Replacing Article 917A: Case-Based Evaluation of the First Model Package

Eight reported cases, thirty hypothetical tests and the revisions they produced

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Research series: *Saint Lucia Is Independent. So Why Can British Laws Still Become Saint Lucian 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*.

Source coverage and draft review: 5 September 2026. This is a research and drafting study. Both proposed Acts remain model legislation for public and professional examination.

Guide and method

The useful question is whether the proposed rules survive contact with difficult facts. A clause can sound sensible until a hurricane interrupts performance, an older agreement is varied, an insolvent business asserts set-off, or a published source register turns out to be wrong. This evaluation applies the existing framework and proposed text to those problems, identifies the evidence required, and records defects that prompted revisions.

COB means the model *Civil Obligations (Continuity and Domestic Development) Bill*. **CPRA** means the model *Contract Performance and Remedies Act*. All proposed clause references below identify one of these instruments. Their operative texts, annotations and targeted Code substitutions are supplied in the companion legislative package. The accompanying JSON records SHA-256 fingerprints of both model texts examined, so a later revision can be distinguished from this evaluation.

Two different kinds of test

The eight reported decisions supply real judicial reasoning and limited holdings. Their facts are reconstructed from identified primary texts, with paragraph or page references and attention to later treatment. The proposed-law discussion is the author's counterfactual analysis. It is not part of any judgment.

The thirty hypothetical scenarios are expressly invented. The initial issue list preceded final drafting; separate research strands then examined contract and reception questions. Three input records overlapped—H19, H20 and H29—and have been merged, preserving the contract analysis and adding the reception qualifications. Every identifier H01–H30 appears once. Additional variants and drafting corrections are not counted as extra scenarios. This was internal research review, not an independent external legal opinion or an exercise involving recruited participants.

Each hypothetical provides concrete facts, a qualified account of the current framework, proposed clauses, the treatment recommended, the people affected, evidence requirements, transition rules and unresolved issues. "Retain" means preserving substance; "clarify" means making its operation or source more explicit; "reform" means deliberately changing the legal rule or its update mechanism. Mixed classifications reflect mixed provisions, not a claim that every uncertain case has a known outcome.

Application assumptions and limits

Unless a scenario says otherwise, assume a valid contract governed by Saint Lucian law, formed after both the reception cut-off and CPRA's substantive commencement. This assumption is expressly displaced where capacity, choice of law, earlier contracts or other validity questions form the test.

Special legislation and specific-contract rules continue to apply according to their scope, commencement and priority. Hypothetical monetary amounts are illustrative.

CPRA sections 2 and 39 preserve the substantive regime for earlier contracts, subject to their limited prospective-adoption rules. Reported contract cases therefore ask what issues would arise **if an equivalent new contract and equivalent later events fell within the new regime**. They do not reopen historical agreements. COB sections 16–19 separately address source dates, pending proceedings and finality; preserving an older contract does not preserve automatic post-cut-off English updating.

The two reported tort cases test the continuity mechanism; CPRA does not supply their substantive liability rules. The mixed package also preserves, rather than completes, non-contractual restitution. A fixed source date does not by itself decide the retrospective reach of that source. These distinctions are central to the evaluation.

The analysis is not scored “all passed”. It exposes changes in protection, remaining uncertainties and implementation burdens. It does not prove constitutionality, lower litigation costs, public support, institutional readiness, or the size of an award in an actual dispute. Source coverage means the searches and identified texts reviewed by the stated date; it is not a claim that every relevant unreported decision or instrument has been found.

Part I. Reported cases

1. Hilaire: preserve the adapted rule, not an untouched English Act

Primary authority: *Hilaire v Chastanet* [2023] UKPC 22, 13 June 2023, paras 34–46 and 54–69.

What the court decided. The Privy Council held that Article 917A receives relevant English statutes as well as common law and selects English law in force at trial, subject to the clause's qualifications. Its examination of the Defamation Act 2013 included adaptation of the single-publication rule alongside Saint Lucia's local prescription provision. The appeal addressed legal questions governing the litigation; it did not determine ultimate liability for the statements. Nor did it resolve every possible accrued-rights objection to later law.

Draft application. COB sections 6–7 would preserve the applicable Saint Lucian rule, including legally necessary adaptations. Registering an unmodified copy of the English Act would be inadequate. Section 8 ends automatic later English amendments; section 12 permits later reasoning to inform domestic adjudication without automatically changing local law. Sections 16–17 preserve relevant temporal objections instead of declaring that every cut-off provision governs every earlier publication. A new substantive defamation policy would require domestic legal authority; the register cannot supply it.

Preserved, changed, unresolved. Existing operative protections survive. The foreign update mechanism changes. Exact source versions and unresolved temporal questions still require adjudication. This is a continuity test for tort law, not an application of the proposed contract chapter.

2. Mathurin: a rejected foreign rule must remain rejected

Primary authority: *Mathurin v Augustin*, HCVAP 2007/041, 2 June 2008, paras 7–16.

What the court decided. The Court of Appeal held that the English statutory abolition of an estate's recovery for lost years conflicted with Article 609. Article 917A's express local-priority rule therefore prevented its reception. The court overruled *Ismael* on that issue. Paragraph 16 expressly left the separate question of ambulatory reception undecided; *Hilaire* later addressed that question. *Mathurin* is therefore authority for a conflict outcome, not for excluding all later English statutes.

Draft application. COB sections 6(3), 7(2)(c) and 10 preserve this exclusion. A list describing the Administration of Justice Act 1982 as relevant English legislation cannot make its rejected amendment part of Saint Lucian law. A claimant's potentially available estate claim would not disappear because researchers omitted Article 609 or entered the wrong English version: section 25 prevents the register from becoming conclusive law. Any fresh domestic restriction on these damages should identify the rights it changes and the deaths or proceedings to which it applies.

Preserved, changed, unresolved. The local rule's priority survives; later English reform ceases to operate automatically. Entitlement, evidence and quantification remain distinct questions. This case does not establish that a particular estate must recover a particular award, and CPRA's contract compensation provisions would not govern its tort claim.

3. Lisa Andrew: repair costs, limited resources and missing evidence

Primary authority: *Lisa Andrew v Matthew Nelson*, SLUHCV 2009/0814, 2 May 2013, paras 34–35, 40–42 and 48–53.

What the court decided. The High Court awarded compensation for incomplete and defective house construction. It used expert estimates for remedial and completion work. Despite accepting the homeowner's financial inability to complete promptly, it reduced those estimates by five percent because of delay in commencing proceedings and limited recoverable rent. The court also confronted disputed payments unsupported by evidence. These fact-sensitive assessments should not be converted into a universal rule requiring a five-percent deduction.

Draft application. For a new equivalent contract, CPRA sections 7, 15 and 20 would organise standards, any reasonable opportunity to cure, and substitute work. Sections 25–29 would require evidence of reasonable remedial expense, saved costs and avoidable loss. Section 28(2) expressly makes resources and access to substitutes relevant; section 28(1) places the burden of proving reasonably avoidable loss on the defendant. That changes the statutory inquiry: elapsed time alone would not justify a standard deduction. It does not guarantee a larger award. Article 1590's special treatment of fixed-price building variations remains protected by section 4.

Preserved, changed, unresolved. Repair and completion compensation survives. Mitigation becomes more explicit and sensitive to practical capacity. Missing receipts, disputed variations and the reliability of expert estimates remain evidential problems which better legislation cannot solve by itself.

4. Pigeon Island: performance relief without importing consideration

Primary authority: *Pigeon Island Development Company Ltd v The Landings Unit Plan No D2/2007 and others*, SLUHCM 2020/0028, 30 March 2022, paras 58–60 and 96–99.

What the court decided. The High Court ordered performance of memorandum provisions concerning reduction of a condominium board and the developer's appointment of one director. It also upheld the consent order and rejected larger appointment entitlements. Each side succeeded on distinct issues and bore its own costs. The court rejected the premise that English consideration was required for enforceability. Neither side won unconditionally.

Draft application. For an equivalent new memorandum, COB section 13 and CPRA sections 2(2) and 3 preserve enforceability without introducing English consideration. CPRA section 19 would provide the framework for assessing an order to perform: certainty, practicability, substitutes, hardship and supervision remain relevant. Section 4 protects mandatory condominium law; the remedies chapter cannot itself change board composition fixed by that law or erase a binding consent order. Section 6's cooperation obligation likewise cannot manufacture a different bargain. Whether a waiver was withdrawn effectively would still require the memorandum, communications and retained law to be examined.

Preserved, changed, unresolved. Gratuitous contractual obligations and the availability of performance relief survive. The statutory route becomes more visible. The particular appointment entitlement, waiver and governance obligations remain questions of interpretation and special law; the draft supplies no automatic entitlement to the same order.

5. Exquisite Homes: compulsory acquisition is different from higher cost

Primary authority: *Exquisite Homes Ltd v Geest Industries (Estates) Ltd*, SLUHCM 2020/0006, 29 December 2022, paras 75–85, especially 84, and 97.

What the court decided. The High Court found the 2019 land-sale agreement frustrated when compulsory acquisition vested the land in the Crown before completion. Increased expense and difficulties involving occupiers did not themselves establish frustration. By completion the seller could not convey title and vacant possession. The deposit had already been returned. The court dismissed claim and counterclaim, with each party bearing its own costs.

Draft application. Under an equivalent new contract, CPRA section 34 would direct attention to actual impossibility, unlawfulness or fundamental change, responsibility, and allocation of the acquisition risk. Higher cost alone would remain insufficient under subsection (2). Local property and acquisition law would determine when ownership vested; the contract chapter does not decide that event. Section 35 preserves Articles 1132A–1132B for their applicable financial adjustments. Section 32 prevents a second recovery of a deposit already repaid. Any independently established earlier breach would require separate analysis under section 35(4), including whether its loss survives the discharge adjustments.

Preserved, changed, unresolved. The distinction between increased difficulty and frustration is retained and stated expressly. The precise risk allocation and treatment of any pre-acquisition breach still matter. Frustration does not mean that all alleged wrongdoing is retrospectively excused, or that repayment must occur twice.

6. Augustin: the general remedies chapter cannot erase special sale rules

Primary authority: *Esther Augustin (also known as St Marie) v Paul Jason Auguste*, SLUHCVAP 2013/0033, 18 April 2016, paras 26–36. The court website's filename uses a different abbreviated party name; the judgment's heading controls.

What the court decided. The buyer had obtained possession and built and occupied a home. The Court of Appeal held that Article 1388's promise-of-sale-with-possession rule excluded the withdrawal option argued under Article 1387. It upheld specific performance, drawing on Articles 997, 917A, 954 and 956, subject to a correction to a land-area figure in the order. It did not abolish Article 1387 for every promise of sale.

Draft application. For an equivalent new transaction, CPRA section 4 and Schedule 1 Part B preserve the special sale provisions. Section 19 would govern the performance remedy while respecting their substantive effect. Readiness to complete, certainty, third-party interests and registration remain material. Section 30(6) leaves deposits and earnest outside its automatic treatment of breach-triggered agreed payments; the double-earnest rule should not silently become a reducible contractual penalty. Section 6 supplements, rather than exhausts, Article 956's broader role.

Preserved, changed, unresolved. The special sale distinction and availability of performance relief survive. General remedy criteria become organised in domestic text. What was promised, whether possession was delivered, and the registration steps necessary for title still require evidence and application of retained special law.

7. Nelson: distinguish the loan, the security and the default trigger

Primary authority: *Nelson and others v FirstCaribbean International Bank (Barbados) Ltd* [2014] UKPC 30, 3 September 2014, paras 11–21.

What the court decided. Damage to mortgaged property and attempted surrender did not extinguish the borrowers' personal repayment obligations. The bank could sue on those obligations independently of enforcing its security. Paragraph 16 treated commencement of proceedings as sufficient default under Articles 999 and 1001. Paragraph 20's suggestion about thirty-year prescription was expressly undecided; its common-law-only reception language must also be read subject to *Hilaire*. Neither proposition should be converted into an unqualified register entry.

Draft application. In a new equivalent loan, CPRA sections 4 and 19(1) preserve the distinction between a sum due and security enforcement. Sections 31 and 38 retain interest and prescription law. Section 13 changes the default machinery: an expired fixed date can itself establish default, while proceedings used as a demand must be served and allow the relevant reasonable period. That requires a deliberate explanation to lenders and borrowers. Default is not, by itself, contractual acceleration of every future instalment. Sections 21–26 separately control termination and compensation for future non-performance.

Preserved, changed, unresolved. Personal liability and security remain distinct. Notice and default become more explicit. The draft does not resolve the prescription question left open in paragraph 20 or promise recovery of unproved insurance losses.

8. Spiricor: inability to perform and the limits of waiting

Primary authority: *Spiricor of Saint Lucia Ltd v Attorney General and Hess Oil*, Civil Appeal No 3 of 1996, 26 May 1997, PDF pp 14–16; appeal dismissed, [1999] UKPC 49, 1 December 1999, judgment text, paras 9–14. The latter is a third-party reproduction of the primary judgment, not a publisher's summary.

What the courts decided. The courts examined a distillery purchaser's inability to meet essential obligations, including payment and security, and the government's termination. A future date for paying the balance did not require waiting until inevitable non-performance occurred. The appellate decisions treated repudiation as capable of being established by conduct and inability, not solely an express refusal.

Draft application. An equivalent new contract would engage CPRA sections 17 and 21: substantial objective grounds justify seeking assurance. Section 22 requires notice identifying the ground; sections 4 and 17(5) preserve registration and insolvency restrictions. This test exposed an ambiguity: section 21 expressly included inability, while section 17(4) referred only to repudiation. The draft was revised. Section 17(4) now expressly dispenses with assurance where objective facts establish inability to fulfil an essential obligation when due. A simple fear of financial trouble remains insufficient.

Preserved, changed, unresolved. Anticipatory termination survives, with a structured assurance procedure. The factual threshold and notice still matter. Termination does not itself authorise repossession against registration or third-party rights, or establish the amount of future-loss damages.

Part II. Thirty hypothetical tests

The facts in this Part are invented. References to current law identify legal questions and available sources; they do not convert the scenarios into reported decisions. References to model sections describe proposals.

H01. Abandoned renovation and defective work

Hypothetical facts. A builder receives a deposit, leaves defective partial work and abandons a house renovation.

Current framework and uncertainty. Code 997–998 permits performance and undoing; 1004 addresses loss. Construction 1584–1591 and consumer rights can supply specific rules. Lisa Andrew [34]–[50] illustrates damages and mitigation. The bargain, accepted work and payment allocation must be established.

Proposed application — CPRA sections 4, 13, 15, 18–25, 28–32; Schedule 1 Part A item 1–3. Justified termination and reasonable substitute work are possible. A safe cure opportunity does not obstruct urgent protection. Refund, retained work, unpaid price and damages must be reconciled.

Treatment and people affected. Retain / clarify / reform. Protects the homeowner's completion interest while crediting useful work supplied.

Evidence and transition. Contract, payment records, defect evidence, quotes, urgency and expenditure. New-contract assumption applies; earlier contracts remain under CPRA section 39; earlier bargains remain under 39.

Remaining issue and review finding. Fixed-price variations and specific construction remedies require separate application. 15(6) expressly preserves urgent correction and protective proceedings. No automatic monetary outcome without valuation evidence.

Source anchors: Lisa Andrew v Matthew Nelson, paragraphs 34–53; Civil Code: Section iv work by estimate and contract.

H02. Owner obstruction and an independent building defect

Hypothetical facts. An owner refuses necessary site access, then claims all delay losses; the builder also installs defective wiring.

Current framework and uncertainty. Code 956,1002–1005 and construction-specific allocation govern contractual responsibility. An owner's obstruction does not establish that an unrelated defect is excused. How much delay each event caused is evidentially contested.

Proposed application — CPRA sections 6–7, 11, 18, 25–28. Access-related delay is excluded to the extent caused by the owner; reasonable rescheduling follows. The builder remains responsible for separable defective wiring and consequent loss.

Treatment and people affected. Clarify / reform. Neither party receives immunity for its independent failure.

Evidence and transition. Access requests, dates, work programme, wiring standard and expert causation evidence. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Concurrent causes require allocation; a regulatory refusal cannot be treated as unlawful obstruction merely because it delays work. Existing 11(2) and 11(4) meet separability and lawful-approval challenges. No predetermined percentage reduction.

Source anchors: Civil Code: Section iv the effect of contracts; Civil Code: Section iii damages for non fulfilment of obligations.

H03. Temporary hurricane blockage

Hypothetical facts. A hurricane blocks site access for several days; repairs remain feasible afterwards.

Current framework and uncertainty. Code 1002–1003 addresses non-imputable events and assumed risk; 1130–1132B addresses impossibility and frustration. Specific construction allocation can prevail. The weather label alone establishes neither excuse nor discharge.

Proposed application — CPRA sections 4, 7(4), 11, 21, 33–35. 33 can excuse only proven affected delay; unaffected duties continue. Notice, reasonable preparation and mitigation remain relevant. A brief blockage ordinarily does not establish fundamentally different performance under 34.

Treatment and people affected. Clarify / reform. The obligor gains a bounded excuse; the customer retains protection against unnecessary delay and avoidable damage.

Evidence and transition. Closure duration, access alternatives, preparation, risk clauses and actual effects. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. A genuinely time-critical purpose may make even short delay substantial. Special risk priority retained in 4 and 34(6). No general hurricane exemption.

Source anchors: Civil Code: Section iii damages for non fulfilment of obligations; Civil Code, impossibility and frustration.

H04. Destruction of a unique event venue

Hypothetical facts. A hurricane permanently destroys the unique venue booked for an event; an advance and preparatory expenses exist.

Current framework and uncertainty. Code 1132A–1132B contains money, expense and benefit adjustments after frustration, contractual-allocation rules and exclusions. Destruction does not mechanically entitle every payer to an unreduced refund. The booking terms, substitutability and responsibility for destruction matter.

Proposed application — CPRA sections 4, 23–24, 34–35. If discharge under section 34 is established, section 35 preserves Articles 1132A–1132B adjustment. Restitution under section 24 instead governs termination under Part 4, whether or not damages are recoverable. The court considers expenses, benefits and applicable exclusions under the correct route.

Treatment and people affected. Retain / clarify. Allocates the interrupted exchange without assuming either party caused a breach.

Evidence and transition. Advance, expenditure, surviving benefit, risk terms and relevant insurance obligations. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. A construction variant must separately apply 1584–1586 risk rules; booking and building are different contracts. 35 preserves existing adjustment exclusions and 1131 indemnity rights. Discharge and quantum remain distinct.

Source anchors: Civil Code, impossibility and frustration; Civil Code: Section iv work by estimate and contract.

H05. Minor delay and opportunistic cancellation

Hypothetical facts. A supplier delivers one day late without material loss; the buyer invokes a market-price fall to cancel.

Current framework and uncertainty. Code 954,997 and 999–1005 interact with contractual timing, special sales provisions and received termination doctrine. Sewell illustrates why the actual terms and conduct matter. An essential deadline or express cancellation clause may change the result.

Proposed application — CPRA sections 5–6, 8, 13, 15–16, 21–22, 27. Default may exist without statutory termination entitlement. Mere minor delay fails 21 absent another valid right. An enforceable express timing or statutory right remains available; damages need proven loss.

Treatment and people affected. Clarify / reform. Limits opportunistic statutory cancellation while respecting lawful risk allocation.

Evidence and transition. Contract, purpose of date, loss, acceptance and notice. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. The draft deliberately retains valid express business cancellation rights. 8(2) separates a due date from termination significance. No universal rule that one day's delay is harmless.

Source anchors: Sewell v Allain, primary judgment; Civil Code: Section ii defaults.

H06. Wedding catering and anticipated non-performance

Hypothetical facts. Two days before a wedding, the caterer unequivocally says it cannot supply the promised meal.

Current framework and uncertainty. Code 997,1000 and 1004–1006 provide remedy, time-purpose and damages anchors; anticipatory doctrine requires the relevant domestic and received authorities. Cancellation, repudiation and contractual compensation clauses must be distinguished.

Proposed application — CPRA sections 13(1)(c), 15, 17(4), 21–29, 32. Clear repudiation permits early termination and reasonable substitute arrangements. A cure offered after the wedding cannot serve the purpose. Refund and replacement-loss calculations are reconciled; distress is not automatically compensable.

Treatment and people affected. Clarify / reform. Protects timely replacement while preventing duplicate compensation.

Evidence and transition. Repudiation message, essential date, available suppliers and reasonable replacement price. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Non-financial wedding loss remains governed by the applicable category-specific rules. 13 expressly connects effective anticipatory termination to default. Unproved substitute or emotional-loss figures are not assumed.

Source anchors: Civil Code: Section ii defaults; Civil Code: Section iii damages for non fulfilment of obligations.

H07. Rejecting a safe and effective repair

Hypothetical facts. A small business rejects a prompt, safe and fully effective repair solely to claim a larger loss.

Current framework and uncertainty. Code 997–998 permits performance and correction; mitigation is applied in Lisa Andrew [35],[49]–[50]. Existing law's precise cure entitlement is not comprehensively mapped here. Repair quality and the customer's grounds for refusal may be disputed.

Proposed application — CPRA sections 14–15, 20, 25, 28, 32. Before valid termination, compliant 15 cure should be permitted. Refusal may leave resulting avoidable loss unrecoverable. The customer retains distinct delay loss and may reject inferior, unsafe or repeatedly unsuccessful correction.

Treatment and people affected. Reform / clarify. Protects an economical remedy without forcing acceptance of a worse bargain.

Evidence and transition. Repair proposal, duration, safety, functionality and refusal reasons. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Consumer cancellation rules may provide a different mandatory choice. 15(5) preserves consumer rights and completed termination. The analysis assumes the repair is actually adequate.

Source anchors: Lisa Andrew v Matthew Nelson, paragraphs 34–53; Civil Code: Section i general provisions 09.

H08. A credit rumour and a demand for prepayment

Hypothetical facts. A supplier hears an uncorroborated credit-risk rumour and demands full advance payment contrary to agreed credit terms.

Current framework and uncertainty. Code 954 and 1020–1023 interact with insolvency legislation. Insolvency Act 4,63 and 160 can override termination or acceleration tied to insolvency processes. A rumour differs from objectively supported threatened non-performance.

Proposed application — CPRA sections 4–6, 14, 17, 21, 38. 17 does not authorise arbitrary re-pricing of credit. Assurance requires substantial objective grounds and a proportionate demand. Special insolvency restrictions control even where commercial concern is genuine.

Treatment and people affected. Reform / retain. Balances supplier exposure against coercive demands on a vulnerable purchaser.

Evidence and transition. Reliable financial facts, obligations due, assurance requested and any insolvency filing. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Adequacy of assurance is contextual, not invariably cash or security. 17(5) and 4 preserve collective insolvency protections. No general right to suspend because a customer is distressed.

Source anchors: Civil Code: Section ii obligations with a term; Insolvency Act 17/2024.

H09. An agreed charge for late payment of money

Hypothetical facts. A contract demands EC$10,000 for a minor delay in paying money, besides ordinary interest.

Current framework and uncertainty. Code 1007 and 1066 allow reduction of stipulated sums, but 1008 specifically regulates compensation for delayed money payment. Consumer and credit protections may independently control the term. Characterise the charge and the underlying obligation before applying penalty doctrine.

Proposed application — CPRA sections 4–5, 13, 30–32, 37. The sum is not automatically enforceable or merely reduced. Section 30(1) requires default under section 13; section 30(8) preserves section 31 and Article 1008's restriction. Any remaining lawful agreed-payment issue is assessed under section 30 and mandatory consumer controls.

Treatment and people affected. Retain / clarify; default timing is reform. Protects debtors against duplicate or unlawful charges while preserving lawful interest.

Evidence and transition. Charge wording, sum overdue, delay, injury and applicable credit regime. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Whether a charge is interest, a genuine primary obligation or compensation requires interpretation. Stress test added 30(8) to resolve a genuine ambiguity. No invented permissible rate or penalty ceiling.

Source anchors: Civil Code: Section iii damages for non fulfilment of obligations; Civil Code: Section vi obligations with a penal clause.

H10. Mitigation when the homeowner cannot fund completion

Hypothetical facts. After a builder's breach, the homeowner cannot fund replacement work upfront and continues paying rent.

Current framework and uncertainty. Lisa Andrew [49]–[50] expressly records inability to afford completion but reduces some repair/rent loss for delay. That fact-sensitive outcome is not a universal rule requiring borrowing. Available means and reasonable alternatives need evidence.

Proposed application — CPRA sections 20, 25–29, 32. 28 requires realistic assessment of resources and access to substitutes. It neither presumes affordable finance nor exempts every loss caused by waiting. Reasonably avoidable components can still be excluded.

Treatment and people affected. Clarify / reform. Makes financial capacity visible without guaranteeing full compensation to either side.

Evidence and transition. Quotes, funding requests, available savings, staged work, safety and rental necessity. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Evidence rules and costs may themselves obstruct proof of limited means. 28(2) explicitly includes resources and disproportionate financial risk. No mandatory finance exception or automatic poverty exemption.

Source anchors: Lisa Andrew v Matthew Nelson, paragraphs 34–53.

H11. Refund and replacement cost without double recovery

Hypothetical facts. An unperformed EC$100,000 job has a EC$30,000 deposit. Equivalent replacement costs EC$110,000; no work is retained.

Current framework and uncertainty. Code 1004 compensates loss and lost profit; 997 allows compatible remedies. A refund and compensation must be evaluated against the actual promised exchange. Separate additional losses or an invalid termination would change the accounting.

Proposed application — CPRA sections 20(5), 23–25, 29, 32. Illustrative arithmetic: EC$30,000 refund plus EC$10,000 additional replacement loss gives EC$40,000 total. Paying EC$140,000 overall less that recovery leaves the promised EC$100,000 net cost. Refund plus the entire replacement bill would overcompensate.

Treatment and people affected. Clarify. Restores the claimant's position without a windfall.

Evidence and transition. Original price, payments, equivalent substitute cost and retained value. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Partial useful work requires a different valuation. 20(5),25(2) and 32 expressly coordinate avoided price and duplicate heads. Arithmetic illustration, not an award prediction.

Source anchors: Civil Code: Section iii damages for non fulfilment of obligations; Civil Code: Section i general provisions 09.

H12. Compelling a named artist to perform

Hypothetical facts. A customer asks the court to compel a named artist personally to finish a commissioned portrait.

Current framework and uncertainty. Code 997 permits specific performance in a case admitting it; 1073 recognises an interest in personal performance. That interest does not itself establish that coercive relief is proper. Local equitable limits must be identified; no fact-matched local artist case is claimed.

Proposed application — CPRA sections 9, 18–19, 21–29. 19(4) bars compulsion of essential personal skill or judgment, including a one-off commission. 19(5) prevents indirect coercion by injunction. Refund and proven damages remain possible.

Treatment and people affected. Clarify / reform. Protects personal autonomy while preserving a customer's monetary remedies.

Evidence and transition. Personal nature, agreed obligations, payments, breach and compensable loss. New-contract assumption applies; earlier contracts remain under CPRA section 39.

Remaining issue and review finding. Delivery of an already completed object may present a different question. The review expanded 19(4) beyond continuing personal confidence. No blanket immunity for all artistic businesses.

Source anchors: Civil Code: Section i general provisions 09; Civil Code: Section ii payment.

H13. A gratuitous land-transfer undertaking

Hypothetical facts. A sufficiently certain written land-transfer undertaking is challenged solely because English bargain consideration was absent.

Current framework and uncertainty. Article 917A preserves local cause and gratuitous agreements. Pigeon Island [58]–[60],[96]–[99] illustrates enforcement; land formalities and special rules still matter. Absence of English consideration does not establish compliance with gift, sale or registration requirements.

Proposed application — CPRA sections 2–4, 19, 23(4); Schedule 1 Part B item 3. The consideration objection alone fails if local validity requirements are satisfied. The model preserves cause and allows appropriate performance relief; it does not cure defective consent or conveyancing formalities.

Treatment and people affected. Retain / clarify. Preserves the promisee's existing local-law position without expanding title against protected outsiders.

Evidence and transition. Undertaking, cause, authority, certainty, applicable formalities and readiness. New-contract assumption applies; earlier contracts remain under CPRA section 39; the companion Act independently preserves local cause.

Remaining issue and review finding. Characterisation as gift, sale or another undertaking changes the required formalities. 2(2),3 and 4 avoid reinstating English consideration. Not every gratuitous promise is enforceable.

Source anchors: Civil Code, Articles 916A–917A; Civil Code: Section iv the effect of contracts.

H14. An assenting beneficiary and a later variation

Hypothetical facts. A contract benefits a third person who signifies assent; the original parties later try to remove that benefit.

Current framework and uncertainty. Code 962 permits qualifying third-person stipulations and bars revocation by the stipulator after signified assent. The precise conditions of that article matter. Not every incidental benefit satisfies 962, and assent must be proved.

Proposed application — CPRA sections 3–4, 19, 23(4), 39(4); Schedule 1 Part B item 3. The module preserves qualifying beneficiary rights rather than giving original parties a new power of revocation. A prospective opt-in cannot prejudice a third person's right without lawful consent.

Treatment and people affected. Retain / clarify. Protects the beneficiary while leaving genuine variation powers intact.

Evidence and transition. Contract terms, qualifying stipulation, communicated assent and proposed variation. New-contract assumption applies; earlier contracts remain under CPRA section 39; 39(4) separately governs opt-in of earlier contracts.

Remaining issue and review finding. A contested vesting date requires the existing beneficiary doctrine. Definition and express preservation prevent the performance module swallowing formation rights. No new universal third-party enforcement right.

Source anchors: Civil Code: Section v the effect of contracts with regard to third persons.

H15. An electronic-transactions provision not shown to be commenced

Hypothetical facts. An online buyer relies on a specific electronic-transactions cooling-off section whose commencement has not been established.

Current framework and uncertainty. The Electronic Transaction Act official commencement list is section-specific. Current evidence does not establish commencement of 44–46; the Consumer Protection Act separately provides distance-selling rights. A later commencement instrument could change the status and requires checking.

Proposed application — CPRA sections 2(2), 4, 12, 37–38. The module neither activates a dormant section nor invalidates the electronic contract. Applicable commenced provisions, ordinary contract law and consumer protections determine the claim.

Treatment and people affected. Retain / clarify. Preserves genuine consumer rights without inventing an additional operative cause.

Evidence and transition. Exact section, Gazette commencement, transaction date, scope and communications. New-contract assumption applies; earlier contracts remain under CPRA section 39; commencement of the relied-on provision is independently necessary.

Remaining issue and review finding. Exhaustive later-instrument verification remains material. 12(3) explicitly conditions electronic notices on applicable law. Enacted, commenced and applicable are separate findings.

Source anchors: Electronic Transaction Act: official commencement record; Consumer Protection Act: act.

H16. A consumer waiver of statutory protection

Hypothetical facts. A supplier requires a consumer to waive statutory quality, repair or refund rights before supplying goods.

Current framework and uncertainty. Consumer Protection Act 61–66,86,90,103 and 112–113 regulate relevant terms, quality, warranty and exclusion questions; exact remedy and scope depend on the transaction. There is no single identical refund entitlement for every defect.

Proposed application — CPRA sections 4–5, 10, 15(5), 30, 37–38. A prohibited waiver remains ineffective. The general cure mechanism cannot reduce a mandatory consumer choice. Existing tribunal, complaint and court routes remain available within their jurisdictions.

Treatment and people affected. Retain / clarify. Protects the consumer’s statutory minimum without creating duplicate recovery.

Evidence and transition. Consumer status, supplier role, defect, terms, notice and applicable statutory conditions. New-contract assumption applies; earlier contracts remain under CPRA section 39; independent statutory rights have their own temporal rules.

Remaining issue and review finding. A substantive right may still require a usable enforcement route. 4(1) was corrected so special-law preservation does not nullify Schedule 1. No assumption that every unfavourable term is unlawful.

Source anchors: Consumer Protection Act: section 86; Consumer Protection Act: section 112.

H17. A mistaken bank payment and change of position

Hypothetical facts. A bank mistakenly transfers EC$8,000 to a customer. Unaware of the mistake, the customer spends EC$6,000 on a non-refundable training course they would not otherwise have booked. After discovering the error, the bank demands the full EC$8,000.

Current framework and uncertainty. Code quasi-contract provisions and the separate Article 974A connector matter. Whether the particular English restitution defence operates requires an identified proposition, source version, statutory interaction and facts; neither the label “unjust enrichment” nor citation of an English case settles all of that. Whether the expenditure satisfies any legally available change-of-position defence, and whether retained benefits affect that defence, are unresolved on these assumed facts.

Proposed application — COB sections 4–8 and 12; Schedule 1 item 4. In COB, sections 4–7 and Schedule 1 item 4 continue any actually applicable restitution rule and any applicable defence. Sections 8 and 12 prevent a later English development from entering automatically. The contract module does not legislate a general mistaken-payment regime.

Treatment and people affected. Retain existing applicable rights and defences; reform the future update mechanism. The bank retains an available restitution claim; the customer retains only defences established under applicable law. Neither party gains a newly codified general restitution rule.

Evidence and transition. Transfer and account records, the source of the error, when the customer knew, course booking and refund terms, expenditure caused by the receipt, and the legal sources for the claim and defence. Assume payment and expenditure occur after the reception cut-off. This is not a contract-performance claim under CPRA; the retained quasi-contract framework applies.

Remaining issue and review finding. A comprehensive mistaken-payment and change-of-position module remains to be drafted. Spending money does not automatically establish a defence. Safeguard checked: Article 974A is included in the specified connectors, and COB section 6 preserves applicable defences as well as claims. No locally established universal change-of-position defence or quantified liability is asserted here.

Source anchors: Civil Code, quasi-contracts and Article 974A; Civil Code, Articles 916A–917A.

H18. A new tort and a later English statutory defence

Hypothetical facts. A road accident occurs after the reception cut-off. Before the Saint Lucian trial, England enacts and commences a new statutory defence for the relevant category of negligence. The defendant asks the local court to apply that defence through former Article 917A. The amendment is fictional and tests the mechanism.

Current framework and uncertainty. Article 917A presently supplies an ambulatory source; *Hilaire* confirms that the relevant English statutory source is not limited to 1956 law. The temporal reach of a particular defence still requires analysis. Under the present framework, the reception scope, local conflicts and temporal reach of a particular actual defence would all need examination.

Proposed application — COB sections 6–12 and 26. In COB, sections 6–9 retain the pre-cut-off rule for a post-cut-off tort. The later English amendment has no force merely under reception. Sections 11–12 allow lawful domestic common-law development but not judicial amendment of a retained statute.

Treatment and people affected. Reform: end automatic later English updating while retaining the applicable baseline. The defendant loses automatic access to a favourable later English statute; the claimant gains stability against that change. A beneficial reform may also be delayed.

Evidence and transition. Accident chronology, the applicable source version, local liability and defence rules, and the foreign amendment and commencement dates. The tort occurs after the cut-off. CPRA does not govern its substantive liability; no earlier-rights saving reinstates the foreign update feed.

Remaining issue and review finding. Parliament may decide to adopt or adapt the new defence. A maintained review programme matters because a freeze can preserve obsolete statutory rules. Safeguard checked: COB section 11 distinguishes domestic common-law development from amendment of retained statutory substance. The example contains no claim that such an English amendment exists, or that the defendant is otherwise liable.

Source anchors: Civil Code, Articles 916A–917A; Hilaire v Chastanet [2023] UKPC 22.

H19. An earlier contract breached after commencement

Hypothetical facts. A valid supply contract predates the module; its delivery obligation is breached after commencement.

Current framework and uncertainty. Existing contractual law, reception and temporal rules govern the agreement. Hilaire [2023] UKPC 22 does not settle every accrued-right or retroactivity question. The source date and the substantive module's application date are different questions.

Proposed application — CPRA sections 2 and 39; COB sections 8, 16(4), 18–20. The new performance rules do not apply solely because breach or trial occurs later. The companion Act still stops post-cut-off automatic English updating; ordinary domestic development continues.

Treatment and people affected. Retain / reform. Protects existing contractual expectations while changing the future source mechanism openly.

Evidence and transition. Formation date, obligations, variations, event chronology and any valid opt-in. This scenario expressly uses the earlier-contract cohort.

Remaining issue and review finding. The historically applicable version may still require temporal analysis. Similar transactions can remain subject to different substantive regimes depending on formation date; that transition cost is deliberate. 39(5) was corrected to remain subject to companion transition provisions. Preserving old substance does not preserve an unlimited foreign update feed.

Source anchors: Hilaire v Chastanet [2023] UKPC 22.

H20. Variation, renewal and a genuinely new contract

Hypothetical facts. An earlier contract's delivery date is varied after commencement; one party asserts the whole bargain now falls under the module.

Current framework and uncertainty. The distinction between modification and replacement matters under existing contract law; 954 recognises modification and discharge. Labels alone do not determine legal effect. A true novation can differ from a routine adjustment or exercise of an existing renewal right.

Proposed application — CPRA sections 2, 4 and 39(1)–(5); COB section 18. A variation alone does not switch regimes. A genuinely new contract follows the new law. Express prospective adoption is possible but cannot defeat accrued, mandatory or protected third-party rights.

Treatment and people affected. Reform / clarify. Prevents unilateral reclassification while allowing deliberate transition.

Evidence and transition. Original terms, variation, replacement intention, consent and affected third-party rights. Earlier-contract cohort unless a valid new contract or prospective adoption is established.

Remaining issue and review finding. Borderline novation remains fact-sensitive. A purported novation must satisfy existing law and cannot defeat a guarantor's or beneficiary's protected rights merely by its label. 39 distinguishes continuing performance, renewal, variation and true novation. The model does not validate an otherwise invalid variation.

Source anchors: Civil Code: Section iv the effect of contracts; Civil Code: Section iii novation.

H21. An appeal, a fresh retrial and different source dates

Hypothetical facts. A tort occurs; a fictional English statutory amendment A commences before the original Saint Lucian trial. After judgment, amendment B commences before the reception cut-off. An appeal, and potentially a fresh retrial on remittal, occurs after the cut-off.

Current framework and uncertainty. *Hilaire* identifies the English law current at trial. It does not resolve every accrued-rights or appellate-clock issue. If the foreign change preceded trial, its temporal reach to earlier facts is still a separate question. Hilaire does not settle every appellate source clock or retrospective effect. Whether A or B can affect the earlier conduct remains a separate temporal question.

Proposed application — COB sections 7, 16(2)–(3) and 17(3)–(6). In COB, sections 16(2)–(3), 17(3) and 17(5) assess correctness against law applicable when the appealed decision was made, preserve applicable earlier-version protections and prohibit post-cut-off English sources. Section 17(4) separately addresses a fresh retrial under sections 7 and 16, subject to binding appellate rulings.

Treatment and people affected. Reform and clarification, including a chosen appellate/retrial transition architecture. A party may obtain a different source-version analysis on a fresh trial than on review of the original judgment. Neither party receives post-cut-off foreign changes automatically.

Evidence and transition. Conduct, amendment and commencement dates; original judgment; issues preserved on appeal; any statutory savings; and binding remittal directions. Appeal correctness is assessed under section 17(3). Fresh determination uses sections 7 and 16 through section 17(4), subject to binding directions and the universal source ceiling.

Remaining issue and review finding. A fresh retrial may use B if applicable temporal rules permit, although review of the original judgment does not simply substitute B. This requires specialist appellate scrutiny. Actual revision: COB section 17(4) was rewritten to distinguish fresh determination from appellate review; section 17(5) supplies the post-cut-off ceiling. This is proposed policy, not an existing rule attributed to Hilaire or a prediction that an appeal will succeed.

Source anchors: Hilaire v Chastanet [2023] UKPC 22; Interpretation Act, section 27; Interpretation Act, section 28.

H22. Final judgment followed by a register correction

Hypothetical facts. A civil judgment becomes final after available appeal routes are exhausted. A year later, the proposed register corrects an entry on a relevant English provision. The unsuccessful party asks for the judgment to be reopened solely because the entry changed.

Current framework and uncertainty. Finality, appeals, fraud and other review grounds are governed by existing law. Finding a new source is not itself a universal ground to reopen a case. Any independent reopening ground, including fraud or an available procedural remedy, must be identified under existing law.

Proposed application — COB sections 19 and 25(3). In COB, sections 19 and 25(3) prevent a register correction or reception replacement alone reopening a final judgment or invalidating a settlement. Independent grounds remain available.

Treatment and people affected. Retain and clarify finality; create no register-based reopening power. The successful party retains finality. The unsuccessful party may bear the cost of an earlier legal error despite the improved research record.

Evidence and transition. Judgment and orders, appeal history, finality, the corrected source record, and any independent legal ground and deadline for review. Finality protection applies regardless of whether the underlying event predated the cut-off. A register correction alone cannot reopen a judgment or settlement.

Remaining issue and review finding. The correction may reveal an arguable independent ground, but the register is not itself a court or appeal mechanism. Safeguard checked: the bill preserves ordinary independent review grounds rather than immunising every judgment from challenge. No universal rule about fraud, extension of appeal time or reopening is asserted.

Source anchors: Hilaire v Chastanet [2023] UKPC 22; Interpretation Act, section 27.

H23. An unlitigated rule missing from the inventory

Hypothetical facts. In a post-cut-off civil claim, a party identifies a pre-cut-off English rule absent from the research inventory and proposed register. No reported Saint Lucian case has applied it. After contested legal argument, the court must decide whether it was actually received before the cut-off.

Current framework and uncertainty. Legal reception and the existence of a reported decision are distinct. A previously untested rule may or may not have been legally applicable, depending on the former reception tests. Prior absence from litigation proves neither applicability nor non-applicability; the former reception tests and version must be established.

Proposed application — COB sections 6(2), 7, 23(5) and 25(3). In COB, section 6(2) makes prior litigation, registration and official identification irrelevant as conditions of continuity. Section 7 permits later legal ascertainment. Sections 23(5) and 25(3) prevent the incomplete register eliminating a claim or defence.

Treatment and people affected. Retain legally applicable law without conditioning continuity on prior discovery. A claimant or defendant keeps a legally available right despite research omission; the opposing party still bears potential uncertainty and may contest reception.

Evidence and transition. The source provision or rule, its operative date, former reception route, adaptations, express local exceptions and any binding authority. Post-cut-off identification is permissible; a post-cut-off foreign development cannot be relabelled as an older unknown rule to avoid section 8.

Remaining issue and review finding. Preserving unknown law prevents accidental deletion but does not make that law easier to find. The inventory remains incomplete. Design correction recorded: continuity does not depend on litigation, registration or official identification; the register supplies evidence, not legal activation. The hypothesised source is not treated as applicable until the legal tests are satisfied.

Source anchors: Civil Code, Articles 916A–917A; Hilaire v Chastanet [2023] UKPC 22.

H24. An erroneous register entry and business reliance

Hypothetical facts. A business relies on a register entry asserting that a particular English statute applies and spends money adapting its standard contracts. A later challenge shows that the provision was outside the reception route or conflicted with an express local enactment.

Current framework and uncertainty. Current reception is determined by law, not a future proposed register. The supposed statute may be out of scope, uncommenced, in conflict or only partly relevant. The legal reception question and any separate claim arising from inaccurate public information are distinct.

Proposed application — COB sections 6(3), 7, 22(3), 24 and 25. In COB, sections 6(3), 7, 22(3), 24 and 25 prevent the entry creating force. A correction requires reasons and visible history; the court applies legal sources.

Treatment and people affected. Reform information governance; retain courts as decision-makers on legal applicability. The entry cannot impose an inapplicable rule on counterparties. The relying business may nevertheless have incurred wasted expenditure.

Evidence and transition. Entry and version history, actual source text, statutory conflict or scope analysis, correction reasons, reliance and expenditure records. Assume the error and reliance occur after the cut-off. No new reception occurs merely because an administrator publishes an entry.

Remaining issue and review finding. The bill creates neither automatic compensation nor a blanket immunity. Negligent publication and legitimate-reliance arguments remain for applicable law. Safeguard checked: correction requires visible history and reasons; entry status remains non-conclusive. No public-authority liability or successful compensation claim is predicted.

Source anchors: Civil Code, Articles 916A–917A; Hilaire v Chastanet [2023] UKPC 22.

H25. A later English judgment explaining earlier common law

Hypothetical facts. After the cut-off, an English appellate judgment says an older common-law rule always had a meaning different from that assumed by one litigant. The litigant relies on it in an unresolved Saint Lucian case; the opponent argues that it changes the law and conflicts with binding local authority.

Current framework and uncertainty. The relationship among evolving English law, received law and domestic precedent requires attention to the jurisdiction and question decided. Later judgments may claim to state what the law always was. Distinguishing explanation from doctrinal change can be contested even when the foreign court describes its decision as declaratory.

Proposed application — COB sections 7(3), 11, 12 and 19. In COB, sections 7(3), 11 and 12 distinguish historical ascertainment from domestic development. A later judgment is not conclusive merely because English; a Saint Lucian appellate judgment retains its own authority under 12(5). Section 19 protects finality.

Treatment and people affected. Clarify and reform the source of authority while preserving lawful domestic judicial development. Both sides can use comparative reasoning. Neither acquires an automatic right to displace binding domestic authority or reopen a final judgment.

Evidence and transition. The English judgment, earlier sources, the precise disputed proposition, binding domestic decisions and the case chronology. The judgment is post-cut-off; it may assist historical ascertainment or domestic development, but those functions must be distinguished.

Remaining issue and review finding. Reason-giving exposes the choice; it cannot eliminate the difficulty of common-law decisions affecting earlier events. Safeguard checked: section 12(4) requires identification of historical ascertainment or domestic development; section 12(5) protects domestic appellate authority. A decision in a Saint Lucian appeal is not merely foreign because the appellate court sits abroad.

Source anchors: Civil Code, Articles 916A–917A; Hilaire v Chastanet [2023] UKPC 22.

H26. An express choice of English governing law

Hypothetical facts. After the cut-off, a Saint Lucian importer and an overseas supplier expressly choose English law for an international supply contract. Assume the choice is valid under applicable private international law. England later changes a relevant rule, and the parties dispute its effect.

Current framework and uncertainty. Rules of private international law determine validity and scope of a choice, subject to mandatory rules. Article 1132A's English-law phrase is an applicable-law provision, not the same mechanism as 917A reception. A valid choice does not decide the chosen law's temporal reach, the clause's scope or mandatory local protections.

Proposed application — COB section 15; CPRA sections 2(1) and 4. In COB, section 15 leaves that choice-of-law function intact. The contract module applies to contracts governed by Saint Lucian law; it does not automatically replace the English law selected for an international contract.

Treatment and people affected. Retain and clarify the difference between private choice of applicable law and domestic reception. Commercial parties retain lawful choice; a party cannot use it automatically to evade non-displaceable local protections.

Evidence and transition. Choice clause, contract and amendment dates, international connections, relevant foreign law and mandatory local rules. The agreement is new, but timing alone does not make CPRA the governing substantive law. The model does not freeze validly chosen English foreign law.

Remaining issue and review finding. Proof of foreign law and the validity and limits of choice require the applicable conflict-of-laws framework, which this package does not codify. Safeguard checked: COB section 15 prevents the domestic cut-off being mistaken for a compulsory freeze of all chosen foreign law. The assumption of a valid choice is explicit; no universal power to contract out of Saint Lucian law is claimed.

Source anchors: Civil Code, Articles 916A–917A; Civil Code, impossibility and frustration.

H27. Overlapping trust and contract duties

Hypothetical facts. An investment manager holds assets as trustee and separately promises contractual administration services. After the cut-off, alleged mismanagement is pleaded both as breach of trust and breach of contract; an English trust-law development is invoked.

Current framework and uncertainty. Article 916A is a separate reception route. Whether a duty is a trust duty, contractual duty or both depends on substantive law and facts, not a pleading label. Whether the duties arise independently, overlap or conflict depends on the instruments, property arrangements and substantive law.

Proposed application — COB sections 4, 5(4), 8, 10 and 14; CPRA sections 2, 4 and 32 where the contract module applies. In COB, section 5(4) preserves the independent trust route; specified contractual reception is capped under sections 4 and 8. Sections 10 and 14 preserve local statutory constraints.

Treatment and people affected. Retain a deliberately incomplete reception boundary while reforming specified contract routes. Beneficiaries and contracting parties keep applicable protections, but source complexity can persist within one transaction.

Evidence and transition. Trust instrument, service contract, ownership and control records, relevant duties, conduct and the exact English proposition asserted. Assume the service contract is new. The specified contract route is capped; independent Article 916A reception is neither ended nor enlarged.

Remaining issue and review finding. A trust-reception audit is necessary if a later project seeks a wider cut-off. Pleading labels cannot determine the source route. Safeguard checked: section 5(4) states the boundary expressly rather than claiming to end every English-law connection. The example does not establish that the particular later English trust rule applies or that dual pleading permits double compensation.

Source anchors: Civil Code, Articles 916A–917A; Civil Code, proof and Article 1137.

H28. Set-off against an insolvent estate

Hypothetical facts. A company owes a supplier EC$40,000; the supplier separately owes the company EC$25,000. Insolvency proceedings begin. The supplier invokes a contractual set-off term and Article 1127A, while the office-holder contests timing, mutuality and prejudice to other creditors.

Current framework and uncertainty. Article 1127A adds an English connector to local set-off articles. Independently, the enacted Insolvency Act 17/2024 has express priority in section 4; collective remedies and stays need their own analysis. Available contractual or received set-off does not itself satisfy the distinct insolvency conditions.

Proposed application — COB sections 5(3), 10 and Schedule 1 item 5; CPRA sections 4, 14(5), 17(5) and 24(6). In COB, Schedule 1 item 5 caps the connector while sections 5(3) and 10 preserve special legislation. The module's sections 4, 14(5), 17(5) and 24(6) prevent individual contractual remedies being treated as freedom to ignore collective creditor rules.

Treatment and people affected. Retain special insolvency control and applicable set-off; reform the separate reception connector. The supplier seeks to reduce exposure; improper priority can shift loss to other creditors. The package does not decide that distribution in the supplier's favour.

Evidence and transition. Both debts, parties and capacities, transaction dates, contractual terms, insolvency filing and orders, mutuality and any statutory exclusions. The source cap applies after cut-off. The Insolvency Act's independent commencement and application rules still determine its operation.

Remaining issue and review finding. The mutuality, preference, stay and statutory set-off analysis must be completed for the particular proceeding. Safeguard checked: individual withholding, termination and restitution provisions expressly preserve collective insolvency rules. EC$15,000 is the arithmetic difference, not a declared net legal entitlement.

Source anchors: Civil Code, set-off and Article 1127A; Insolvency Act 17/2024; Insolvency commencement order, SI 145/2025.

H29. Disputed capacity and an unfair agreement

Hypothetical facts. An adult signs an instalment agreement requiring EC$20,000 for equipment offered at an EC$5,000 cash price. A relative produces a purported protective court order and disputes the adult's capacity. The supplier demands performance; the adult also challenges the terms as unfair.

Current framework and uncertainty. Code 918–922 governs capacity and consent; 920(2) separately refers to English law for identified situations. Invalidity, protective provisions and unfair terms require separate analysis. Unfairness alone does not establish incapacity, and diagnosis alone does not settle every contractual issue.

Proposed application — CPRA sections 2(2), 2(4), 3–4, 19 and 37; COB sections 13–14 and Schedule 1 items 2–3. The module does not make the bargain valid. Existing capacity and consent rules, with the controlled 920(2) source, determine enforceability before performance remedies are considered.

Treatment and people affected. Retain / clarify. Preserves legal protection without treating protected persons as universally incapable.

Evidence and transition. The court order and its scope, legally relevant capacity and consent evidence, the cash and credit terms, financing period, supplier disclosures and applicable statutory protections. Default timing assumption does not override the express validity qualification.

Remaining issue and review finding. Modernising the terminology and substantive capacity model requires separate equality work. Capacity, defective consent and lesion are distinct. Replacing the source connectors does not complete an equality reform or cure inadequate substantive protection. 2 and 4 expressly preserve validity; the companion Act captures 920(2). No individual capacity judgment is made.

Source anchors: Civil Code: Section i the requisites for the validity of contracts; Civil Code: Section ii causes of nullity in contracts.

H30. The register loses staff and misses deadlines

Hypothetical facts. After the cut-off, budget cuts leave the register without its assigned researcher. An annual programme is late, source entries are stale and a correction request remains unanswered. A litigant argues that the relevant retained rule has therefore expired or that English updating has resumed.

Current framework and uncertainty. Current law does not make the proposed office responsible for this register; ordinary public-law, budgeting and reporting arrangements govern existing institutions. The available public-law remedy for missed duties and the resources necessary to perform them require separate examination.

Proposed application — COB sections 6(2), 21, 23(5), 24, 26(4), 29(3) and 31(6). In COB, sections 6(2), 23(5), 26(4) and 31(6) prevent administrative failure erasing law or reopening foreign automaticity. Sections 21, 24, 26 and 31 impose identifiable duties; section 29(3) respects appropriations.

Treatment and people affected. Reform administrative responsibility while keeping legal continuity independent of delivery failures. Private rights survive the failure, but people needing affordable legal information still bear the costs of a poorly maintained service.

Evidence and transition. Published duties and deadlines, staffing and budget records, correction submissions, missed reports and actual source gaps. Administrative failure after cut-off neither expires retained law nor restores automatic foreign updating.

Remaining issue and review finding. The bill provides no guaranteed appropriation, measured staffing estimate or evidence that reporting will compel delivery. Safeguards checked: legal continuity is separated from publication compliance; review-report deadlines and reviewer disclosures were clarified. A legal duty and a review mechanism are not proof of effective implementation or improved access to justice.

Source anchors: Civil Code, Articles 916A–917A; Canada, Statutory Instruments Act: incorporation and accessibility comparator.

Part III. Documented revisions and unresolved choices

What changed during the study

These entries combine the two drafting strands' recorded corrections. Each fix was checked against the operative text used for this evaluation. The entries describe documented changes; they are not a complete version-control history or a claim that every safeguard originated in a failed test. A safeguard noted under a scenario is not counted again as a separate defect. The shared Code-priority correction appears once under C01, and the Spiricor correction appears once under C10.

C01. Other-enactment priority could defeat the module's express Code substitutions.

Instrument and correction. CPRA: 4(1) and 4(2) preserve constitutional supremacy and special law while making ordinary priority expressly subject to Schedule 1 substitutions.

Review origin. Reception drafter and lead review.

C02. Retained law was used too broadly for a companion definition limited to received law.

Instrument and correction. CPRA: 3 now defines applicable domestic law to include the Code, other enactments and preserved received law; cross-references use that broader term.

Review origin. Reception drafter and lead review.

C03. A pending-proceedings saving could be mistaken for continuation of the old automatic English update feed.

Instrument and correction. CPRA: 39(5) expressly remains subject to the companion Act's transition and savings.

Review origin. Reception drafter and lead review.

C04. Personal-services restriction initially focused too narrowly on employment, intimate services and continuing confidence.

Instrument and correction. CPRA: 19(4) now includes individual personal skill and judgment, addressing a one-off creative commission.

Review origin. Lead review of H12.

C05. General agreed-payment enforcement could obscure preserved article 1008 limits on delay in paying money.

Instrument and correction. CPRA: Section 30(8) expressly preserves section 31, Article 1008 and applicable credit and interest controls.

Review origin. H09 module stress evaluation.

C06. Cure could delay urgent safety work or proceedings needed to preserve a claim.

Instrument and correction. CPRA: 15(6) expressly preserves 20(2), interim protection and time-preserving proceedings.

Review origin. Lead review challenge and module review.

C07. General Crown application could be misread as authorising prohibited performance or execution orders.

Instrument and correction. CPRA: 2(3) expressly preserves Crown Proceedings Act 16 and 20, including indirect relief restrictions.

Review origin. Statutes-status investigation.

C08. A generic statement preserving damages on termination could imply all remaining-term profits automatically follow cancellation.

Instrument and correction. CPRA: 23(5) ties recovery to responsibility, valid contractual compensation provisions and Part 5.

Review origin. 2026 Great Asia comparator and module review.

Comparative source: Great Asia Maritime v Orion Shipping [2026] UKSC 23, used to test drafting; no local judicial application is asserted.

C09. Rewriting indemnity accounting would add an unnecessary departure from article 1131.

Instrument and correction. CPRA: 35(3) and Schedule 1 preserve 1131 and coordinate it with 1132A–B without duplicate recovery.

Review origin. Module review.

C10. An assurance demand could be futile where inability to perform an essential future obligation is already objectively established.

Instrument and correction. CPRA: 17(4) now covers both clear repudiation and objectively established inability to perform when due. Excused non-performance still does not automatically generate damages.

Review origin. Reported-case Spiricor comparison.

C11. Replacement of article 1065 could omit its default prerequisite for an agreed secondary payment.

Instrument and correction. CPRA: 30(1) expressly requires default under 13 before enforcement.

Review origin. Independent statutes-status audit.

C12. Section 24 heading said breach although Part 4 may permit termination when damages are excused.

Instrument and correction. CPRA: Heading and 24(1) now apply to Part 4 termination whether or not damages are recoverable; frustration remains separately governed.

Review origin. Independent statutes-status audit.

C13. Section 28(4) did not specify which party had been allocated the relevant risk.

Instrument and correction. CPRA: 28(4) now identifies a risk allocated to the claimant; the annotation identifies the causal-contribution formulation as a substantive choice.

Review origin. Independent statutes-status audit.

R01. Undefined working days

Instrument and correction. COB: Section 24 used twenty and sixty working days without defining the term. Section 4 now excludes Saturdays, Sundays and Saint Lucian public holidays. This is a small but real deadline ambiguity, especially for a correction submitted before a holiday period.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

R02. Historical law outside the generally operative stock

Instrument and correction. COB: The first version defined received law by general applicability immediately before the cut-off. A repealed provision could nevertheless govern an older transaction through an existing saving. Sections 16(1)–(3) pointed toward preserving that effect, but section 20's anti-revival wording could invite an unnecessary argument that the older rule had disappeared.

New section 16(5) expressly preserves historically saved application even where the rule was no longer generally operative at the cut-off. Section 20(4) is subject to that provision. This does not revive every repealed rule or import later foreign amendments. The person relying on the historical rule still needs to establish the original saving and its reach.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

R03. Monetary formulas could mask delegated foreign lawmaking

Instrument and correction. COB: Section 9(5) originally allowed existing formulas to operate on changing data. A litigant might characterise a later UK ministerial increase in a statutory award as merely another number entering a formula. New section 9(6) excludes foreign prescription of legal limits, awards, penalties or eligibility classes, distinguishes market rates and statistics, and denies administrators a power to choose a substitute input.

Residual issue: an index may be rebased, discontinued or methodologically changed. The bill sends that issue to the existing formula and applicable domestic law. A specific domestic amendment may be needed. It does not promise every external numerical dependency will remain operational indefinitely.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

R04. Appeal review and fresh retrial were insufficiently distinguished

Instrument and correction. COB: The first section 17(4) said a later hearing did not select a later source merely because the hearing was later. Read beside the cut-off ceiling and original-judgment rule, that could leave uncertainty about whether a remitted fresh trial used the original-trial version or the pre-cut-off baseline.

Revised section 17(4) expressly applies sections 7 and 16 on a fresh determination, subject to binding appellate decisions or directions. Section 17(5) supplies the universal post-cut-off ceiling. Section 17(3) separately governs review of an earlier judgment's correctness. **This is a chosen transition architecture, not a verified existing appellate rule.** It should be put to appellate practitioners before introduction.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

R05. Review-report laying deadline lacked an explicit start

Instrument and correction. COB: Section 31 originally required a response within ninety days and laying within twenty sitting days without specifying whether the sitting-day clock ran from the review or the response. Section 31(5) now anchors the latter to publication of the response. Section 31(4) additionally requires reviewer experience, method and material interests to be disclosed.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

R06. General no-regulatory-power language was overbroad

Instrument and correction. COB: An early section 5(5) said the Act created no public regulatory power, which could be read against the administrative regulation power in section 30. It now specifies that *continuation of received law* does not itself create an offence, public power or tax right which did not previously exist. Section 30 retains its finite administrative role and bans substantive activation.

Review origin. Reception model adversarial review; final provisions checked during synthesis.

What the tests establish—and what they leave open

Continuity must preserve exclusions and adaptations. Hilaire and Mathurin show why copying an English statute into a schedule is insufficient. The relevant retained law may be a local combination of received provisions, express Code rules and judicially required adaptations. An omitted or incorrect register entry cannot decide rights. That avoids accidental deletion but preserves a research burden: unknown law does not become accessible merely because legislation protects it.

A clearer statutory formulation can change the balance between people. Nelson exposes the new default machinery. Lisa Andrew and H10 expose the significance of available resources in mitigation. Those are subjects for explicit consultation with lenders, borrowers, households, small businesses and practitioners. The study does not assume that every clarification produces a different award; it identifies where a new statutory instruction can change the legal inquiry.

Pending matters require a defended policy choice. Capping future English source selection for earlier transactions and pending litigation needs constitutional and appellate review. The distinction between reviewing an original judgment and conducting a fresh trial is intentionally drawn in COB section 17; it is not presented as a holding already established by Hilaire. Accrued-rights protection and the source ceiling do different work. Neither can be omitted from the explanation to Parliament.

Special regimes remain part of the answer. Condominium governance, sale and registration, statutory consumer rights, insolvency priorities, Crown remedies, interest and prescription cannot be settled solely by the general contract chapter. Several tests depend on those boundaries. Before introduction, the exact amendment text and cross-references should be compared with authoritative editions, supplements and subsequent instruments. Publication of an Act, commencement of a particular section and application to a transaction remain separate questions. The electronic-transactions scenario preserves an identified commencement uncertainty rather than assuming a dormant provision applies.

The substantive project remains incomplete. COB controls five specified source connectors. Independent trust and proof reception routes remain; a mixed trust-and-contract dispute may therefore involve different source rules. The new substantive module does not settle general mistaken-payment restitution, all tort remedies, capacity reform, every unfair bargain, family land or succession. A later restitution module and a later tort module should repeat this method, with their own complete interfaces and transition rules. Modernising capacity terminology and substantive protection requires its own equality analysis.

Delivery is an unresolved policy problem. A proposed 180-day preparation interval is not a measured estimate of staffing readiness. The legislation does not appropriate funds, guarantee that the register will be maintained, or make a report enforce itself. H30 shows the distinction: legal continuity survives administrative failure while affordable public access may deteriorate. Before passage, the responsible institution should specify the minimum publication service, staff, budget, correction process and priorities for unresolved sources.

A practical next review

The next step is a structured clause review using the same identifiers, not a general endorsement request. Reviewers should record the legal proposition challenged, its primary source and pinpoint, the disputed model clause, the affected party, a proposed textual correction and any changed transition consequence. Priority should go to pending claims and retrials; substantive default and mitigation choices; agreed-payment and interest interaction; the preserved specific-contract and insolvency rules; and the retained-law baseline’s unknown sources.

The public-facing explanation should be tested separately for comprehension with ordinary readers. A person should be able to determine whether an agreement is old or new, whether a specific statute controls, what notice is required, what evidence to preserve and where an unresolved source question remains. Such consultation would generate evidence the present document does not claim to possess.

The contribution of this evaluation is concrete but bounded: it makes the first model package inspectable, records changes prompted by difficult cases, and gives later reviewers a reproducible set of questions. It is a starting point for scrutiny, not a declaration that the legislation is ready to enact.