to decided cases indicate and discuss the ways in which the law differentiates between unintentional torts (such as negligence) and intentional torts (such as deceit).
2. Gregory was a policy holder with Starco Insurance Co. Ltd. (Starco). At a party, Gregory asked the manager of Starco whether Starco's sister company, Starbright Co. Ltd. (Starbright) was a safe company into which Gregory's savings might be invested. The manager replied: "Don't worry, safe as houses. I've seen the books and invested myself."

On a visit to Starbright, Gregory asked Starbright's accountant the same question. The accountant told Gregory that he was rushing out to lunch but, in answer to Gregory's question, he replied, "Sure, invest. Why not?"

Accordingly, Gregory invested \$10,000 in Starbright. Two months later, Starbright crashed and ceased to trade.

Advise Gregory.

REAL PROPERTY

Examinable Topics

1. Co-ownership: concurrent interest in land - tenancy in common and joint tenancy with the doctrine of trust for sale and overreaching
2. Leases (Landlord and Tenant).
3. Easements
4. Restrictive covenants
5. Mortgages

Suggested Reading

Megarry and Wade, *The Law of Real Property*, 8th Ed. (2008 ó Sweet and Maxwell)

Cheshire & Burns, *Modern Law of Real Property*, 18th Ed. (2011 ó Oxford University Press)

Riddal, J.G., *Introduction to Land Law*, 4th Ed. (1988 ó Butterworths)

Gray, Kevin, *Elements of Land Law* (latest edition)

Maudsley & Burns, *Land Law: Cases and Materials*, 7th Ed. (2009 ó Butterworths)

Owusu S., *Commonwealth Caribbean Land Law*, (2006 - Routledge Cavendish)

Sample Questions

1. Equity treats an agreement for a lease as being as good as a lease. Discuss.
2. Five years ago John and Mary got married. Both were previously married but were subsequently widowed. They both have children, John two sons and a daughter and Mary one daughter. After they got married they purchased a house in their joint names as the matrimonial home.

Earlier this year, however, Mary's daughter died unmarried and childless. Her closest relatives are now two cousins.

In the circumstances John recently suggested to Mary that they abandon the joint tenancy and transfer the property to him solely. He in turn would make a Will granting her a life interest in the property and thereafter the property would go to his children. Mary however has rejected this proposal.

Advise John as to what steps he can take, if any, in order to make provision for his children with respect to the property.

EQUITY

Examinable Topics

1. Equity in an historical context and maxims of equity
2. Injunctions ó Mareva Injunctions and the Anton Pillar Order
3. Specific Performance and Part Performance
4. Trusts as an equitable remedy - uses in property rights, including matrimonial property, constructive and resulting trusts

Suggested Reading

Pettit, Equity and the Law of Trusts (Butterworths ó latest edition)

Handbury & Martin, Modern Equity (Sweet and Maxwell ó latest edition)

Heydon & Leeming, Cases and Materials on Equity and Trusts (LexisNexis, 8th Ed.)

Todd & Watts: Cases and Materials on Equity and Trusts, (OUP, 9th Ed.)

Owusu, Commonwealth Caribbean Land Law (Routledge Cavendish, 2006)

Kodilinye & Carmichael, Commonwealth Caribbean Law of Trusts (Cavendish, 3rd Ed.)

Sample Questions

1. A promissory estoppel arises where a party has expressly or impliedly, by conduct or by negligence, made a statement of fact, or so conducted himself, that another person would reasonably understand that he made a promise thereon. Where this arises, the party who made such a promise has to carry out the promise.

Using case law, explain how this is applied and what needs to be proven.

2. It was the year 1991. Miss Paris and Mr. Denver met. They were attracted to each other. An intimate relationship blossomed and out of that relationship two children were born by 1996. In the year 2000, Miss Paris' keen eyes fell upon an advertisement for a town house development at 16 Paxley Road, Kingsworth. She brought it to the attention of Mr Denver and they purchased the property.

Miss Paris contributed JA\$1m to the purchase price by way of a loan from her mother. Only Mr. Denver's name was placed on the Title. The property became the family home and they lived there until 2008 when the relationship came under severe stress and eventually collapsed. Ms. Paris moved out in July 2008.

Ms. Paris has come to you, seeking to claim an interest in the property and has asked for your guidance. Advise her.

CRIMINAL LAW

Examinable Topics

1. Nature and Function of Criminal Law
2. Elements of a Crime
 - a. Actus Reus
 - i. Causation
 - ii. Acts, Omissions
 - b. Mens Rea
 - i. Intention
 - ii. Recklessness
 - iii. Negligence
 - iv. Knowledge
 - v. Malice
 - vi. Wilfulness
 - vii. Motive
3. Coincidence of Actus Reus and Mens Rea
4. Transferred Malice
5. Strict Liability Offences
6. Vicarious Liability
7. Types of Crimes:
 - a. Homicide: (i) Murder, Manslaughter (ii) Abortion, infanticide, concealment of birth
 - b. Assault and Battery
 - c. Sexual Offences
 - d. Larceny
 - e. Robbery
 - f. Inchoate Crimes: (i) Attempts (ii) Conspiracy (iii) Incitement

8. Participants in a Crime:
 - a. Accomplices
 - b. Primary
 - c. Secondary

9. Defences
 - a. Self -Defence
 - b. Insanity
 - c. Intoxication
 - d. Provocation
 - e. Automatism
 - f. Duress
 - g. Necessity
 - h. Diminished Responsibility
 - i. Mistake

Suggested Reading

Card, Cross & Jones, Criminal Law (Butterworths, latest ed.)
Smith & Hogan, Criminal Law (Butterworths, latest ed.)
Smith & Hogan, Criminal Law: Cases and Materials (Butterworths, latest ed.)
Elliot & Wood, A Casebook on Criminal Law (Sweet & Maxwell latest ed.)

Sample Questions

1. Answer **BOTH (a) and (b)**

(a) Critically assess the circumstances upon which criminal responsibility for failing to act will be imposed in criminal law.

(b) *actus non facit reum nisi mens sit rea* Discuss the validity of this maxim in modern day criminal law

2. Peter, Frank and John decided to rob Jane at her home. John drove Peter and Frank to Jane's house. The agreement was that John would wait in the car while Peter and Frank commit the robbery.

After John saw Peter and Frank enter Jane's house, John decided that he did not want to be a part of the robbery anymore, so he drove off, leaving Peter and Frank at Jane's house.

Peter and Frank found Jane asleep in her bedroom. Peter took out a gun from his waist. Frank was not aware that Peter had a gun in his possession. Prior to entering the car, Peter had shown the gun to John.

Peter went over to Jane with the gun and woke her up. Frank stood still, unsure of what to do. Peter pointed the gun at Jane and instructed her to remove all her clothes. Jane was afraid so she complied with the instructions. Peter took off all his clothes and climbed into the bed with Jane. Peter tried to put his penis into Jane's vagina, but it was too limp for penetration. Peter jumped off the bed and he said to Frank, "I go watch you ride it." Frank replied, "I not doing dat. I didn't come here for dat. Leh we just take money and jewellery and go." Peter then threatened to shoot Frank if he did not go over by Jane and give him a good show.

Frank was afraid of being shot so he went over to Jane. Jane did not want to die so she did not resist. Frank started having sexual intercourse with her. Peter started to cheer him on loudly. The noise caused Jane's 10 year-old son, Paul, to get out of his bed. Paul walked into his mother's room. This startled Peter who accidentally shot Paul. Peter grabbed his clothes and ran out.

Upon seeing this, Jane grabbed a scissors from the side table next to the bed and stabbed Frank several times before he could have escaped. Paul subsequently died.

Advise John, Peter and Frank on their criminal responsibility.