Replacing Article 917A

Annotated Model Legislative Package

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Source cut-off: 5 September 2026

Consultation model. These provisions are proposals and are not law.

Companion to *Replacing Article 917A: What Saint Lucia Should Keep, Change and Write for Itself — A current-law audit, reform blueprint and first model legislative package*.

Purpose and scope

This package supplies two complete model legislative components: a 32-section reception bill and a 40-section contract performance and remedies bill. They have different jobs. Bill A changes the authority through which specified English-law sources continue and develop. Bill B supplies a first substantive module for identified contracts while retaining the surrounding law.

This is not a complete replacement of the Civil Code, a completed code of all obligations, or a proposal to end every separate route by which English law can be relevant in Saint Lucia. The accompanying research inventory and case-based evaluation explain the evidence and the remaining work.

Reading guide

1. **Bill A — Civil Obligations (Continuity and Domestic Development) Bill.** The proposed operative text, including its three schedules.
2. **Notes to Bill A.** Its reasons, clause annotations, source references R1–R12, transition choices and remaining risks. These notes are not operative provisions.
3. **Bill B — Contract Performance and Remedies Bill.** The proposed operative text, including its interface schedule. The short title within the text remains the Contract Performance and Remedies Act.
4. **Notes to Bill B.** Clause annotations, policy alternatives and the primary-source register prefixed CM. These notes are not operative provisions.
5. **Focused Code-to-draft crosswalk.** Thirty-three rows identify five source connections replaced, twenty conditional contractual substitutions and eight provisions expressly preserved with coordination.

The dates must also be distinguished. **5 September 2026 is the research source cut-off.** Bill A's proposed legal cut-off would occur 180 days after Gazette publication if enacted as drafted. Bill B has its own coordinated commencement. Neither proposed legal date has occurred merely because this research was published.

Within each bill, a reference to a section or schedule ordinarily means that bill's provision. An article number refers to the Civil Code unless another Code is specified. The enacted-law descriptions in the annotations must be read with their sources and qualifications. A reference to a foreign decision or model instrument does not itself incorporate it into Saint Lucian law.

The classification **retain, clarify or reform** describes the proposal's purpose and legal effect. A provision can be mixed. An article count does not measure the share of all operative law retained or the percentage of drafting work completed.

The model has undergone internal source checking and adversarial drafting review. It has not received external professional validation, government endorsement or parliamentary approval. Material review questions are identified beside the completed text so that scrutiny can address specific choices.

Bill A — Civil Obligations (Continuity and Domestic Development) Bill

Proposed operative text.

Arrangement of sections

A Bill for an Act

To end automatic updating through specified references to English law in the Civil Code; to continue the law already applicable through those references; to preserve existing legal relations and the authority of courts administering the law of Saint Lucia; to provide accessible records and a domestic process for reviewing that law; and for connected purposes.

BE IT ENACTED by the Parliament of Saint Lucia as follows:

Part I — Preliminary

1. Short title

This Act may be cited as the Civil Obligations (Continuity and Domestic Development) Act.

2. Commencement and reception cut-off

(1) Sections 1 to 4 and 21 to 31 come into force on publication of this Act in the Gazette.

(2) The remaining provisions come into force at the beginning of the one hundred and eightieth day after that publication.

(3) The Attorney General shall, within fourteen days after publication, publish in the Gazette and on the official legislation website a notice stating the calendar date and local time of commencement under subsection (2).

(4) The notice records the operation of subsection (2); its omission or an error in it does not alter commencement. An error shall be corrected promptly in the same manner.

3. Objects

The objects of this Act are to—

(a) maintain continuity of the law actually applicable in Saint Lucia through the specified reception provisions;

(b) require domestic legal authority for subsequent changes to that law;

(c) distinguish the ascertainment and publication of existing law from the adoption of new law;

(d) preserve the mixed structure and express provisions of the Civil Code pending deliberate substantive reform; and

(e) establish a proportionate and continuing programme of public explanation and legislative review.

4. Interpretation

In this Act—

“Code” means the Civil Code of Saint Lucia, Cap. 4.01;

“cut-off” means the commencement under section 2(2);

"domestic enactment" means an enactment having force in Saint Lucia otherwise than solely through a specified reception provision, and includes this Act;

"foreign development" means the making, amendment, repeal or commencement of a foreign enactment or instrument, or a decision or legal rule of a foreign court, occurring after the cut-off;

"received law" means a rule or provision, whether derived from an enactment, common law or equity, having force as part of the law of Saint Lucia immediately before the cut-off by operation of one or more specified reception provisions, to the extent and subject to the conditions with which it then had that force;

"register" means the research register maintained under section 22;

"retained law" means received law continued by section 6, as subsequently interpreted, developed, amended or replaced under the law of Saint Lucia;

"source version" means the version of an English provision or rule relevant to its reception, including its amendments, commencement, territorial operation and temporal conditions;

"specified reception provisions" means Article 917A, the reference to the law of England in Article 920(2), the exception referring to the law of England in Article 944, Article 974A and Article 1127A of the Code as they stood immediately before the cut-off;

"working day" means a day other than a Saturday, Sunday or public holiday in Saint Lucia.

Part II — Continuity and domestic authority

5. Scope

(1) This Act applies to reception through the specified reception provisions and does not enlarge their former subject matter, territorial application or legal effect.

(2) It does not make a rule applicable merely because that rule exists in England or concerns contracts, quasi-contracts or torts.

(3) An independently applicable domestic enactment remains applicable according to its own terms.

(4) Except as expressly provided in this Act, reception through another provision, including Article 916A or Article 1137 of the Code, is neither terminated nor enlarged.

(5) Continuation of received law under this Act does not itself create an offence, a criminal penalty, a public regulatory power or a right to impose a tax which did not previously exist under the law of Saint Lucia.

(6) This Act binds the Crown, but does not enlarge the substantive liability of the Crown or remove an immunity merely by continuing a received rule.

6. Continuity of received law

(1) Received law continues after the cut-off as part of the law of Saint Lucia by authority of this Act, subject to this Act and other domestic law.

(2) Continuity does not depend on whether the rule or provision—

(a) was previously pleaded or applied in a reported or unreported proceeding in Saint Lucia;

(b) has been entered in the register; or

(c) has previously been identified by a public authority.

(3) This section does not validate a rule or provision which was not legally applicable immediately before the cut-off.

(4) For the purposes of this Act, a court or other decision-maker shall determine whether a rule forms part of retained law as a question of the law of Saint Lucia. Its English origin does not, of itself, require it to be proved as foreign law.

7. Determining the retained baseline

(1) Whether and to what extent a rule or provision was received shall be determined by applying the specified reception provisions as they stood immediately before the cut-off, the Constitution, applicable domestic enactments and the rules of judicial authority binding on the court or decision-maker.

(2) That determination shall take account of—

(a) the relevant source version and whether it had come into force in England;

(b) the subject matter of the particular rule or provision;

(c) express exceptions, exclusions and domestic conflicts;

(d) the adaptations legally necessary for its operation in Saint Lucia; and

(e) the rules governing its application to the transaction, act, omission, event or proceeding in question.

(3) A judicial decision made after the cut-off may establish that a rule was, or was not, part of the baseline. The date of that decision does not by itself make the decision an adoption of new foreign law.

(4) Neither the existence of uncertainty nor the absence of a prior decision creates a presumption for or against reception.

8. End of automatic foreign updating

(1) A foreign development does not, solely by operation of a specified reception provision or this Act, create, alter or extinguish a rule of the law of Saint Lucia.

(2) An English enactment passed before the cut-off but not yet in force in England at the cut-off is not received merely because it later comes into force.

(3) Repeal or amendment in England after the cut-off does not of itself repeal or amend retained law.

(4) This section applies to all matters determined after the cut-off, including matters described in sections 16 and 17, subject to section 19.

9. Source versions and connected provisions

(1) An English enactment continued as retained law is continued only in the source version legally applicable at the cut-off, subject to the earlier temporal application required by sections 16 and 17.

(2) A definition, cross-reference, subordinate instrument, saving or other connected provision is continued only so far as it was itself legally operative in Saint Lucia as part of, or necessary to give effect to, the received rule immediately before the cut-off.

(3) This section neither determines that every instrument made under a received English Act was itself received nor confers on a foreign person or body a new power to make law for Saint Lucia.

(4) A reference in retained law to another English enactment or instrument does not select a version amended or commenced after the cut-off.

(5) A formula which was legally operative before the cut-off may continue to operate on changing facts or numerical data in the manner already required by that formula. A foreign change to the legal formula, its prescribed inputs or its legal consequences has no effect solely under this subsection.

(6) Subsection (5) does not continue a power of a foreign authority to prescribe or revise a legal monetary limit, damages award, penalty or class of person entitled to a remedy. A published market rate, exchange rate or statistical index used by an existing formula is to be distinguished from such a prescription. Whether a changed series or methodology remains the input selected by the existing formula is determined under that formula and applicable domestic law; this Act does not authorise an administrator to select a substitute input.

10. Legislative priority

(1) The Constitution prevails over retained law.

(2) An express provision of the Code or another domestic enactment prevails over inconsistent retained law.

(3) A provision of this Act concerning the specified reception provisions prevails over an inconsistent provision of the Code to that extent.

(4) Retained law supplements a domestic enactment only to the extent permitted by that enactment and does not displace a special statutory regime merely because a general rule offers a different result.

(5) A later domestic enactment may amend or replace retained law according to its terms and the ordinary rules of statutory interpretation. This Act does not require a future Parliament to use a particular form of words.

11. Domestic judicial development

(1) The courts administering the law of Saint Lucia may interpret and develop retained common law and equitable principles in accordance with their jurisdiction, the Constitution, domestic enactments and the applicable rules of precedent.

(2) Continuation under section 6 does not convert a common-law or equitable rule into an unalterable statutory rule.

(3) An English statutory provision continued as retained law remains subject to ordinary statutory interpretation; this section does not confer a power to amend its legislative substance by treating it as a common-law rule.

(4) This Act does not enlarge the power of a lower court to depart from a binding decision or alter the jurisdiction or authority of an appellate court.

12. Use of later foreign judgments and materials

(1) A foreign judgment or other comparative material may be considered to the extent permitted by the ordinary law of Saint Lucia.

(2) A later English judgment may assist in determining the meaning of a source version or the content of common law before the cut-off, but is not conclusive merely because it is a decision of an English court.

(3) When a later foreign judgment changes a common-law rule, a court in Saint Lucia may consider its reasoning in the exercise of the domestic power described in section 11; the foreign change does not operate automatically.

(4) A court relying on a later foreign decision to resolve a disputed question under this Act shall identify whether it is ascertaining earlier law or developing domestic common law.

(5) A judgment delivered in an appeal from Saint Lucia is not treated as a foreign judgment merely because the appellate court sits outside Saint Lucia. Its authority is governed by the law applicable to that court and appeal.

13. Cause, gratuitous contracts and third-person rights

(1) The replacement of Article 917A does not introduce the English doctrine of consideration into contracts governed by the law of Saint Lucia.

(2) Cause or consideration, gratuitous obligations and the rights of third persons remain governed by the Code, including Article 917A as substituted by this Act, and other applicable domestic law.

(3) Nothing in this section removes a requirement concerning lawful cause, capacity, consent, form or publicity imposed by other applicable law.

14. Construction of the Code and protected regimes

(1) In construing Articles 918 to 989 and 991 to 1132 of the Code, a court shall continue to take account of retained law so far as practicable and consistent with domestic enactments.

(2) The substitution of Article 917A does not restore an obligation to construe those articles in accordance with the law of Lower Canada or the Coutume de Paris.

(3) Comparative consideration of those or other legal traditions remains permissible; their foreign origin neither gives nor denies them binding force.

(4) The protections formerly contained in Article 917A(2) continue through Article 917A as substituted. In particular, this Act does not replace the Code's rules of proof or its special contractual regimes with general English law.

15. Applicable law in international cases

(1) This Act governs reception into the domestic law of Saint Lucia. It does not of itself change the rules which determine the law applicable to a contract or another international private-law dispute.

(2) Where the rules of Saint Lucia validly select English law as the governing foreign law, this Act does not substitute retained law for that foreign law or freeze that foreign law at the cut-off.

(3) The temporal and substantive effect of such a selection remains subject to the applicable rules of private international law, mandatory domestic law and the terms and effect of any valid agreement.

Part III — Temporal application

16. Earlier transactions and accrued rights

(1) Subject to this Part and subsequent domestic legislation, this Act does not extinguish or enlarge a right, obligation, liability, defence or remedy arising from a transaction, act, omission or event before the cut-off merely because its source was a specified reception provision.

(2) For a matter arising before the cut-off and determined afterwards, the former reception provisions shall be applied for the purpose of identifying the law relevant to that matter, with the following limits—

(a) the selected body of English law shall be no later than that in force immediately before the cut-off;

(b) an earlier source version shall be used where the rules applicable before the cut-off, including applicable rules protecting accrued rights or restricting retrospective operation, require that earlier version; and

(c) a foreign development after the cut-off shall not acquire domestic force through the saving of a former reception provision.

(3) This section does not declare that every English provision in force at the cut-off applies retrospectively to earlier conduct. That question shall be determined under paragraph (2)(b).

(4) Unless subsequent domestic legislation provides otherwise, obligations under a contract concluded before the cut-off continue under the applicable domestic law, including retained law and its lawful domestic development.

(5) Where the law applicable before the cut-off preserves the effect of an earlier provision for an earlier transaction, right, obligation or liability, that provision may continue to be applied to the extent required for that preserved effect although it was no longer generally operative at the cut-off. This is preservation of its historical application, not a restoration of its general operation or a means of receiving a foreign development after the cut-off.

17. Pending proceedings, appeals and retrials

(1) Section 16 applies to a proceeding pending at the cut-off and to a proceeding subsequently commenced concerning an earlier matter.

(2) Commencing proceedings before the cut-off does not preserve an entitlement to automatic reception of foreign developments after the cut-off.

(3) Where a judgment or order made before the cut-off is appealed, its correctness shall be assessed by reference to the law applicable to the decision when made, subject to the ordinary powers of the appellate court and any expressly applicable subsequent domestic enactment.

(4) On a retrial or rehearing after the cut-off, sections 7 and 16 apply, subject to a binding determination or direction made in the appeal. The review of a former decision under subsection (3) and the determination of a matter afresh are distinct for this purpose.

(5) No hearing, appeal or retrial may select an English source version later than the cut-off through a specified reception provision or a saving of that provision.

(6) This Act does not alter rules governing permission to appeal, admissibility of new arguments, issue estoppel, res judicata, limitation or the reopening of a judgment.

18. Relationship with substantive replacement legislation

(1) Continuation of a rule under this Act does not prevent its replacement by a domestic enactment governing contract performance and remedies or another subject.

(2) A substantive replacement enactment governs the transactions, events and proceedings to which its own application and transition provisions extend; retained law continues only to the extent not displaced for those matters.

(3) The general savings in this Act shall not be construed to nullify an express application or transition provision in such an enactment.

(4) Unless the substantive replacement enactment provides otherwise, its enactment alone does not make every existing contract a new contract or alter every pre-existing contractual right.

19. Finality and settlements

(1) This Act does not, by reason only of the substitution of a reception provision, reopen a final judgment, undo performance under a final order or invalidate a settlement concluded before the cut-off.

(2) This section does not bar a challenge available under a ground of domestic law independently of this Act.

(3) No entry, omission or correction in the register reopens a judgment or settlement.

20. Relationship with the Interpretation Act

(1) Sections 27 and 28 of the Interpretation Act continue to apply except to the extent that a provision of this Act expressly provides a different rule.

(2) A saving of the former operation of a specified reception provision, or the construction of a reference to that provision under section 28 of the Interpretation Act, shall be read subject to sections 8, 16 and 17 of this Act.

(3) Such a saving or reference does not continue the automatic reception of a foreign development after the cut-off.

(4) Subject to the historical application preserved by section 16(5), the replacement of the specified reception provisions does not revive a repealed enactment, a displaced source-selection rule or a legal rule which had ceased to apply before the cut-off.

Part IV — Public access and domestic maintenance

21. Responsibility for public legal information

(1) The Attorney General shall arrange for the performance of the information and review functions in this Part through the Attorney General's Chambers.

(2) Assignment of research or publication work to another person does not transfer legal authority to determine the content of retained law or amend it.

(3) The Attorney General shall publish the office responsible, its contact arrangements and the procedure for submitting sources and suggested corrections.

22. Retained-law research register

(1) The Attorney General shall establish and maintain a publicly accessible register of identified and candidate retained-law sources.

(2) The register shall contain the information specified in Schedule 2, so far as established, and shall identify missing information and disputed conclusions.

(3) The register is a research and explanation service. Inclusion, exclusion, classification or correction of an entry does not itself create, alter, extinguish, validate or conclusively establish any rule, right, obligation or liability.

(4) A description of a judicial holding shall identify its court, date, relevant issue, source version and any known appellate history. It shall not represent a provisional or lower-court conclusion as a final determination binding in every case.

(5) A proposal for new law shall be displayed separately from information about existing law.

23. Access, versions and source records

(1) The register shall be available without charge on an official website in searchable and downloadable form and for inspection at a public location designated by the Attorney General.

(2) The Attorney General shall preserve dated versions, underlying public source records so far as lawfully reproducible, and a record of substantive corrections.

(3) Where a complete source cannot lawfully or practically be reproduced, the entry shall identify the source precisely, explain the access limitation and state how the public may obtain access so far as known.

(4) Explanations in ordinary language and accessible formats shall accompany priority entries, without purporting to replace their legal sources.

(5) The initial register shall be published no later than the cut-off. Incompleteness shall be disclosed and does not postpone the cut-off or remove continuity under section 6.

24. Corrections and contested entries

(1) A person may submit a correction or competing interpretation with supporting sources.

(2) The responsible office shall acknowledge the submission within twenty working days and, within sixty working days, publish a response or state the additional work required and an expected response date.

(3) Where a substantial legal dispute remains unresolved, the entry shall identify that dispute and the principal sources supporting the competing interpretations.

(4) A material correction shall be dated and explained; the prior version shall remain accessible with an appropriate correction notice.

(5) A response under this section is not a binding determination of private rights and does not replace access to a court or the ordinary law of judicial review.

25. Use of the register in proceedings

(1) A court may consult the register as a research aid but shall determine questions of law by reference to the relevant legal authorities.

(2) An official copy of a source may be used in the manner permitted by the ordinary law of evidence and procedure; the register's classification of that source is not conclusive evidence of legal applicability.

(3) A person shall not lose a civil right, defence or remedy solely because the source supporting it was absent from the register or had not been officially identified.

(4) This section does not prevent a court from managing the fair presentation of an unfamiliar authority, including allowing an opportunity to respond under its existing procedural powers.

26. Annual maintenance programme

(1) Within twelve months after publication of this Act, and annually thereafter, the Attorney General shall publish a maintenance programme and report.

(2) The report shall state—

(a) the fields examined, the search methods and the limits of coverage;

(b) significant unresolved questions and newly identified baseline sources;

(c) foreign developments considered and the reasons for recommending domestic action or no action;

(d) proposed priorities, responsible offices, available resources and anticipated completion dates; and

(e) progress against the previous programme.

(3) The report shall be laid before each House of Parliament within twenty sitting days of that House after publication.

(4) Failure to complete a review does not cause retained law to expire or a foreign development to become law.

27. Proposals for substantive legislative change

(1) The Attorney General may prepare proposals to retain, clarify, consolidate, amend or replace retained law.

(2) A proposal shall distinguish an assertion about existing law from a proposed substantive change and shall identify any uncertainty concerning the existing position.

(3) No proposal, report, register entry, executive direction or regulation under this Act has the effect of adopting a new substantive rule.

(4) Legislative adoption under the process established by this Act shall be by an Act of Parliament. Nothing in this subsection removes an independently conferred legislative power under another domestic enactment or prevents lawful domestic judicial development under section 11.

28. Consultation and legislative explanations

(1) Before recommending government legislation principally to consolidate or change retained law, the Attorney General shall publish proposed text and an explanatory statement for public comment for at least sixty days, unless subsection (4) applies.

(2) The explanatory statement shall address the matters in Schedule 3 and provide representative examples of the proposed operation of the text.

(3) A response report shall identify material issues raised, resulting changes, unresolved disagreements and the reasons for the recommendation.

(4) Where an earlier recommendation is necessary to address a specifically identified urgent problem, the Attorney General may shorten the period and shall publish the reasons, the period allowed and arrangements for receiving and responding to further comments.

(5) This section imposes duties on the Attorney General. It does not regulate the internal proceedings of Parliament, restrict the constitutional initiative of a member or make the validity of an Act dependent on compliance with this section.

29. Regional research cooperation

(1) The Attorney General may arrange research, translation, training and publication cooperation with regional institutions and other jurisdictions within powers otherwise conferred by law.

(2) A regional recommendation or model does not acquire force in Saint Lucia through such an arrangement.

(3) Expenditure and procurement remain subject to the applicable law and appropriations. This section does not itself authorise a charge on the Consolidated Fund.

30. Limited regulations

(1) The Minister responsible for legal affairs may make regulations concerning only—

(a) file formats, public inspection arrangements and preservation of register versions;

(b) the method for submitting and acknowledging corrections; and

(c) administrative coordination of reports required by this Act.

(2) Regulations shall not amend this Act or a Schedule, determine the substantive applicability of a source, alter a right or remedy, impose a fee for the access required by section 23, change a statutory deadline or authorise automatic incorporation of a foreign development.

(3) Regulations shall be published in the Gazette before coming into force and laid before each House within twenty sitting days of that House after publication.

(4) This section confers no power to create an offence or impose a civil penalty.

31. Independent review and reporting

(1) Within three years after the cut-off, the Attorney General shall obtain and publish a review of the operation of this Act by persons who did not have primary responsibility for administering the register.

(2) The review shall consider access to law, unresolved source questions, the burden of maintaining the system, the operation of the transition provisions and progress toward substantive codification.

(3) The review shall distinguish measured effects from expectations and shall identify the evidence and resources required for further reform.

(4) The published review shall state the reviewers' relevant experience, review method and any material interests connected with the subject of the review.

(5) Within ninety days after publication of the review, the Attorney General shall publish a response. The review and response shall be laid before each House within twenty sitting days of that House after publication of the response.

(6) Neither delay in the review nor an adverse finding terminates retained law or restores automatic reception.

32. Amendments of the Civil Code

The Code is amended as specified in Schedule 1.

Schedule 1 — Consequential amendments

1. Article 917A

For Article 917A substitute—

"917A. (1) The law formerly received through this article continues and develops only as provided by the Civil Obligations (Continuity and Domestic Development) Act and other applicable domestic law.

(2) The English doctrine of consideration does not apply to contracts governed by the law of Saint Lucia. In relation to contracts, consideration means the cause or reason for entering into a contract or incurring an obligation and may be onerous or gratuitous.

(3) Third persons continue to have and exercise the rights concerning contracts conferred by Article 962 or other applicable law.

(4) Paragraph (1) does not replace the provisions of the Ninth Chapter of this Book concerning proof of obligations, or the provisions of the Fifth to Sixteenth Books of this Part or any other statute concerning specific contracts, except to the extent that general contractual rules are applicable to those contracts.

(5) The construction of the articles formerly subject to this article and the priority of domestic enactments are governed by sections 10 and 14 of the Civil Obligations (Continuity and Domestic Development) Act."

2. Article 920(2)

In Article 920(2), for "is determined according to the law of England" substitute "is determined according to the applicable retained law under the Civil Obligations (Continuity and Domestic Development) Act and any subsequent domestic law governing that capacity".

3. Article 944

In Article 944, for "except where relief would be granted by the law of England" substitute "except where relief is available under the applicable retained law continued by the Civil Obligations (Continuity and Domestic Development) Act or under subsequent domestic law".

4. Article 974A

For Article 974A substitute—

"974A. Without limiting the succeeding articles of this Chapter, a quasi-contractual action is maintainable in the cases recognised by the applicable retained law under the Civil Obligations (Continuity and Domestic Development) Act or by subsequent domestic law."

5. Article 1127A

For Article 1127A substitute—

"1127A. In addition to the cases provided by the preceding articles, set-off may be pleaded in the cases recognised by the applicable retained law under the Civil Obligations (Continuity and Domestic Development) Act or by subsequent domestic law."

Schedule 2 — Required register information

For each entry the register shall record, so far as established—

1. A stable identifier, subject and ordinary-language description.

2. The asserted reception route and the precise legal proposition examined.

3. The source enactment, provision, judgment or other authority and a retrievable source reference.

4. The relevant source version, amendment history, foreign commencement and territorial application.

5. The asserted domestic application, any temporal limit, and the adaptations considered necessary.

6. Connected definitions, instruments, commencement provisions and other dependencies requiring examination.

7. Applicable domestic provisions, possible conflicts and the status of the analysis.

8. Relevant judicial decisions, their level, date, precise holding and known appellate history.

9. Whether the entry concerns an established holding, a reasoned interpretation, a candidate source, an unresolved issue or a rejected reception claim; more than one classification may be needed for different propositions.

10. The search and review date, reviewer, missing sources and limitations.

11. Any enacted domestic replacement and its commencement and transition rules.

12. The version history, corrections and links to previous entries.

Schedule 3 — Explanatory requirements for a proposed substantive reform

1. The problem and persons affected.

2. The present legal position, sources and material uncertainties.

3. Whether each proposed provision principally retains, clarifies or reforms that position.

4. The proposed text and a correspondence table identifying affected Code articles and other enactments.

5. Alternatives considered, reasons for selection and comparative sources.

6. Effects on rights, duties, defences, remedies and mandatory protections, including equality implications.

7. Temporal application, existing transactions, accrued rights, pending proceedings and finality.

8. Implementation duties, staffing, publication, training, estimated resource requirements and the basis and limits of any estimate.

9. Representative cases or hypothetical disputes illustrating retained outcomes, changed outcomes and unresolved difficulties.

10. Proposed review measures, responsible institutions and a reporting date.

Notes to Bill A

Explanatory material. These notes are not operative provisions.

Research model dated 5 September 2026. Read with Bill A, the Civil Obligations (Continuity and Domestic Development) Bill. Numbered provisions below refer to that proposal, not current legislation.

Recommendation

The replacement should preserve all law actually received before a stated cut-off, end subsequent automatic updating through the specified routes, and put substantive legislative updates through Parliament. Courts should retain ordinary powers to develop domestic common law. Public research should identify and explain the resulting law without acquiring a power to create it.

That is a simpler design than the risk-tier activation system explored in the earlier papers. Drafting exposes the burden of deciding which changes are low risk, who certifies them, how objections suspend them and what happens when the authority misses a deadline. A new administrative classification can itself decide contested questions about rights. The proposed first Act therefore creates no ministerial power to activate foreign private law. It supports parliamentary legislation with a permanent, proportionate research service. A later, narrowly defined power for a particular technical subject could be considered on evidence; it should not be presumed necessary across three major fields of private law.

This does not mean Parliament must codify every rule before ending automaticity. Section 6 continues the legally operative stock while the legislature progressively clarifies and replaces selected parts. The immediate new law is principally a rule about who may change the stock, not a claim to have rewritten it all.

Two substantive corrections to earlier proposals

Recognition is evidence, not a condition of existence

Any earlier formulation preserving only received rules already accepted by local courts is too narrow. A rule may have been legally operative without a reported dispute ever testing it. Removing it because nobody had litigated it would redistribute rights according to the accidents of reporting and access to litigation. Sections 6 and 7 separate three questions: was the rule legally applicable; can its applicability now be established; and does Parliament now wish to adopt a different rule? Register absence answers none of those questions conclusively.

There is a cost. A continuity rule preserves some present uncertainty until research, adjudication or legislation resolves it. That is preferable to an incomplete inventory silently deleting unknown protections. The draft does not promise that a cut-off date alone makes the law easy to ascertain.

The register is a map, not another legislature

The previous papers proposed an authoritative local-force ledger. Authority must be unpacked. An official source archive can authenticate copies. A court can decide a disputed question within its jurisdiction. Parliament can enact a conclusive restatement subject to the Constitution. An administrator should not obtain all three powers merely by marking an entry “applicable.”

The model register therefore separates confirmed holdings, reasoned interpretations, candidates, unresolved issues and rejected arguments. Even “confirmed” needs the court, issue, version and appellate history. An entry has no constitutive effect. The price is that users cannot treat every row as an official final answer. Its value is transparent provenance, reproducibility and a route for correcting errors.

Legal foundations used, and limits of borrowing

Saint Lucia. Article 917A presently receives relevant English law, with express local exceptions and priority. *Hilaire v Chastanet* [2023] UKPC 22 confirms statutory reception and identifies English law current at trial; it does not comprehensively resolve accrued rights, retroactivity or appellate source selection. The proposed cut-off and transitional rules are legislative choices addressing that gap, not statements of the judgment's existing rule. [R1–R2]

General savings. Interpretation Act section 27 preserves prior operation, accrued rights and related proceedings and prevents revival; section 28 governs substitution and references to former enactments. Section 28(3)(b) can preserve an old provision to support an unrepealed reference where the replacement does not cover the same subject. The model expressly prevents those mechanisms from continuing post-cut-off foreign updating through the specified routes. It otherwise preserves their operation. [R3–R4]

Singapore. The Application of English Law Act 1993 separates continued common law and equity from identified English enactments; its structure includes local priority, a repeal saving, modification orders and republication. The useful analogy is controlled continuity and identified legal authority. This model does not copy Singapore's jurisdiction-specific statutory list or assume Saint Lucia already has a complete list. Nor does it copy a general modification-order power. [R5]

Canada. Sections 18.1–18.6 of the federal Statutory Instruments Act distinguish fixed and ambulatory incorporation, indices, accessibility, certificates and sanctions. They concern incorporation into regulations, not Saint Lucia's private law. They support designing access and version records explicitly. The model does not transplant Canada's sanction rule into civil litigation: deleting an unlisted civil claim could harm the very person lacking access to legal information. [R6]

Clause-by-clause annotations

Provision	Classification and reason	Important limit or question
1	Administrative: gives the replacement a domestic title.	Final title and year must follow the official drafting convention.
2	Reform: fixed 180-day preparation interval; administrative duties start at Gazette publication.	This is a proposed policy interval, not an evidence-based estimate of adequate implementation time. It avoids an indefinite executive commencement veto; Parliament must choose a realistic period before passage.
3	Clarify: states the distinct purposes of continuity, authority and public access.	Objects guide interpretation; they do not confer a power to rewrite private rights.
4	Clarify/reform: defines the operative stock and names five reception routes.	The definition captures legal applicability rather than only known cases. It does not assert every source alleged to travel through those routes actually did.

Provision	Classification and reason	Important limit or question
5	Retain/clarify: controls scope, preserves independently applicable law and binds the Crown without manufacturing liability.	Trusts, evidence and other reception channels remain. An overlapping claim needs characterisation by legal issue, not a label chosen to avoid the cut-off.
6	Retain: statutory continuity without a judicial-recognition or registration condition.	Inclusion of unseen law is intentional. Courts still ascertain whether the legal reception tests were met.
7	Clarify: separates the legal baseline from the evidence used to identify it.	The factors preserve the former tests; they do not create a new discretionary “good policy” reception test.
8	Reform: ends all subsequent automatic changes through the specified routes, including delayed foreign commencement.	Expressly reaches pending matters. This is a deliberate change to future source selection and requires constitutional and transitional review.
9	Clarify/reform: identifies versions and limits nested dependencies.	No presumption that every foreign regulation or public authority travels with its parent Act. Sections 9(5)–(6) distinguish changing factual indices from foreign prescription of awards or limits; a substitute index cannot be chosen administratively under this Act.
10	Retain/clarify: Constitution and domestic statutory priority, with specific priority for the new reception rules.	Does not entrench this Act against Parliament. Current special legislation, including insolvency, must be applied according to its own priority provisions.
11	Clarify/reform: preserves ordinary domestic common-law development after removing the external update duty.	A retained English statute is not transformed into judge-amendable common law. Judicial hierarchy and jurisdiction remain unchanged.
12	Clarify: later foreign judgments may inform historical ascertainment or prospective domestic development.	A court must explain which task it is doing. A final appellate judgment in a Saint Lucian appeal retains its proper domestic authority wherever the court sits.
13	Retain: protects cause, gratuitous obligations and third-person rights.	Gratuitous promises do not become universally enforceable; other validity and form requirements continue.

Provision	Classification and reason	Important limit or question
14	Retain/clarify: maintains the Code's post-1956 construction framework without restoring mandatory Lower Canadian interpretation.	Comparative sources remain available. Their use is distinguished from automatic binding reception.
15	Retain/clarify: preserves the separate choice-of-law function in international disputes.	The phrase "governed by English law" in Article 1132A is not treated as an automatic domestic-reception connector. This Act does not decide whether any particular choice clause is valid.
16	Reform/retain: caps future English source selection while retaining earlier-version protection where pre-existing temporal rules require it.	The cut-off is a ceiling, not a declaration that the latest foreign rule applies to all past conduct. Section 16(5) expressly preserves historically saved application of a provision no longer generally operative.
17	Reform/clarify: filing, appeal or retrial cannot keep the foreign update channel running.	Correctness of a prior judgment is assessed against law applicable when made; a fresh retrial applies sections 7 and 16 subject to binding appellate directions. These are proposed transition choices, not a description of *Hilaire*'s unresolved appeal-clock issue.
18	Clarify: a substantive module's own application rules control its displacement of retained law.	Prevents universal savings from making the contract chapter ineffective. Old-contract treatment must be coordinated expressly with that chapter.
19	Retain: protects finality and settlements.	Independent grounds such as fraud are not immunised. Register corrections cannot reopen concluded cases.
20	Clarify/reform: coordinates general repeal and substitution savings with the new source ceiling.	Prevents an unnoticed old-reference saving from defeating the central reform. It does not repeal the Interpretation Act's general protections.
21	Reform: assigns work to existing Attorney General's Chambers.	Does not create a large new institution or transfer adjudication to researchers. Staffing and appropriations still require provision.
22	Reform: establishes a structured public research register.	The register cannot alter substantive law even if an administrator labels an entry confidently.
23	Reform: free search, download, inspection, dated versions and disclosed source gaps.	Publication does not cure every source uncertainty. Copyright or access limits must be handled openly rather than concealed.

Provision	Classification and reason	Important limit or question
24	Reform: correction process with published reasons and visible history.	Administrative responses are not judgments. The procedure does not abolish ordinary judicial review.
25	Clarify: register is usable but not conclusive; absence cannot eliminate a civil claim.	Case-management fairness remains with the court under existing powers; the Act does not rewrite evidence generally.
26	Reform: annual research and review programme with coverage limits, owners and resources.	Missed deadlines produce accountability, not automatic expiry of private rights.
27	Reform: substantive changes under this new process require primary legislation.	Existing distinct legislative powers remain subject to their own limits. The Act does not enlarge them.
28	Reform: public text, explanation and response report before a government reform recommendation.	A reasoned urgency exception concerns consultation timing only. It neither activates new law nor limits Parliament's constitutional powers.
29	Clarify/reform: permits shared research within existing legal and financial powers.	Regional advice has no force merely because it is produced jointly.
30	Reform: finite administrative regulation power.	No Henry VIII power, substantive activation, fees defeating free access, deadline changes or new offences.
31	Reform: independent review after three years with a published government response and reviewer-interest disclosures.	Three years is a proposed review point. Measurement should examine burden and access; benefits are not assumed. The laying clock begins with publication of the response.
32 and Schedule 1	Reform/retain: exact substitutions of five source-selection connectors.	Does not purport to amend every reference to England in every Saint Lucian enactment. The audit boundary is express.
Schedule 2	Reform: mandatory register fields separate legal proposition, version, authority and uncertainty.	Labels need proposition-level precision; entire statutes should not be stamped "received" on evidence concerning one section.
Schedule 3	Reform: explanation requirements for substantive changes.	A keep/clarify/reform classification is an analytical aid, not legal authority.

The temporal choice explained through examples

Pending claim; England changes its statute after the cut-off

Assume a tort claim is pending at the cut-off. England later changes an available defence before the Saint Lucian trial. The draft prevents that foreign change entering through the saved reception clauses. It does not remove the defence already available before the cut-off. This is genuine reform: it changes the law's future update rule even for pending litigation.

The policy reason is administrable closure. If every pending claim preserved an ambulatory reception channel, the reform could require courts to operate two changing external systems for years. The objection is reliance: a litigant may have expected trial-date English law to apply. The proposed answer protects existing substantive positions and ordinary accrued-rights rules, but not an expectation that an unidentified foreign legislature will later improve one's case. That distinction needs expert constitutional examination and public explanation.

England changed its statute before the cut-off, after the conduct

The draft does not declare that the newer provision governs the older conduct. The court must determine the provision's historical temporal reach and applicable protection of accrued rights. A reception cut-off answers the latest permitted source date. It does not answer every retroactivity question.

A previously unknown rule is identified after the cut-off

If a court concludes that the rule was legally applicable before the cut-off, section 6 continued it even though the register omitted it. Recognition after the cut-off is not necessarily reception after the cut-off. Conversely, a researcher cannot create a right by entering a candidate provision.

A later English judgment explains an older provision

The judgment may help a Saint Lucian court understand the source version. It is not automatically conclusive and cannot override binding domestic authority. If the judgment instead makes new common law, its reasoning is a possible input into lawful domestic development, not a command.

Old contract; new performance-and-remedies chapter

The reception reform caps English updating for the old contract. Whether the new substantive chapter also applies is a separate question governed by that chapter's transition provisions. The proposed companion module applies principally to new contracts and permits limited prospective agreement to adopt it. The two reforms therefore have distinct work: one changes the source of future updates; the other changes specified substantive rules for identified contracts.

Exact amendment boundary

The five amendments concern Article 917A, capacity under Article 920(2), adult lesion under Article 944, quasi-contract actions under Article 974A and additional set-off under Article 1127A. The latter four are separate English-law references which could otherwise frustrate a source-selection reform confined to 917A. Their inclusion is a major result of the Code audit.

Article 920's inherited terminology and approach to disability require a substantive equality review. This bill alters only its source rule; it neither endorses its language nor claims to modernise capacity. Article 944 likewise retains the existing lesion framework pending review. Hiding substantive changes inside a "technical consequential amendment" would prevent proper scrutiny.

Article 916A governs a separate trust-reception route. Article 1137 concerns evidential gaps. Both are outside this first cut-off. The public description must therefore say "ending automatic updating through the specified civil-obligations routes," not "ending all reception of English law." Article 1132A's mention of contracts governed by English law is an applicable-law provision, and its substantive frustration rules and Article 1132B's exceptions remain available according to their terms. [R7–R11]

Unresolved legal and implementation risks

1. **Authentication and currency.** Use the authenticated edition and subsequent legislation, not a website banner as proof of legal status. The legislative-status audit recovered SI 112/2025 bringing the 2023 Supplement into force on Gazette publication, 22 July 2025. That does not prove every current HTML transcription is error-free or incorporate later Acts. Exact amendment text needs comparison with authoritative originals before introduction.
2. **No complete received-law census.** Section 6 is deliberately broader than the research inventory. The final paper must not claim the inventory is exhaustive because the legislation preserves unknown law.
3. **Transition constitutionality.** Capping future source selection in pending claims is a substantive policy choice. Review must consider property, fair-hearing and equality arguments without assuming either that repeal is prohibited or that generic savings answer them.
4. **Appellate rules.** Validate the proposed treatment of pre-cut-off judgments, permission to appeal, retrials and remitted proceedings against Saint Lucian appellate legislation and binding authority. The draft avoids purporting to change the appellate hierarchy.
5. **Nested sources.** Some received English provisions depend on definitions, orders or institutions. The bill preserves only actual legal dependencies; it does not supply a working Saint Lucian regulator where none existed. Those issues may require topic-specific legislation.
6. **Overlap with trusts and evidence.** Courts may need to distinguish an independently received trust rule from a tort or quasi-contract rule. Keeping the separate channels is a bounded scope choice, not complete elimination of external dependence.
7. **Special statutory priority.** The legislative-status audit verified Insolvency Act 17/2024 section 4's express priority over inconsistent enactments and its commencement programme. Its collective enforcement rules must constrain the contract module; neither baseline preservation nor ordinary contract remedies may be described as defeating them.
8. **Source access.** Free official explanations do not guarantee free access to every copyrighted commentary or report. Prioritise reproducible legislation and public judgments, then disclose remaining restrictions.
9. **Maintenance capacity.** The specified deadlines are choices for review, not costed promises. An implementation budget and named work allocation remain necessary. This bill does not create an appropriation.
10. **The 2023 government proposal.** Public reporting refers to an Application of United Kingdom Law Bill. A complete authenticated bill text was not recovered in this research. No textual comparison or claim of equivalence is warranted without it. News reports are research leads, not substitutes for the bill.

Primary-source references

R1. Civil Code of Saint Lucia, Article 917A and adjacent Article 916A, official AG text: Primary source .

R2. *Hilaire v Chastanet* [2023] UKPC 22, particularly paras 21–23, 34–46 and the case-specific application: Primary source ; judgment Primary source .

R3. Interpretation Act, section 27: Primary source . Official text inspected 5 September 2026.

R4. Interpretation Act, section 28: Primary source . The page body identifies section 28 and reproduces its subsections; the statutory text, rather than a search-result title, is the relevant authority.

R5. Singapore, Application of English Law Act 1993, sections 3–9 and Schedules, official Singapore Statutes Online: Primary source . Official PDF search endpoint Primary source . Used as a structural comparator, not a claim that its specific statutory inventory fits Saint Lucia.

R6. Canada, Statutory Instruments Act, RSC 1985, c S-22, sections 18.1–18.6: Primary source . Official text inspected 5 September 2026, page stated current to 21 June 2026 and last amendment 18 June 2015.

R7. Civil Code, Article 920(2): Primary source .

R8. Civil Code, Article 944: Primary source .

R9. Civil Code, Article 974A: Primary source ; Article 1127A: Primary source .

R10. Civil Code, Articles 1130–1132B: Primary source .

R11. Civil Code, Article 1137: Primary source .

R12. Insolvency Act 17/2024, section 4: Primary source ; Insolvency Act (Commencement) (No. 2) Order, SI 145/2025: Primary source . The official Act and commencement order were inspected for this research. The Order was made 20 October, published 27 October 2025 and commences the remaining sections on 3 November 2025.

Drafting revisions arising from adversarial review

Six concrete issues were corrected in Bill A during internal review. These corrections improve the draft's precision; they do not amount to external validation.

Issue identified	Revision in the operative text
Working-day deadlines lacked a definition.	Section 4 excludes Saturdays, Sundays and Saint Lucian public holidays.
Historically saved law might fall outside the generally operative baseline.	Sections 16(5) and 20(4) expressly preserve the limited historical application without general revival.
A changing numerical input might conceal foreign legal prescription.	Section 9(6) distinguishes market or statistical inputs from prescribed legal limits and denies an administrative power to substitute an index.
Appeal review and a fresh retrial needed different treatment.	Section 17 distinguishes correctness of an earlier decision from determination afresh, while maintaining the post-cut-off source ceiling. This remains a proposed transition choice.

Issue identified	Revision in the operative text
The review-report laying deadline lacked a clear starting point.	Section 31 anchors the sitting-day period to publication of the response and adds reviewer-interest disclosure.
General wording about regulatory power could conflict with administrative regulations.	Section 5(5) now concerns the effect of continuing received law; section 30's finite administrative power remains clear.

Bill B — Contract Performance and Remedies Bill

Proposed operative text. The short title within the text remains the Contract Performance and Remedies Act.

Part 1 — Application and relationship with other law

1. Short title and commencement

(1) This Act may be cited as the Contract Performance and Remedies Act.

(2) This section and section 40 come into force on publication in the Gazette.

(3) The remaining provisions come into force on the later of—

(a) the day falling 180 days after publication in the Gazette; and

(b) the cut-off defined in section 4 of the Civil Obligations (Continuity and Domestic Development) Act.

(4) The day determined under subsection (3) is referred to in this Act as the commencement day.

2. Contracts to which this Act applies

(1) This Act applies to the performance of, and remedies for non-performance of, a contract governed by the law of Saint Lucia and concluded on or after the commencement day.

(2) It applies whether the contract is onerous or gratuitous, written, oral or established by conduct, if the contract is otherwise valid and enforceable.

(3) It binds the Crown in relation to a contract to which the Crown is a party, subject to existing law governing proceedings, relief and execution against the Crown, including sections 16 and 20 of the Crown Proceedings Act. It does not authorise specific performance, an injunction, indirect relief against an officer or execution against Crown property where that Act prohibits it.

(4) It does not determine which country's law governs a contract or make a contract valid merely because a party has performed it.

(5) Section 39 governs contracts concluded before the commencement day.

3. Interpretation

In this Act—

"contract" includes an enforceable undertaking recognised by the law of Saint Lucia without a requirement for English-law consideration;

"court" means a court having jurisdiction over the dispute; a tribunal or arbitrator may apply this Act only within its existing jurisdiction;

"non-performance" means failure to fulfil a contractual obligation, including fulfilment that is late, incomplete or defective;

"obligor" means the person required to fulfil the obligation in question, whether or not that obligation is to pay money;

"party entitled to performance" means the person to whom the obligation is owed, including a person entitled under an existing rule concerning rights of third persons;

"applicable domestic law" means the law of Saint Lucia governing the matter, including the Civil Code, other applicable enactments and law preserved under the Civil Obligations (Continuity and Domestic Development) Act, as altered by Saint Lucian legislation or developed by courts according to law;

"termination" means discharge of future contractual performance under Part 4 and does not, merely by that name, invalidate the contract from its beginning.

4. Other law and special contracts

(1) The Constitution prevails over this Act. Subject to the express substitutions in Schedule 1, mandatory provisions of other Saint Lucian enactments prevail over this Act.

(2) Subject to the express substitutions in Schedule 1, a provision of another Saint Lucian enactment specifically regulating the contract, transaction or remedy in question prevails over a general provision of this Act concerning the same matter.

(3) In particular, this Act does not diminish a right or protection under the Consumer Protection Act or an applicable enactment concerning employment, land registration, security interests, insolvency, insurance, carriage or public procurement.

(4) Subject to the express substitutions in Schedule 1, applicable domestic law continues to govern matters not determined by this Act, including formation, consent, capacity, cause, legality, interpretation, transfer of property, rights of third persons, assignment, plurality of obligors, payment, set-off, prescription and proof.

(5) A rule of applicable domestic law may fill a matter left open by this Act but shall not contradict a rule which this Act expressly states or defeat the intended operation of that rule.

(6) Schedule 1 has effect only for a contract and matter within this Act. It does not repeal a Code provision for other contracts or for non-contractual obligations.

5. Agreement of the parties

(1) The parties may regulate their performance, allocate risks and provide remedies by agreement, except to the extent prohibited by this Act or another applicable rule of law.

(2) An agreement made before a dispute arises cannot exclude—

(a) the duty of honesty in section 6(1);

(b) the protection of mandatory law under section 4;

(c) the court's power to reduce an agreed payment under section 30;

(d) the rules against duplicate recovery in section 32; or

(e) the restriction concerning fraud in section 37(2).

(3) The parties may agree practical standards for cooperation, notice, inspection and cure. A party cannot rely on such a standard to excuse its own dishonest conduct or evade a mandatory protection.

(4) A settlement reached after a dispute arises remains governed by the law applicable to settlements, including rules concerning consent, fraud and mandatory rights.

Part 2 — Performance, notice and protective measures

6. Honesty and cooperation

(1) In performing a contract or exercising a right under it, a party shall not knowingly mislead another party about a matter directly connected with that performance or exercise of the right.

(2) Each party shall provide the cooperation reasonably necessary for the other to fulfil the agreed obligations, so far as that cooperation is consistent with the contract and the allocation of responsibility and expense under it.

(3) This section does not itself impose a fiduciary duty, require a party to surrender an agreed commercial advantage, or authorise a court to substitute a different bargain because it considers that bargain fairer.

(4) This section supplements article 956 of the Civil Code; it does not restrict another duty of good faith which applicable law imposes.

7. Content and standard of performance

(1) An obligor shall fulfil the obligation according to the contract, its lawful implied terms and applicable mandatory law.

(2) Whether an obligation requires an identified result, reasonable care and skill, or another standard shall be determined from those sources. Failure to achieve a hoped-for result does not by itself establish breach of an obligation limited to reasonable care and skill.

(3) A party required to deliver a thing shall take reasonable care of it until delivery, having regard to its nature, the contract and any special rule allocating risk.

(4) The duty to take care of a thing and the allocation of the risk of its accidental loss are separate questions.

8. Time, place and costs

(1) Performance is due at the time fixed by the contract or applicable law. Where neither fixes a time, performance is due within a reasonable time, assessed in light of the nature of the obligation and the circumstances known when the contract was made.

(2) The fact that a date is specified does not by itself establish that any delay entitles a party to terminate; sections 16 and 21 govern that question.

(3) The place, method and expenses of payment or other performance remain governed by the contract and applicable domestic law, including articles 1083 and 1084 of the Civil Code.

9. Performance through another person

(1) Applicable domestic law governing performance by a third person continues to apply, including articles 1072 and 1073 of the Civil Code.

(2) Use of another person to carry out work does not by itself release the contracting obligor from responsibility for the required performance.

(3) Nothing in this section transfers a contract or a debt, changes an assignment or subrogation rule, or permits substitution where personal performance is required.

10. Tender, inspection and acceptance

(1) The rules concerning a valid tender, refusal to receive performance, tender and deposit, and the effect of payment remain in force subject to this Act.

(2) A party shall have a reasonable opportunity to examine offered performance where examination is practicable and consistent with the contract. This subsection does not postpone an agreed inspection or payment obligation contrary to its terms.

(3) Taking delivery or making payment does not by itself waive a defect that could not reasonably have been discovered at that time.

(4) This section does not displace a specific statutory rule governing acceptance, rejection, inspection or notification of defects, or a valid settlement of a known claim.

11. Prevention and shared responsibility

(1) A party cannot invoke another party's non-performance to the extent that it was caused by that first party's failure to provide required access, information, approval or other cooperation, or by a risk allocated to that first party.

(2) The obligor remains responsible for any separable part of the non-performance for which the obligor bears responsibility.

(3) Performance prevented under subsection (1) shall be rescheduled so far as reasonably necessary to address the prevention, unless the contract or a special rule provides another consequence.

(4) This section does not require a person to give an approval that applicable law requires the person to withhold.

12. Notices under this Act

(1) A notice shall identify the contract, the relevant failure or apprehended failure, and the action requested or taken with sufficient clarity for its recipient reasonably to understand it.

(2) A notice is effective when it reaches the recipient or an authorised recipient at an address or communication channel designated for that purpose, or when the recipient actually becomes aware of its contents.

(3) A notice of cure, additional time, assurance, termination or impediment shall be in a form that can be retained and reproduced. An electronic record satisfies that requirement where its use complies with applicable electronic-transactions law and the agreed notice arrangements.

(4) Where an emergency makes such a record impracticable, actual oral communication is sufficient if confirmed in a reproducible form as soon as reasonably practicable.

(5) An agreed notice procedure remains effective unless it unlawfully restricts a mandatory right. Nothing in this section governs service of legal proceedings.

13. Default

(1) For a remedy under this Act, an obligor is in default—

(a) when a fixed date for performance passes without due performance;

(b) when performance could serve its agreed purpose only during a period that has expired;

(c) when the obligor clearly refuses the performance due, or a termination under section 17 becomes effective;

(d) when the obligor does an act which the contract prohibits; or

(e) in any other case, when a reasonable period specified in a demand for performance has expired after performance became due.

(2) A demand under subsection (1)(e) shall comply with section 12. It may be included in a notice under section 16 or in proceedings served on the obligor.

(3) An unreasonably short period under subsection (1)(e) expires only when a reasonable period has elapsed.

(4) Default does not itself establish a right to terminate, and failure to give a demand does not prevent an urgent protective order or the exercise of a right under section 17.

(5) Where a preserved interest provision depends on default under the Civil Code, default for a covered obligation is determined by this section.

14. Withholding reciprocal performance

(1) A party whose obligation is due simultaneously with reciprocal performance may withhold it until proper performance is tendered.

(2) A party required to perform later may withhold performance where the earlier reciprocal performance has not occurred.

(3) For a partial or defective performance, withholding shall be proportionate to the unfulfilled obligation and the reasonably anticipated exposure. An undisputed and separable amount shall not be withheld beyond what is reasonably needed for that protection.

(4) The withholding party shall give prompt notice of the ground and extent of withholding, unless those matters are already apparent. It shall resume performance when the ground ends or adequate protection is provided.

(5) This section does not create a right to seize property, give a debt priority, or withhold wages or another payment contrary to mandatory law.

15. Opportunity to cure

(1) Before effective termination, an obligor may propose correction of a non-performance at the obligor's expense by prompt notice specifying the work and a reasonable completion date.

(2) The party entitled to performance shall permit that correction if it can be completed promptly without unreasonable inconvenience, material additional risk or substantial uncertainty, and that party has no reasonable ground for refusing it.

(3) Reasonable grounds for refusal include safety concerns, a time-critical purpose already lost, repeated unsuccessful correction, and demonstrated inability to perform properly.

(4) While an opportunity for correction under this section remains available, the recipient may withhold reciprocal performance under section 14 and claim recoverable loss already caused, but shall not exercise an inconsistent remedy.

(5) Correction does not extinguish a claim for delay or residual loss. It does not revive a contract already validly terminated or override a statutory consumer right to reject, cancel or obtain a refund.

(6) An opportunity to correct does not prevent urgent action under section 20(2), an interim protective order, or proceedings necessary to preserve a claim within the applicable period.

16. Additional period for delayed performance

(1) The party entitled to performance may give notice allowing a reasonable final period for an overdue obligation and stating that failure within that period may lead to termination.

(2) During the period, that party may withhold reciprocal performance and claim recoverable loss, but shall not terminate for that delay unless the obligor clearly refuses to perform within the period or another independent ground for termination arises.

(3) After the period, continued failure permits termination of the affected obligation or separable part if the overdue performance is more than a minor part of the agreed exchange. Termination of the whole contract remains subject to section 21(3).

(4) A period that is unreasonably short is extended to a reasonable period. The notice does not automatically terminate the contract; section 22 applies.

17. Anticipated substantial non-performance

(1) Where objective circumstances provide substantial grounds to expect a failure meeting section 21(1), a party may demand reasonable assurance of performance and withhold only the reciprocal performance reasonably necessary to protect against that risk.

(2) The demand shall state its grounds, the assurance sought and a reasonable response period. It shall not be used to obtain a material advantage outside the contract.

(3) Failure to provide reasonable assurance within that period permits termination only if, considering the response and all relevant circumstances, the threatened failure would satisfy section 21(1).

(4) Where a party has clearly and finally repudiated an essential obligation, or objective facts establish that it cannot fulfil an essential obligation when due, the other party may terminate without first demanding assurance.

(5) This section does not override an insolvency stay, a restriction on termination because of insolvency, or a special statutory rule affecting acceleration or security.

Part 3 — Enforcement and substitute performance

18. Right to a remedy

(1) Subject to the conditions in this Act, a party affected by non-performance may seek payment, performance, correction, an injunction, substitute performance, termination or damages.

(2) Damages require default under section 13 and a non-performance for which the obligor is responsible. The obligor bears the burden of establishing an applicable excuse or contractual allocation of the relevant risk.

(3) A right to withhold or terminate may arise without a right to damages, including where an impediment excuses liability.

(4) A remedy under this Act does not enlarge the court's territorial or monetary jurisdiction.

19. Orders for performance

(1) A party may claim a sum that is due and unpaid, subject to any defence, withholding right or set-off permitted by law.

(2) The court may order a non-monetary obligation to be fulfilled or corrected where the terms are sufficiently certain and the order is just and practicable.

(3) In deciding whether to make that order, the court shall consider whether damages would adequately protect the claimant, the availability of a suitable substitute, the claimant's conduct and readiness to perform, undue hardship, effects on third persons, and whether the order could be supervised without disproportionate difficulty.

(4) The court shall not order an unlawful or impossible act, or compel the personal provision of employment, intimate services or services whose essential character depends on the individual's personal skill, judgment or continuing personal confidence.

(5) An injunction shall not be used indirectly to compel a service prohibited by subsection (4).

(6) Refusal of performance relief does not defeat another remedy otherwise available. Orders affecting immovable property remain subject to registration law and protected rights of third persons.

20. Work by another person and undoing defective work

(1) After default, the party entitled to performance may seek authorisation to obtain performance or correction from another person, or to remove or undo work performed in breach, at the responsible obligor's reasonable expense.

(2) Prior authorisation is not required for reasonable action taken after a permitted opportunity for cure has expired, or for urgent action necessary to prevent injury or material damage where waiting for authorisation or cure would be unreasonable.

(3) The person seeking reimbursement shall prove necessity, reasonableness and cost and, where practicable, give notice and preserve evidence before altering the work.

(4) This section does not authorise unlawful entry, interference with third-party property, or work requiring a permission which has not been obtained.

(5) The court shall allow for any unpaid part of the original price and shall not reimburse a betterment beyond the agreed performance except where reasonably unavoidable in obtaining an effective remedy.

Part 4 — Termination and its consequences

21. Grounds and extent of termination

(1) Subject to a valid contractual termination provision and sections 15 and 16, a party may terminate for non-performance that—

(a) substantially defeats the benefit that the party was entitled to receive from the relevant contract or separable part; or

(b) demonstrates a clear refusal or inability to fulfil an obligation essential to continuing the agreed exchange.

(2) In applying subsection (1), the court shall consider the contract's purpose, the significance of strict timing or compliance, the extent and consequences of the failure, available correction, repeated failures and the reasonable reliability of future performance. A minor defect alone does not satisfy subsection (1).

(3) Where the failure concerns a separable part or instalment, termination shall be confined to that part unless continuing the remainder would substantially defeat the agreed benefit of the contract as a whole.

(4) An express right to terminate on a specified event may be exercised according to its terms, subject to sections 4 to 6 and 37. Description of every contractual term as "essential", without more, is not conclusive of its meaning or enforceability.

22. Exercise and loss of a termination right

(1) Termination under this Act takes effect by notice identifying the ground and the contract or part terminated. A prior court order is unnecessary unless special law requires it.

(2) Following an offered or completed defective performance, the notice shall be given within a reasonable time after the terminating party knew or should reasonably have discovered the material facts establishing the right.

(3) Acceptance of corrected performance, or a clear election to continue with knowledge of the ground, may end that termination right. A reasonable attempt to obtain information, negotiate or mitigate loss does not by itself amount to such an election.

(4) A party uncertain whether a termination was valid may seek a declaration or other appropriate relief. An unjustified termination may itself constitute non-performance.

23. Effect of termination

(1) Termination ends the obligations to provide and accept future performance within its scope.

(2) It does not extinguish a debt due for a completed and separable exchange, a claim for damages, or a term intended to operate after termination, including a valid dispute-resolution term.

(3) Advances and performances for an exchange left uncompleted are governed by section 24.

(4) Termination does not of itself reverse a registered transfer or destroy an independently protected third-party right. Any required conveyance, registration or court order shall be obtained under the applicable law.

(5) Termination by itself does not establish an entitlement to damages for all remaining performance. Such damages depend on responsibility for non-performance, the contract's valid compensation provisions and Part 5.

24. Restitution following termination under Part 4

(1) Where an exchange is terminated under Part 4 before completion, whether or not damages are recoverable, each party shall return the money or property received for the uncompleted exchange, against return or accounting for the corresponding benefit supplied by that party.

(2) For a divisible contract providing successive services or instalments, a completed exchange remains governed by its agreed price; an advance relating to a later unperformed period shall be returned.

(3) Where return in kind is impossible or inappropriate, the court may order a monetary allowance limited to the benefit actually retained, taking account of defects, the agreed price attributable to it and the circumstances preventing return.

(4) A recipient shall not be charged for a benefit destroyed or made useless by the other party's breach, or for an unsolicited benefit whose retention could not reasonably be avoided.

(5) The court may order simultaneous return, an account or another arrangement necessary to make restitution effective. It shall prevent duplication with damages and allow reasonable preservation expenses where appropriate.

(6) Restitution under this section does not confer priority over another creditor, displace insolvency law or authorise seizure without legal process. It does not govern discharge under section 34.

Part 5 — Compensation and agreed payments

25. Compensatory measure

(1) Damages shall compensate the loss caused by the non-performance by placing the claimant, so far as a monetary award can reasonably do so, in the position that due performance would have produced.

(2) Recoverable loss may include expenditure rendered useless and profit lost, subject to the requirements of this Part. The same expenditure and profit shall not be counted twice.

(3) Costs avoided and benefits arising from the breach which properly reduce the loss shall be taken into account. Treatment of insurance, collateral benefits and payments by third persons otherwise remains governed by applicable law.

(4) This Act does not create a general right to punitive damages or to the defendant's profit merely because a contract was breached. A distinct remedy authorised by another applicable rule remains available subject to section 32.

26. Causation and foreseeable loss

(1) The claimant shall establish a sufficient causal connection between the non-performance and the loss. Recovery is limited to consequences which are direct in the circumstances of the obligation.

(2) Except under subsection (3), the kind of loss must have been contemplated, or reasonably foreseeable as a likely consequence of the relevant failure, when the contract was concluded, taking account of facts then known or reasonably available to the obligor.

(3) Where the non-performance is accompanied by fraud, subsection (2) does not exclude an otherwise recoverable direct loss. A deliberate commercial decision not to perform is not, without more, fraud.

(4) A lawful agreement allocating an identified risk remains relevant to responsibility for that risk, subject to section 37 and mandatory law.

27. Proof and assessment of loss

(1) The claimant shall prove the existence of loss with reasonable certainty. A court may make a reasonable assessment where the evidence establishes loss but does not permit mathematical precision.

(2) An asserted commercial opportunity shall not be treated as certain profit. A lost chance may be compensated only if it was real and substantial, with an allowance for its probability and the applicable causation rules.

(3) Where breach is established without proof of compensable loss, the court may award nominal damages if otherwise appropriate.

(4) The recoverability of distress, disappointment, physical injury and other non-financial loss remains subject to the applicable rules for the category of contract or harm. This Act does not make ordinary disappointment with a bargain independently compensable.

28. Avoidable loss and the claimant's contribution

(1) Damages shall exclude loss which the defendant establishes the claimant could reasonably have avoided after becoming aware of the breach.

(2) Reasonable action is assessed in the circumstances confronting the claimant at the time, including available information, resources, urgency, safety and access to substitutes. The claimant need not take disproportionate financial, physical or legal risks.

(3) Reasonable expenditure on an attempt to reduce loss is recoverable even if the attempt fails.

(4) To the extent the claimant's conduct or a risk allocated to the claimant contributed to the loss, the award shall reflect that contribution without counting the same reduction twice. Applicable statutory rules of contribution and contributory fault continue to govern their respective fields.

29. Replacement transaction and market evidence

(1) The reasonable cost of obtaining substitute performance after justified termination, or under section 20, is evidence of loss. Credit shall be given for the original expenditure avoided.

(2) Where no substitute transaction is made, reliable evidence of the price of reasonably comparable performance at the relevant time and place may establish loss.

(3) Neither method automatically fixes the award. The court shall account for actual circumstances, causation, mitigation, quality differences and additional proven loss under this Part.

30. Agreed payments for non-performance

(1) An agreement requiring a stated payment upon non-performance may be enforced after the obligor is in default under section 13, without proof of the exact amount of actual loss, subject to this section and any mandatory rule governing the agreement.

(2) On application, the court may reduce the payment where partial performance makes the unreduced amount inappropriate or where the amount is wholly disproportionate to the injury caused. It shall give reasons for the amount allowed.

(3) In assessing proportionality, the court may consider the difficulty of estimating loss at formation and legitimate interests in timely or reliable performance; those considerations do not remove the comparison with the injury caused.

(4) A sum reduced under this section shall not exceed the agreed amount. The claimant cannot recover the agreed sum and damages for the same loss. Additional loss outside the scope of that sum may be recovered only where the contract and applicable law permit it.

(5) A payment for delay may accompany later performance if the contract so provides; a payment in substitution for performance cannot be recovered together with the price or value of that same performance.

(6) This section concerns a payment triggered by non-performance. It does not decide whether an earnest, advance, genuine option price or primary payment obligation is of that character. Existing rules governing deposits, forfeiture and relief from forfeiture remain applicable.

(7) Invalidity of the primary obligation defeats a payment dependent on its breach. Invalidity of the payment provision does not by itself invalidate the primary obligation.

(8) For delay in paying money, section 31 applies. This section does not authorise an additional charge prohibited by article 1008 of the Civil Code or another applicable rule governing interest or credit.

31. Interest

(1) Articles 1008, 1009 and 1009A of the Civil Code and other applicable rules governing interest continue to apply, with default determined under section 13 for a covered obligation.

(2) This Act does not introduce a new interest rate, permit compound interest where it was not otherwise permitted, or enlarge recovery beyond the rule in article 1008 for delay in paying money.

(3) Interest shall not compensate a period or loss already included in another part of an award. Post-judgment interest remains governed by the law applicable to judgments.

32. Combining remedies and election

(1) Compatible remedies may be combined, but a claimant shall not obtain more than one satisfaction for the same debt, benefit or loss.

(2) A claim for performance does not irrevocably prevent a later claim for termination or damages where performance is refused or cannot be obtained, subject to a binding settlement, final judgment, procedural rules and prejudice caused by an earlier clear election.

(3) Alternative remedies may be pleaded. Before final relief is granted, the court shall reconcile money, property, performance and benefits already received.

Part 6 — Impediments, discharge and retained protections

33. Temporary impediment

(1) An obligor seeking relief from damages because of an impediment shall establish that—

(a) the impediment caused the relevant failure and did not arise from a matter for which the obligor was responsible;

(b) the obligor did not assume the relevant risk under the contract or applicable law; and

(c) the failure could not reasonably have been prevented or overcome through measures required by the contract and the circumstances, including reasonable preparation for foreseeable hazards.

(2) An excuse continues only for the obligation and period actually affected. An unaffected obligation remains due unless reciprocal performance may lawfully be withheld.

(3) The obligor shall give prompt notice explaining the impediment, likely effect, mitigation and expected duration, and shall update the notice when a material change is known. Avoidable loss caused by an unjustified failure to notify remains recoverable.

(4) A temporary excuse does not by itself cancel an accrued money debt or excuse interest otherwise due, prevent lawful withholding, or preclude termination if delay meets section 21.

(5) A party relying on failure of a supplier or subcontractor shall establish the requirements of subsection (1) for its own performance; that other person's failure alone is insufficient.

34. Discharge by impossibility or frustration

(1) A contract is discharged to the affected extent where, after its formation and without responsibility on the part of the party relying on discharge, an event not allocated to that party makes the outstanding performance unlawful or impossible, or makes the obligation to be performed fundamentally different from that undertaken.

(2) Increased expense, reduced profitability, inability to obtain ordinary finance or an ordinary fluctuation in demand does not by itself establish discharge.

(3) The court shall consider the terms, purpose, duration, allocation of risk, reasonable alternatives, nature of any delay and circumstances at formation and at the event. A party cannot rely on an impediment it wrongfully brought about.

(4) Discharge occurs when the conditions in subsection (1) are satisfied. A declaration may be sought where its occurrence, date or extent is disputed.

(5) A separable part already fully performed, except for an ascertainable payment, remains enforceable where this is consistent with the contract and applicable special law.

(6) A specific rule allocating accidental loss of property or regulating a particular kind of contract prevails over this section.

35. Financial consequences of discharge

(1) Articles 1132A and 1132B of the Civil Code continue to govern the adjustment of money, expenses and benefits following discharge under section 34 where those articles apply, including their exclusions and effect given to contractual allocation.

(2) This Act does not extend those articles to an excluded contract. The applicable special rule or applicable domestic law governs such a contract.

(3) Article 1131 of the Civil Code continues to govern assignment of an obligor's rights of indemnity relating to an obligation whose performance became impossible without the obligor's fault. It is subject to any applicable special rule and the adjustment under articles 1132A and 1132B; the same indemnity or benefit shall not be counted twice.

(4) Liability for an earlier breach remains enforceable to the extent that the loss survives the adjustment for discharge. Sections 25 to 32 apply to that claim.

36. Hardship and renegotiation

(1) A party may request renegotiation following an exceptional change of circumstances and shall state the grounds and the adjustment proposed.

(2) The request alone does not suspend performance, require acceptance of new terms, or confer power on a court to change the price, duration or allocation of risk.

(3) This section does not restrict an agreed adjustment mechanism, a power expressly given by another enactment, or discharge under section 34.

37. Exclusions and limitations of liability

(1) Whether an exclusion, limitation, indemnity or contractual bar is incorporated, correctly interpreted and enforceable remains subject to the Consumer Protection Act and other applicable domestic law.

(2) A party cannot exclude its own fraud in performance or in invoking a contractual remedy.

(3) This Act does not validate a clause which would otherwise be invalid or convert a commercial model provision into a permitted consumer term.

38. Prescription, proceedings and public remedies

(1) This Act does not establish or extend a period of prescription or limitation, revive an expired claim or alter the rules concerning suspension or interruption of time.

(2) Giving a notice, seeking correction, discussing settlement or requesting renegotiation does not by itself suspend or interrupt time. A claimant may take proceedings necessary to preserve a claim.

(3) Existing rules of jurisdiction, evidence, interim relief, costs, appeals, enforcement and access to a tribunal continue to apply.

(4) A private remedy under this Act does not remove a regulator's power or a public enforcement remedy under another enactment.

39. Earlier contracts and agreed prospective adoption

(1) Except under subsection (4), a contract concluded before the commencement day remains governed by the substantive law otherwise applicable to it, including the companion continuity legislation and ordinary domestic judicial development.

(2) Such a contract does not become a new contract merely because performance continues, an instalment falls due, a dispute begins, or a variation is made after commencement. Exercise of a renewal or extension right already contained in it has the same treatment unless the resulting transaction is, under applicable law, a new contract.

(3) A genuinely new contract or novation concluded after commencement is governed by this Act; labelling a variation a novation is not conclusive.

(4) All parties may, after commencement, expressly agree in a reproducible record that this Act will govern identified future performance. The agreement shall not retrospectively remove an accrued claim, defeat a mandatory right or prejudice a third person without that person's lawful consent.

(5) This Act does not itself alter pending proceedings, settlements or final judgments concerning earlier events. Their treatment remains subject to the transition and savings provisions of the Civil Obligations (Continuity and Domestic Development) Act. A procedural step after commencement does not determine the substantive regime.

40. Publication and review

(1) Before substantive commencement, the Attorney General shall publish without charge an accessible text of this Act, Schedule 1 and the preserved provisions expressly identified in that Schedule, together with a statement explaining the commencement day.

(2) An explanatory guide shall identify significant changes and give examples concerning contracts already in existence. The guide is not law and shall not be used to override the enacted text.

(3) Within three years after substantive commencement, the Minister responsible for legal affairs shall lay before Parliament a review of the operation of this Act, including observed uncertainty, transition disputes, accessibility, effects on small enterprises and consumers, and recommendations for amendment.

(4) Failure to publish a guide or complete a review does not alter a private right or postpone the commencement day fixed by section 1.

Schedule 1 — Targeted statutory interfaces

A. General Code provisions replaced for covered matters only

1. For contractual performance and remedies governed by this Act, sections 7, 18 to 20 and 25 replace the general rules in articles 995 to 998 of the Civil Code.

2. Sections 12 and 13 replace articles 999 and 1000 for determining default in a covered obligation. The specific requirements of another applicable enactment remain controlling under section 4.

3. Sections 18 and 25 to 30, read with sections 33 to 37, replace articles 1001 to 1007 for liability and assessment of damages arising from a covered non-performance.

4. Sections 13 and 30 replace articles 1062 to 1066 for an agreed payment under a covered contract. Articles 1067 and 1068 continue to govern the allocation among heirs or representatives where applicable; the enforceable amount remains subject to section 30.

5. Sections 33 to 35 replace articles 1130 and 1132 for a covered contractual impediment or discharge. This replacement does not displace a specific statutory rule concerning accidental loss or the particular contract. Article 1131 remains applicable under section 35(3). Articles 1132A and 1132B are retained as provided in paragraph B.2.

B. Express preservation and coordination

1. Articles 1008, 1009 and 1009A remain applicable to interest; a reference to default in a covered obligation is read with section 13.

2. Articles 1132A and 1132B remain applicable to financial adjustment after frustration, with their existing scope, contractual-allocation rules and exclusions. Section 34 supplies the general discharge test for contracts within this Act; section 24 does not duplicate that adjustment.

3. Articles 954 to 964, articles 1020 to 1023, articles 1070 to 1099, rules on specific contracts, Book Third Chapter Ninth concerning proof, and applicable rules on prescription remain in force except to the extent this Act expressly determines a particular matter otherwise. Article 956 operates with section 6.

4. General words in this Schedule do not repeal or amend the Consumer Protection Act, the Commercial Code or an applicable special enactment. The effect of a particular special rule is determined under section 4.

5. The substitutions in this Schedule operate on the general contractual matter they identify. They do not erase a special application of the same Code provision to another kind of obligation.

C. No foreign incorporation by implication

1. A source named in an explanatory note, a foreign judgment considered by a court, or a model instrument used in preparing this Act does not acquire force as legislation through this Act.

2. The treatment of foreign authorities and later developments remains governed by the Civil Obligations (Continuity and Domestic Development) Act and the ordinary rules of precedent and comparative reasoning.

Notes to Bill B

Explanatory material. These notes are not operative provisions.

Prepared for Kevin L. Michel's Article 917A replacement study. Cut-off: 5 September 2026. Read with Bill B, the Contract Performance and Remedies Bill, and the accompanying source inventory. The model has forty sections and one interface schedule. It is a complete proposed performance-and-remedies module **within an expressly retained surrounding law**, not a complete contract code.

What the classifications mean

Retain means the proposal deliberately preserves an identified existing provision or core legal function. **Clarify** means the proposal articulates or coordinates an existing function, without claiming that every word is a judicially settled restatement. **Reform** marks a substantive or institutional choice introduced or materially specified by the model. Mixed classifications are intentional. A foreign comparator establishes an available design, not Saint Lucian applicability.

The table records forty drafting units; these are not forty equally important rules. Counting the units does not measure the percentage of current law retained, the percentage of English law removed, or the work needed to complete all three fields. The final review also made both priority provisions in 4 expressly subject to Schedule 1, and 17(4) expressly covers objectively established inability as well as repudiation, avoiding a futile assurance requirement. Default through served proceedings and a reasonable demand period under 13 differs from the existing article 999 suit-commencement route; that is a further deliberate procedural/substantive interface choice.

An additional internal review restored an explicit default requirement in 30(1), specified that 28(4) concerns a risk allocated to the claimant, and clarified that 24 covers Part 4 termination even where damages are excused. Section 28(4)'s treatment of causally relevant claimant conduct, which need not independently constitute a contractual breach, is a proposed substantive allocation rule rather than a claim of settled local law; purely incidental conduct does not establish the required contribution to loss.

Clause-by-clause notes

Clause	Treatment	Purpose, baseline and important qualification
1	Reform	Fix a visible preparation period and coordinate substantive commencement with the companion reception cut-off. The 180 days are a proposed legislative choice, not an evidence-based cost or readiness estimate. Administrative publication begins immediately.
2	Retain / clarify	Confine the new substantive regime to contracts governed by Saint Lucian law and ordinarily formed after commencement. Preserve valid gratuitous undertakings and existing Crown-proceedings restrictions. This is not a conflicts-of-laws reform. Local anchors: article 917A(1)(a)–(c); article 1132B(1).

Clause	Treatment	Purpose, baseline and important qualification
3	Clarify	Use one term, obligor, for a person owing performance; it need not mean a borrower. Preserve cause and lawful third-person enforcement. *Pigeon Island* [58]–[60], [96]–[99] illustrates an enforceable gratuitous undertaking; its discussion of *Velox v Helenair* (1997) 55 WIR 179 identifies the local cause principle. The earlier Court of Appeal authority is used here through that later verified judgment.
4	Retain / clarify	Establish the boundary that makes the module safe to read. Specific local regimes, constitutional rules and mandatory enactments prevail. General Code obligations also serve non-contractual claims, so Schedule 1 operates by contract and matter rather than wholesale repeal. Article 917A(2)–(3) is the current structural baseline.
5	Reform	State contractual freedom and an explicit list of non-excludable safeguards. Do not imply that every default rule is mandatory or that a pre-dispute waiver has the same status as a later settlement. Consumer law supplies additional mandatory constraints.
6	Reform / clarify	Add a defined minimum of honesty and necessary cooperation while preserving article 956. This is not an assertion that a universal duty in these precise terms already governs every local contract. Canadian *Bhasin* [73], [86] offers a deliberately limited honesty comparator; Quebec article 1375 supplies a broader good-faith comparator.
7	Retain / clarify	Distinguish the promised standard from remedies. Article 995 already requires care pending delivery. A skills-based service obligation must not accidentally become a guarantee of every desired result. Preserve special warranties and accidental-risk rules, including construction articles 1584–1586.
8	Retain / clarify	Separate when performance is due from whether delay justifies termination. Preserve local payment location and expense rules, articles 1083–1084, instead of silently transplanting the different UNIDROIT location default. *Sewell* demonstrates the importance of the contract, licensing condition and reasonable notice.
9	Retain / clarify	Keep articles 1072–1073 on third-person performance and personal obligations. Subcontracting does not by itself transfer the customer’s contractual counterparty or release that party. No amendment to assignment or subrogation is attempted.
10	Clarify	Preserve tender-and-deposit machinery, articles 1093–1099, and special acceptance rules. State the limited point that payment or taking delivery alone does not waive a latent defect. This does not authorise late rejection contrary to a specific statute.
11	Clarify / reform	Make prevention and shared responsibility visible. Access, information and approvals may determine whether work is possible. Rescheduling is proportionate; the provision cannot compel an unlawful regulatory approval. Specific allocation clauses remain relevant.
12	Reform	Establish reproducible, intelligible notices with an emergency exception. Electronic delivery depends on applicable electronic-transactions law and agreed channels; it is not a declaration that every section of the Electronic Transaction Act has commenced. Service of proceedings remains separate.

Clause	Treatment	Purpose, baseline and important qualification
13	Reform / retain	Preserve the concept of default in articles 999–1001 while expressly making a passed fixed due date sufficient for this module. Sections 13(1)(a),13(5) and 31 deliberately change the default event for a fixed-date obligation and may therefore advance when damages and interest begin; this is substantive reform. Anticipatory termination is included to avoid making an early remedy wait until the original due date. *Nelson* [2014]UKPC 30 [11]–[16] shows the existing action/default interface.
14	Clarify / reform	State a proportionate right to withhold reciprocal performance. It creates neither a lien nor insolvency priority. Quebec article 1591 is a useful comparison. Wages and other mandatory payments cannot be withheld contrary to special law.
15	Reform	Give a bounded opportunity to correct. It ends at valid termination, cannot override consumer cancellation or urgent protection, and must not become a repeated-delay strategy. The model consciously declines the UNIDROIT approach allowing cure to interrupt an already notified termination.
16	Reform	Provide a clear final-period route for significant overdue performance, with a second termination notice and protection against trivial grounds. The period extends to what is reasonable if the original deadline is too short. This makes the effect of a notice intelligible without allowing automatic cancellation traps.
17	Reform / clarify	Provide proportionate assurance and anticipatory protection based on objective evidence. Insolvency status alone cannot be used to evade statutory restrictions: Insolvency Act 2024 sections 4,63 and 160 need to be read first. Mere non-response does not erase the substantial-failure threshold.
18	Retain / clarify	Preserve multiple remedial routes and the distinction between damages and other remedies. Articles 996–998 provide local foundations. Excused delay may permit withholding or termination without damages; publication of a list does not enlarge court jurisdiction.
19	Retain / clarify	Keep specific performance within a discretionary, practicable judicial remedy. Articles 997 and 998, *Augustin* [26]–[36], *Sewell* and *Calixte* supply local anchors. Express protections concerning personal services, including a one-off work requiring individual skill or judgment, and third parties prevent the general power from becoming compulsory labour or automatic land reconveyance.
20	Reform / retain	Preserve correction and undoing at the responsible obligor's expense, while allowing bounded action without advance court authorisation after cure expires or in an emergency. This extends beyond the express authorisation language in article 997 and therefore needs consultation. Preserve evidence, lawful access and credit for unpaid original price.
21	Reform / clarify	State the general threshold and proportional scope for termination. Keep valid express termination rights, specific statutory rights and essential timing provisions. Unlike Quebec article 1604, the minor-failure protection is not drafted as an overriding ban on every express business termination clause.

Clause	Treatment	Purpose, baseline and important qualification
22	Reform / clarify	Permit termination by notice, subject to special law, and regulate delay, election and declaration of validity. An unjustified termination can itself be breach. Settlement efforts must not automatically count as affirmation, but conduct creating real reliance still matters.
23	Clarify	Separate discharge of future performance, accrued payment, restitution and surviving dispute terms. No automatic reversal of registered title. *Great Asia* [2026]UKSC 23 [98] is a comparator showing why express termination and the measure of damages must be read with the contract.
24	Reform / clarify	Supply an explicit restitution rule for an unfinished exchange terminated under Part 4, including where damages are excused and services cannot physically be returned. Completed separable exchanges stay at the contract price. This is not a replacement of all quasi-contract law and not the frustration-adjustment regime.
25	Retain / clarify	Preserve compensation for actual loss and lost profit, article 1004. Identify avoided expenditure and duplicate heads. *Duplessis* [45]–[48] and *Calixte* [77]–[80] show that breach and financial recovery are distinct questions. *One Step* [95] is a comparator, not proof of local reception.
26	Retain / clarify	Retain the local foreseeability/directness framework and the fraud qualification in articles 1005–1006. Do not silently replace fraud with every intentional breach. Quebec article 1613 deliberately differs by including intentional or gross fault; the draft declines that expansion here.
27	Clarify / reform	Keep a proof requirement without demanding impossible precision. Nominal damages are locally illustrated by *Calixte*. The express lost-chance formulation is a proposed clarification/reform whose full local doctrinal coverage is unverified. Ordinary disappointment is not newly made compensable.
28	Clarify / reform	Explain reasonable mitigation with attention to actual means, urgency and available alternatives. *Lisa Andrew* [49]–[50] is the concrete local test: a homeowner lacked resources to complete defective work yet some loss was reduced for delay. The proposal makes the resource question explicit; it does not promise reimbursement for every delay.
29	Clarify	Treat cover costs and market prices as evidence, with adjustments for real loss rather than an automatic formula. *Bunge* [32]–[36] demonstrates, comparatively, how later events can reveal that a nominally profitable bargain would not have been performed. Special sales measures prevail.
30	Retain / clarify / reform	Preserve the local reduction power in articles 1007 and 1066, specify reasons and prevent duplication. Agreed amounts remain useful where precise loss is difficult to prove. Legitimate interests inform, but do not erase, the local injury comparison. English *Cavendish* supplies a comparison, not a licence to replace local reduction with invalidation.

Clause	Treatment	Purpose, baseline and important qualification
31	Retain	Keep articles 1008–1009A rather than invent an interest rate or compound-interest entitlement. The revised default rule still matters. *Eugene* [28]–[30] illustrates the relationship between entitlement, pleading and calculation. Rates appearing in a particular order are not universal statutory rates.
32	Clarify	Allow compatible remedies while requiring one satisfaction. Performance plus distinct delay loss is possible; refund plus full expectation loss must be reconciled. Final judgments, settlements, procedural rules and a prejudicial election still have effect.
33	Reform / clarify	Make temporary impediment, risk assumption, reasonable preparation and notice explicit. A hurricane is not a universal cancellation switch: causation, preparation and special construction rules matter. The model does not compel acceptance of performance outside the bargain; compare *MUR* [102]–[103].
34	Clarify / reform	State a general discharge test coordinated with local specific rules. *Exquisite Homes* [54]–[61] rejects reliance on mere increased cost, while [75]–[85] treats compulsory acquisition as frustrating on its facts. The draft does not assert those facts decide every hurricane or public-acquisition case.
35	Retain / clarify	Preserve the substantial local financial-adjustment machinery in articles 1132A–1132B, including exceptions. Preserve article 1131's indemnity assignment separately, with no duplicate accounting. Avoid recreating the English1943Act through a new implied reference.
36	Retain / clarify	Leave parties free to seek renegotiation but add no general judicial price-reset power. UNIDROIT6.2.3 offers such a power as an alternative; *Churchill Falls* [2018]SCC 46 [89]–[98], [104]–[124] offers a contrary comparator grounded in Quebec law. Contractual or statutory adjustment powers remain effective.
37	Retain / reform	Preserve the existing exclusion-control system and make non-exclusion of own fraud explicit. No new general business unfair-terms regime is smuggled into this first module. Consumer Protection Act sections 61–66,112–113 and 167 require specific reading.
38	Retain / clarify	Keep prescription, procedure and regulatory remedies. A notice or negotiation does not automatically stop time. Do not restate the limitation period from one case as universal; *Nelson* [18]–[20] itself distinguishes different heads and leaves one contractual-damages question undecided.
39	Reform	Give earlier contracts a coherent substantive regime and prevent trial date or a routine variation from triggering the new module. Allow prospective agreed adoption without defeating accrued, mandatory or third-party rights. Genuine novations remain governed by existing legal tests.
40	Reform	Require publication and a three-year review without making private rights depend on an omitted administrative guide. No claim is made that a new department, a particular staff complement or this timetable has been costed.

Policy-choice register

PC01. One module with retained surroundings, or a complete replacement code?

Selected: one freestanding Act with an explicit interface schedule. Formation, proof, payment, prescription and specific contracts stay available.

Strong alternative: wait until all obligations law can be consolidated into one replacement book. That reduces coexistence but delays usable reform and raises the cost of checking every dependency at once.

Reason for selection: the research has already identified substantial useful local provisions. Rewriting them adds risk without an established benefit. The price of modular work is a published crosswalk and disciplined boundaries.

PC02. Contract-date transition or event-date transition?

Selected: new contracts after commencement; earlier contracts ordinarily retain their substantive regime. A genuine novation is treated as new; a routine variation is not automatically new.

Alternative: apply new remedies to every breach occurring after commencement. This reaches more disputes sooner but can alter liability priced into long-term agreements. A court could then need to partition one bargain into multiple substantive regimes.

Residual issue: parties and courts still need to decide whether a later transaction is a true novation. The model does not resolve that question by a label chosen by one party.

PC03. Comprehensive good faith or specified honesty and cooperation?

Selected: articulate a narrow non-excludable honesty standard and reasonable contractual cooperation, while leaving article 956 and any stronger existing duties intact.

Alternative: enact a wider general good-faith rule governing formation, exercise and extinction, coupled with controls on abuse. It can address opportunism that narrow honesty misses, but its interaction with existing negotiation, disclosure and discretion doctrines needs a dedicated audit.

Distributional question: a rule that allows a small firm to expose strategic deception may help bargaining fairness; an undefined duty may also make routine decisions expensive to defend. Neither effect has been measured locally.

PC04. Automatic default on a fixed due date?

Selected: yes for covered contracts. Termination still has a separate threshold. This simplifies the due-date/default distinction and makes the change visible.

Alternative: preserve the exact article 999 demand mechanism unless the contract expressly makes time sufficient. It protects notice expectations but can produce a further procedural step after an obvious missed payment.

Required consultation: lenders, consumer officials, small businesses and litigators should examine effects on interest, ordinary invoice terms and oral agreements. Label this reform clearly; do not market it as mere plain-language editing.

PC05. Cure before or after termination?

Selected: a bounded opportunity before valid termination, with refusal for time-critical loss, safety or repeated failure and express preservation of consumer cancellation.

Alternative: allow a prompt cure offer to suspend the effects of a notified termination. It may save more contracts but can obstruct replacement purchases and leave parties unsure whether their former agreement is still alive.

Design principle: a repair opportunity must have a clear endpoint. Default, cure and termination should not become an endless cycle imposed on an injured customer.

PC06. May any minor breach justify an express business cancellation clause?

Selected: retain valid express rights, subject to interpretation, mandatory consumer law, honesty and existing exclusion controls. The default statutory right requires significant failure.

Alternative: impose an overriding proportionality limit on all termination clauses, as a stronger protection against opportunistic cancellation. That could interfere with transactions requiring exact timing and with sophisticated parties' risk pricing.

Unresolved work: audit deposits, options, leases and finance covenants separately before extending mandatory proportionality across them.

PC07. Performance order or money as the primary remedy?

Selected: retain a practicable judicial discretion, including readiness, substitutes, adequacy of damages, personal service and third-party limits.

Alternative: establish an entitlement to performance subject only to listed exceptions. This strengthens the promisee's ability to obtain the thing promised but can require courts to supervise complex unfinished works.

Local fit: the existing cases already use article 997 effectively in land disputes. A new general rule should preserve that ability while avoiding a presumption that a hostile builder can always be made to finish safely and competently.

PC08. Reduce an excessive agreed sum or invalidate it?

Selected: retain local judicial reduction, with an explanation and no duplicate recovery. The injury comparison stays central. Section 30(8), added during the H09 stress test, makes clear that the general agreed-payment provision does not authorise a late-payment charge prohibited by the preserved money-interest rule in article 1008.

Alternative: use the English penalty rule, invalidating an impermissible secondary obligation and leaving an ordinary damages claim. That makes the drafting classification and enforceability boundary crucial and removes the local ability simply to reduce the amount.

Further alternative: enforce negotiated business sums except for narrow abuse. That improves price predictability but transfers more loss risk to the party least able to negotiate.

PC09. Resource-sensitive mitigation?

Selected: reasonableness expressly includes realistic access to money, safe alternatives and urgency. There is no automatic exemption merely because funds are short.

Alternative: use a bare reasonable-person standard and leave resources to judicial development. It is shorter, but the *Lisa Andrew* facts show why the omitted dimension matters.

Testable hypothesis: explicit treatment may improve the explanation of mitigation decisions. It has not been shown to reduce total damages or litigation.

PC10. General judicial hardship adjustment?

Selected: no new power in this module. Renegotiation, lawful price-indexation and force-majeure clauses remain available; frustration has its own threshold.

Alternative: empower courts to adapt a contract after exceptional, unallocated disruption. This may preserve a viable project but shifts pricing authority to litigation and requires standards for distributing an external shock.

Next research: test long-term utility, construction and supply examples using transparent cost and risk assumptions. Do not equate any price rise with frustration.

PC11. Rewrite interest and frustration accounts now?

Selected: retain articles 1008–1009A and 1131–1132B, coordinated expressly with the new module. These are identifiable domestic functions, not unknown foreign content.

Alternative: consolidate the whole adjustment system into this Act, including a modern default interest rate. This would offer a single text but requires a separate review of finance, insolvency, bills, insurance and special-contract exclusions.

Implication for the central research question: immediate sovereign control can increase substantially without immediately rewriting these provisions.

PC12. Commencement contingent on certification or fixed by Parliament?

Selected: a fixed preparation period coordinated with reception cut-off, immediate publication duties, and a review. The period is a proposed parameter.

Alternative: commence only after an independently reviewed readiness certificate. This may prevent premature operation but risks leaving another reform dormant or giving an administrator control over when private rights change.

Required decision before official sponsorship: use a costed implementation plan to choose the period and, if necessary, amend the date legislatively. This study has neither institutional commitments nor expenditure authority.

Primary-source register for these annotations

CM01. Civil Code, contracts and reception: articles 916A,917 and 917A. Primary source

CM02. Civil Code, effects of contracts: articles 954–960. Primary source

CM03. Civil Code, remedies: articles 995–998. Primary source

CM04. Civil Code, default: articles 999–1000. Primary source

CM05. Civil Code, damages and interest: articles 1001–1009A. Primary source

CM06. Civil Code, penal clauses: articles 1062–1068. Primary source

CM07. Civil Code, payment: articles 1070–1099. Primary source

CM08. Civil Code, impossibility and frustration adjustments: articles 1130–1132B. Primary source

CM09. Civil Code, construction: articles 1583–1596. Primary source

CM10. Consumer Protection Act: official Act and amendment/commencement history, with individually linked substantive sections. Primary source

CM11. Insolvency Act17/2024: sections 4,63,160,202 and 425; second commencement order brings remaining sections into force 3 November 2025. Primary source ; Primary source

CM12. Electronic Transaction Act: commencement is section-specific; do not infer commencement of all provisions from its short title. Primary source

CM13. Civil Code of Quebec, Book Five: official French consolidation stated current 14 August 2025, articles 1375,1590–1606,1611–1613,1622–1623,1693–1694. Comparative use of this dated text; no representation that every Quebec 2026 amendment has been audited. Primary source ; linked Book Five PDF Primary source

CM14. UNIDROIT Principles 2016: official text and comments, chapters6–7, especially6.2.3,7.1.4,7.3.1–7.3.7,7.4.13. A non-binding commercial model used for comparison; consumer-law compatibility is independently assessed. Primary source

CM15. Bhasin v Hrynew,2014 SCC 71,[73],[86]. Canadian common-law comparator, not Quebec authority or Saint Lucian received law. Primary source

CM16. Churchill Falls (Labrador) Corp v Hydro-Quebec,2018 SCC 46,[89]–[98],[104]–[124]. Quebec-law comparator; the majority rejected the asserted obligation to renegotiate that contract. Primary source

CM17. Crown Proceedings Act: sections 16 and 20 restrict injunctions, specific performance and ordinary execution; the model expressly preserves these rules, without endorsing their policy merits. Primary source ; Primary source

CM18. Selected local and English cases: official links and pinpoints appear in the case-authority register below and the accompanying case evaluation. First-instance decisions, appellate authority and English comparators are distinguished. The broader case inventory supplies additional source and reception qualifications.

What remains unresolved before official legislative sponsorship

The draft does not claim a complete citator search, a validated inventory of every received English rule, a legal opinion on every interacting enactment, or agreement from affected institutions. Concrete review questions are: (a) whether the proposed default rule unintentionally accelerates interest in a category of transaction; (b) whether the special-rule priority leaves an avoidable conflict in a particular contract; (c) whether a lost-chance formulation should be narrowed further; (d) whether the additional cure and notice steps fit existing consumer and court routes; (e) whether the commencement period is feasible; and (f) whether correction at the obligor’s expense without a prior order needs further procedural safeguards. These are matters to resolve through review of a completed draft, not reasons to leave the draft unwritten.

Case-authority register for Bill B

These selected authorities support the annotations. An English comparator is not represented as locally applicable merely because it appears here. Case-specific holdings and the proposed implications must remain distinct.

CM-C01. Clenton Duplessis v Austin Phillip

Saint Lucia High Court, SLUHCV2022/0131, Cenac-Phulgence J, 21 March 2025. The official metadata records publication 27 March 2025; the judgment itself supplies 21 March. A secondary search hit gave a conflicting date and is not relied upon.

Pinpoints: [30]–[35], [36]–[48].

Use and limit: Saint Lucia High Court; no appeal history verified in this bounded search.

Official sources: Primary source ; Primary source

CM-C02. Annette Phyllis Sewell v Joseph Allain and Stephanie Allain

Saint Lucia High Court, SLUHCV528/2005, Mason J, 27 November 2006.

Pinpoints: [3]–[16] facts; [126]–[144] reasoning; final order at printed pp 50–51.

Use and limit: Saint Lucia High Court; no appeal history verified in this bounded search.

Official sources: Primary source

CM-C03. Rachel Calixte and another v Ayrton Sargusingh

Saint Lucia High Court, Claim No. 507/2004 (as printed on the judgment), Mason J, 24 June 2008.

Pinpoints: [59]–[60], [70]–[80], order at printed p 24.

Use and limit: Saint Lucia High Court; no appeal history verified in this bounded search.

Official sources: Primary source

CM-C04. Anthony Eugene v Joseph Jn Pierre; related Jn Pierre proceedings

Saint Lucia High Court, SLUHCV2004/0097 and SLUHCV2006/0708, Edwards J, 21 February 2007.

Pinpoints: [15]–[30], especially [28]–[30].

Use and limit: Saint Lucia High Court; no appeal history verified in this bounded search.

Official sources: Primary source

CM-C05. Cavendish Square Holding BV v Talal El Makdessi; ParkingEye Ltd v Beavis

UK Supreme Court, [2015] UKSC 67, 4 November 2015.

Pinpoints: [13], [31]–[35], [74]–[87], [97]–[101], [115].

Use and limit: English Supreme Court comparator; local reception not established by this entry.

Official sources: Primary source ; Primary source

CM-C06. Morris-Garner and another v One Step (Support) Ltd

UK Supreme Court, [2018] UKSC 20, 18 April 2018.

Pinpoints: Lord Reed [91]–[100], especially paragraph 95, subparagraphs (6)–(12); disposition [102].

Use and limit: English Supreme Court comparator; local reception not established by this entry.

Official sources: Primary source

CM-C07. RTI Ltd v MUR Shipping BV

UK Supreme Court, [2024] UKSC 18, 15 May 2024.

Pinpoints: [3]–[9], [26]–[30], [41]–[45], [91]–[93], [102]–[103].

Use and limit: English Supreme Court comparator; local reception not established by this entry.

Official sources: Primary source

CM-C08. Bunge SA v Nidera BV

UK Supreme Court, [2015] UKSC 43, 1 July 2015.

Pinpoints: [12]–[20], [32]–[36]; Lord Toulson [79]–[85] for mitigation analysis.

Use and limit: English Supreme Court comparator; local reception not established by this entry.

Official sources: Primary source

CM-C09. Great Asia Maritime Ltd v Orion Shipping and Trading LLC

UK Supreme Court, [2026] UKSC 23, 22 July 2026.

Pinpoints: [1]–[4], [20]–[25], [50]–[55], [84]–[85], [98]–[99].

Use and limit: English Supreme Court comparator; local reception not established by this entry.

Official sources: Primary source

CM-L01. Pigeon Island Development Company Ltd v The Landings Unit Plan No D2/2007 and others

Saint Lucia High Court, SLUHCM 2020/0028, 30 March 2022. Pinpoints: paragraphs 58–60 and 96–99. Used for the local cause/consideration distinction and the case-specific grant of performance relief, with the surrounding condominium framework preserved.

Official judgment: Primary source

CM-L02. Lisa Andrew v Matthew Nelson

Saint Lucia High Court, SLUHCV 2009/0814, 2 May 2013. Pinpoints: paragraphs 34–35, 40–42 and 48–53. Used to examine construction remedies, proof, mitigation and the claimant's actual resources. The proposed resource-sensitive wording is not represented as the precise rule adopted by the judgment.

Official judgment: Primary source

CM-L03. Esther Augustin (also known as St Marie) v Paul Jason Auguste

ECSC Court of Appeal, SLUHCVAP 2013/0033, 18 April 2016. Pinpoints: paragraphs 26–36. Used for the interaction between performance relief and special sale rules. The judgment heading controls despite the different abbreviated name in the website filename.

Official judgment: Primary source

CM-L04. Exquisite Homes Ltd v Geest Industries (Estates) Ltd

Saint Lucia High Court, SLUHCM 2020/0006, 29 December 2022. Pinpoints: paragraphs 54–61, 75–85, especially 84, and 97. The compulsory-acquisition outcome does not determine every case of temporary disruption or increased expense.

Official judgment: Primary source

CM-L05. Nelson and others v FirstCaribbean International Bank (Barbados) Ltd

Judicial Committee of the Privy Council, [2014] UKPC 30, 3 September 2014. Pinpoints: paragraphs 11–21. Distinguish personal debt, security, default and prescription. The contractual-damages prescription point identified as arguable in the judgment must not be represented as decided.

Official judgment: Primary source

CM-L06. Velox and another v Helenair Corporation Ltd and others

ECSC Court of Appeal, (1997) 55 WIR 179, 11 November 1997. The cause/consideration proposition is verified here through its quotation and application in the official *Pigeon Island* judgment, paragraphs 58–60 (CM-L01). The original appellate judgment was not independently retrieved for that part of the source audit; this qualification should accompany the citation.

Focused Code-to-draft crosswalk

Explanatory mapping. The operative bills control.

This table maps the actual model provisions reproduced in this package. The accompanying source inventory contains dispositions for all 249 articles in its bounded Code corpus. The focused table below contains 33 rows: five source connections replaced, twenty conditional contractual substitutions and eight important preserved provisions.

Reading rule: “Bill A” means the Civil Obligations (Continuity and Domestic Development) Bill. “Bill B” means the Contract Performance and Remedies Bill. These texts are proposals, not enacted law.

Two clocks and different scopes: Source changes operate at the Bill A cut-off. The Bill B applies from its own commencement to new contracts governed by Saint Lucian law, and to identified future performance validly adopted under section 39(4). Earlier contracts are not automatically rewritten. Nor are Code applications to tort, quasi-contract or other non-contractual obligations repealed. The source freeze still applies to the specified reception pathways for relevant earlier matters, subject to the historical-version and accrued-position rules.

Source connections replaced

Code article	Direct package action; policy	Exact model reference	Reason
917A	Source reference replaced; reform	Bill A 32, Schedule 1.1; sections 5-14,16-20	Replaces the dynamic gateway with domestic continuity and development; expressly preserves cause, gratuitous-contract, third-person, proof and special-contract reservations.
920	Source reference replaced; reform	Bill A 32, Schedule 1.2; sections 4,6-9,16-20	Changes only the English-law reference in 920(2) to retained law and subsequent domestic law; the remaining capacity language is not modernised by this substitution.
944	Source reference replaced; reform	Bill A 32, Schedule 1.3; sections 4,6-9,16-20	Replaces the adult-lesion exception’s foreign source with retained law and subsequent domestic law; this is a reform of updating authority even where existing relief survives.
974A	Source reference replaced; reform	Bill A 32, Schedule 1.4; sections 4,6-9,16-20	Preserves maintainable quasi-contract actions but replaces the separate English source rule with retained and subsequent domestic law.
1127A	Source reference replaced; reform	Bill A 32, Schedule 1.5; sections 4,6-9,16-20	Preserves additional set-off cases but replaces the separate English source rule with retained and subsequent domestic law.

Conditional contractual substitutions

Code article	Direct package action; policy	Exact model reference	Reason
995	Conditional substitution; mixed	Bill B Schedule 1A.1; sections 7(3)-(4),18-20,25	Retains custody pending delivery but restates the care standard and explicitly separates care from accidental-loss allocation within the new remedial structure.
996	Conditional substitution; mixed	Bill B Schedule 1A.1; sections 7,18,25;33-37	Replaces the short general damages proposition with a conditioned remedy system, including excuses, proof and retained special limitations.
997	Conditional substitution; mixed	Bill B Schedule 1A.1; sections 18-20,25;21-24,32	Preserves performance and substitute-relief concepts but supplies conditions, defined prospective termination, restitution and remedy coordination.
998	Conditional substitution; mixed	Bill B Schedule 1A.1; sections 18-20,25,32	Preserves undoing at the obligor's expense and adds the model's defined judicial and urgent protective routes, subject to proportionality and no double recovery.
999	Conditional substitution; reform	Bill B Schedule 1A.2; sections 12-13;4	Changes default for covered obligations, including fixed-date default and a reasonable-period demand rule with specified notice treatment.
1000	Conditional substitution; reform	Bill B Schedule 1A.2; sections 12-13, especially 13(1)(a)-(e)	Retains the expired useful-period case but replaces the article through a deliberately redesigned and expanded default system.
1001	Conditional substitution; mixed	Bill B Schedule 1A.3; sections 13,18,25-30,33-37	Connects liability to the model's changed default rules while preserving the relevance of prohibited acts and qualifying excuses.
1002	Conditional substitution; mixed	Bill B Schedule 1A.3; sections 7(2),18,25-30,33-37	Recasts responsibility through the agreed performance standard and express impediment conditions; the allocation of proof and excuse is made specific.
1003	Conditional substitution; mixed	Bill B Schedule 1A.3; sections 18,25-30,33-37	Preserves assumed-risk and non-responsibility concepts but adds temporary-impediment, notice and avoidable-notification-loss provisions.

Code article	Direct package action; policy	Exact model reference	Reason
1004	Conditional substitution; mixed	Bill B Schedule 1A.3; sections 25,27-29,32;33-37	Retains loss and profit compensation while specifying avoided costs, assessment, lost chances, mitigation and replacement evidence.
1005	Conditional substitution; clarify	Bill B Schedule 1A.3; section 26(2)-(4), read with 25-30,33-37	Restates foreseeability at formation and the fraud exception within the new compensation framework; it does not certify every interpretive consequence as unchanged.
1006	Conditional substitution; clarify	Bill B Schedule 1A.3; section 26(1),(3), read with 25-30,33-37	Carries forward direct-consequence control and clarifies that deliberate commercial non-performance is not necessarily fraud.
1007	Conditional substitution; mixed	Bill B Schedule 1A.3; section 30;5(2)(c),32	Preserves reduction for partial performance or wholly disproportionate injury but adds express factors, non-exclusion, reasons and recovery coordination.
1062	Conditional substitution; mixed	Bill B Schedule 1A.4; sections 13,30(1),(6)	Replaces the penal-clause formulation with the model's agreed-payment category and reserves separate deposit and forfeiture questions.
1063	Conditional substitution; clarify	Bill B Schedule 1A.4; section 30(7)	Restates dependence of the payment term on a valid primary obligation and the separability of the primary obligation from an invalid payment term.
1064	Conditional substitution; mixed	Bill B Schedule 1A.4; section 30(4)-(5),32	Preserves election and anti-duplication protections while expressly coordinating additional losses and delay payments.
1065	Conditional substitution; reform	Bill B Schedule 1A.4; sections 13,30	Replaces the old penalty-accrual rule through the redesigned default and agreed-payment provisions.
1066	Conditional substitution; mixed	Bill B Schedule 1A.4; section 30(2)-(4);5(2)(c)	Preserves judicial reduction while adding specified considerations, reasons and a bar on pre-dispute exclusion of the power.
1130	Conditional substitution; mixed	Bill B Schedule 1A.5; sections 33-35, especially 34(6);4(2)	Replaces the general contractual loss/impossibility rule with impediment and frustration tests; specific accidental-loss rules and non-contractual applications survive.

Code article	Direct package action; policy	Exact model reference	Reason
1132	Conditional substitution; mixed	Bill B Schedule 1A.5; sections 33-35, especially 35(1)-(3)	Replaces the general contractual discharge and partial-benefit statement while leaving financial adjustment to retained 1132A/B and indemnity assignment to 1131.

Preserved provisions with coordination

Code article	Direct package action; policy	Exact model reference	Reason
1008	Expressly preserved; mixed	Bill B 31,13(5), Schedule 1B.1	Interest substance, rates and exclusions survive; default for a covered obligation is deliberately determined by the new section 13. There is no general enlargement beyond 1008.
1009	Expressly preserved; mixed	Bill B 31,13(5), Schedule 1B.1	Interest substance, rates and exclusions survive; default for a covered obligation is deliberately determined by the new section 13. There is no general enlargement beyond 1008.
1009A	Expressly preserved; mixed	Bill B 31,13(5), Schedule 1B.1	Interest substance, rates and exclusions survive; default for a covered obligation is deliberately determined by the new section 13. There is no general enlargement beyond 1008.
1067	Expressly preserved; mixed	Bill B Schedule 1A.4;30	Allocation among heirs or representatives survives, while the enforceable amount for a covered contract is subject to the new agreed-payment rule.
1068	Expressly preserved; mixed	Bill B Schedule 1A.4;30	Allocation among heirs or representatives survives, while the enforceable amount for a covered contract is subject to the new agreed-payment rule.
1131	Expressly preserved; clarify	Bill B 35(3), Schedule 1A.5	Assignment of indemnity rights is expressly preserved and coordinated with special rules and frustration adjustments to prevent duplicate recovery.
1132A	Expressly preserved; mixed	Bill B 34-35, Schedule 1A.5,B.2;4(2)	Existing financial-adjustment rules and exclusions survive, but section 34 supplies the general discharge trigger for covered contracts; section 24 is kept separate.

Code article	Direct package action; policy	Exact model reference	Reason
1132B	Expressly preserved; mixed	Bill B 34-35, Schedule 1A.5,B.2;4(2)	Existing financial-adjustment rules and exclusions survive, but section 34 supplies the general discharge trigger for covered contracts; section 24 is kept separate.

The inventory’s initial research triage is distinct from this final mapping of legislative effects. In particular, replacing 920(2),944,974A and 1127A reforms updating authority, and sections 12-13 deliberately change default for covered obligations. “Expressly preserved” may still be classified as mixed where a new trigger, supplemental duty or coordination rule applies.