

Replacing Article 917A

What Saint Lucia Should Keep, Change and Write for Itself

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A current-law audit, reform blueprint and first model legislative package

Series: Saint Lucia Is Independent. So Why Can British Laws Still Become Saint Lucian Law?

Research model for public and specialist review. The proposed bills are not enacted law. Source review closes on 5 September 2026.

Abstract

How much new law must Saint Lucia write to replace the reception mechanism in Article 917A of its Civil Code? This study approaches the question through an article-level inventory, a primary-source case audit, a review of legislative commencement and two coordinated model bills. Its central finding is structural. Ending automatic English updating and rewriting substantive private law are different operations. A continuity statute can change the authority for future development while preserving applicable rules, including rules not yet identified in a reported local case. Substantive modernization can then proceed through tested modules.

The core Code audit covers all 216 base-number articles from 917 to 1132 and 25 lettered insertions: 241 identifiers. That is a reproducible count of the audited text, not a count of legal rules or a measure of the entire body of received English law. Several independent references to England extend the drafting problem beyond 917A. At the same time, the Code already provides important remedies, controls on excessive stipulated damages and a framework for frustrated contracts. Later consumer legislation adds protections which a general contract module must respect. Legislative commencement, source versions and special regimes therefore matter as much as article numbering.

The study proposes a Civil Obligations (Continuity and Domestic Development) Bill and a Contract Performance and Remedies Bill. The first preserves legally operative received law without making inclusion in a register a condition of survival. The second supplies a coherent initial module while retaining formation, proof, prescription and special statutory protections unless precisely displaced. An accompanying evaluation compares reported decisions and hypothetical disputes with the proposed text. It records policy changes, distributional effects, unresolved questions and drafting revisions; it does not claim empirical proof of reduced costs or improved court outcomes.

The paper revises the earlier series' preference for a tiered activation system. The first model uses a simpler parliamentary route for substantive updates, with research and publication duties separated from lawmaking. It also rejects preservation limited to rules already accepted in local cases. The contribution is a practical account of selective legal authorship: preserve what remains useful, identify every deliberate change, govern the interfaces and build the capacity to maintain the result.

Keywords: Saint Lucia; Article 917A; Civil Code; reception; contracts; quasi-contracts; torts; legislative drafting; legal transition; mixed legal systems; small states; sovereignty.

The answer in brief

Saint Lucia does not need to invent its private law again. It needs to decide which existing rules should continue, make deliberate changes where justified, and establish how future changes acquire domestic authority.

This study delivers four linked research products: this paper; a source inventory; two annotated model bills; and a case-based evaluation. Each serves a different purpose. The paper explains the choices. The inventory makes the evidence inspectable. The bills turn recommendations into operative language. The evaluation tests whether that language behaves as intended.

The work supports a bounded answer to the page-count question. We can count the printed articles audited and the proposed clauses drafted. We cannot responsibly convert those counts into a percentage of all English-derived law that has been replaced. An article can contain several rules; a rule can depend on many cases; and a short statutory cross-reference can incorporate a much larger legal context.

The first legislative package is therefore deliberately asymmetric. It addresses the reception mechanism across its specified fields, but modernizes only a first substantive module: contract performance and remedies. Other contract questions, quasi-contract and tort remain under retained law and applicable domestic enactments while later modules are prepared. That continuity is a policy choice, not an assertion that every inherited rule is satisfactory.

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1. The next task is to make choices visible

A homeowner pays a builder. Work begins. Then the builder leaves, defects remain and another contractor wants money before taking over. The homeowner needs to know what can be recovered, whether the first builder must be allowed back and whether waiting to find replacement funds will count against the claim.

The national origin of the relevant rule matters. So does its practical answer.

This is where the research series now turns. The first paper distinguished the legal validity of Article 917A from the quality of its institutional design. The second examined its operation and proposed a system of controlled updating. The third recovered records of the Canadian-supported Civil Code project and asked what completion requires. This fourth paper puts those ideas under a more demanding test: can they be expressed in coherent legislation, and what would that legislation do in an actual dispute?

The question is not whether a long document can be generated. Length is an easy target. The difficult work lies in identifying what the document changes, what it preserves, what other law it touches and how people cross from one regime to the next.

Kenny D. Anthony's sovereignty argument supplies part of the motivation. As interpreted in the earlier papers, it asks Saint Lucia to exercise authorship over its legal future while remaining open to comparative learning. This study develops its own proposal. The bills should not be attributed to Anthony, the historical Canadian project or any public institution. No recovered document establishes that those actors approved this design.

The national value of the undertaking also extends beyond the reception controversy. A business wants obligations it can price and understand. A person claiming compensation wants a route which does not erase the practical effect of a right. Parliament needs to know which policy questions it is being asked to settle. Courts need a coherent relationship between the new text and surviving law. An inventory and a draft can serve all four, provided their authority and limits remain clear.

The building example is not merely an invented illustration. *Lisa Andrew v Matthew Nelson* supplies a Saint Lucian judgment about defective and unfinished construction, damages and mitigation. Its interaction with both general obligations and specific construction provisions becomes an important test later in this study. We do not assume that a new chapter would reverse the result. We ask exactly where it would preserve, clarify or change the analysis. [1]

2. Method: four products, four different claims

2.1 A drafting study rather than a certification of all law

The research uses publicly accessible legislation and judgments, the earlier series' source trail, selected comparative instruments and documentary records of the previous reform programme. The published inventory records individual sources rather than treating a bibliography as proof of every proposition.

The work is a systematic study within declared boundaries. Its Code coverage can be checked against a finite range. The case and statutory searches are bounded inventories; they are not an exhaustive census of every unreported decision, every possible received proposition or every unpublished reform initiative. A missing judgment cannot be treated as proof that a legal question has never arisen.

This version has not been reviewed by a commissioned Saint Lucian practitioner panel, subjected to a public consultation or adopted by government. Separate internal source and drafting reviews, together with machine-assisted consistency checks do not substitute for those activities. The package is complete as a first research model, with a stated field and a written transition design. It is not certified as ready for introduction without further legal and institutional review.

2.2 Separate the kinds of evidence

The inventory separates five things that are easy to collapse: the existence of statutory text; the legal effect of that text at a particular time; what a court decided; what the present author infers; and what the present author recommends.

A provision may appear in a published Act without having commenced. An English statute may be relevant to a subject without having been received in Saint Lucia. A judgment may cite a foreign source to reject it. A recommended clarification may still alter the practical distribution of uncertainty. Each distinction changes what the research can honestly claim.

The evidence labels are therefore functional. Text verification identifies a source and version. Judicial establishment identifies the court, issue and holding. Reasoned interpretation remains an interpretation. An unresolved question stays unresolved. Proposed law is always labelled as a proposal.

The Code itself is analysed article by article. The case inventory treats a decision as an event, not a webpage, and identifies the jurisdiction. Statutory records distinguish enactment, amendment, commencement, consolidation and authentication. The evaluation separates reported decisions from hypothetical facts. None of these units is interchangeable with a legal rule.

2.3 Search strategy and reproducibility

The starting points were the Code's numbered provisions, the source lists in Papers 1 to 3 and the reported-case paths identified in Paper 2. Searches followed provision numbers and issue terms: performance, default, damages, specific performance, mitigation, frustration, restitution, quasi-contract, negligence, defamation and the connected statutory regimes. Candidate results were checked against primary material where accessible. Duplicate publication, unrelated jurisdictions and sources which could not support a precise proposition were distinguished from verified cases.

The core article range is 917 to 1132, with lettered insertions. Adjacent provisions are included when they supply an independent reception route, an interpretive rule, a special regime or a transition dependency. This is why the inventory extends to provisions concerning trusts, proof, construction, prescription and the 1956 savings rule without claiming that the proposed contract module replaces all those subjects.

The accompanying data package preserves source URLs, short rule descriptions, treatment recommendations, limitations and a coverage manifest. Where the research retrieves an official document through a long download address, the title, instrument number and date remain the stable identifiers. Search and extraction scripts are included for reproduction. Their output still requires legal interpretation.

2.4 Retain, clarify and reform

Retain means preserve the substance for this package, subject to the Constitution and other applicable law. It can reflect a positive assessment of a rule, the need to preserve continuity or a decision that the matter belongs in a later module. Those reasons should not be confused. A continuity recommendation is not an equality clearance or an endorsement of every historical assumption.

Clarify means improve expression, source identification or the relationship between rules while aiming to preserve the substantive position. That intention does not prove neutrality. Moving a disputed rule into explicit text may change bargaining power and reduce judicial discretion. The notes must identify this possibility.

Reform means deliberately change a right, duty, remedy, burden, timing rule or source of legal authority. The draft should expose that decision, state its justification and identify alternatives. A short new clause may have a larger distributive effect than pages of retained text.

These categories describe recommendations. They do not determine current law. They also do not supply a mechanical score in which retaining the most articles is necessarily best.

3. What can be counted, and what cannot

3.1 The finite Code block

The audit identifies 216 base-number articles from 917 through 1132 inclusive, together with 25 lettered insertions. The total is 241 distinct article identifiers. The interpretive range expressly named in Article 917A is smaller: 918 to 989 and 991 to 1132, amounting to 214 base-number articles. These are related but different denominators. [2; 3]

This matters because a sentence such as ‘we reviewed 241 provisions’ can quietly become a much stronger claim: ‘we found all the law that needs replacement.’ The second statement does not follow. The first reception limb reaches subject matter; the second names an interpretive range. Lettered insertions and external law complicate a page-based account further.

An article count measures the architecture of a text. It does not measure the volume of disputes, economic importance, drafting difficulty or amount of judicial doctrine. Nor can a comparison between old article numbers and new section numbers show what percentage of the law has changed.

3.2 The work which sits outside the page count

Received law can include statutory provisions, common-law propositions, adaptations and relationships with local enactments. An English source can also contain definitions and references to other legislation. Identifying the Act’s title is only the start of the task. The version, commencement and relevant connected provisions may determine the result.

The inventory therefore records legal dependencies at the level supported by the evidence. It does not assume that every instrument under a received Act enters Saint Lucia. It does not assume that a foreign institutional power becomes locally exercisable. Those are legal questions, not data-import settings.

The model continuity bill responds to this unavoidable incompleteness. Law survives because it was legally operative, not because researchers found it in time to put it in a spreadsheet. A subsequently discovered source must still pass the reception tests; discovery neither creates nor invalidates it.

This is a substantive revision of a narrower suggestion in Paper 2, which contemplated preserving English common-law propositions already accepted in Saint Lucian authority. That formulation would leave an avoidable question about valid but unlitigated rules. The present draft expressly protects continuity without requiring prior pleading, judicial use or official identification.

3.3 How much new law is necessary?

There are three different quantities. The first is the legal text needed to change the update mechanism. The second is the substantive text needed for a chosen modernization module. The third is the total legal knowledge needed to interpret and apply the resulting system.

The first can be relatively compact. The second grows with the policy choices made. The third will remain larger than any code book.

That is not a defect peculiar to Saint Lucia. General rules need application to facts, and judicial interpretation cannot be abolished by adding more statutory words. The sensible goal is to make authority, primary obligations, major exceptions and routes of change intelligible, while preserving a lawful process for resolving cases the drafter did not foresee.

The first package answers the practical question without claiming an impossible total. It changes the source-control mechanism, preserves the operative baseline and writes one coherent substantive module. The remaining fields retain a legal foundation while their reform is investigated. The inventory supplies measurable evidence about the text examined, and an explicit list of what remains uncertain.

4. The domestic law already available

4.1 Remedies are not starting from zero

The Code already contains a meaningful remedial structure. Article 997 addresses performance, performance at the debtor's expense and setting aside in the appropriate circumstances. Article 1007 deals with stipulated damages and permits reduction in specified situations. Articles 1132A and 1132B provide a framework for adjusting the consequences of frustration. The exact operation of each rule depends on its language, context and applicable authority. [4; 5; 6]

This finding changes the drafting brief. A proposed chapter should not present every familiar remedy as a new gift from reform. It should identify the domestic protection, understand how courts have used it and state precisely what the new wording does.

The same point applies to prevention. The Code's treatment of conditions already addresses a party who prevents fulfilment. A broader cooperation rule may be worth proposing, but it should be analysed against that existing foothold. Otherwise the research exaggerates the gap and understates Saint Lucia's own legal resources. [7]

4.2 A building contract has more than one legal layer

Construction exposes the danger of drafting only general remedies. Articles 1583 to 1597 contain specific rules about work by estimate and contract. Questions include loss before delivery, who supplies materials, defects, price changes, cancellation and the position of workers. Prescription adds another layer. [8]

A hurricane example therefore cannot be decided merely by asking whether a general excuse for non-performance applies. The analysis must identify the contract, the risk it allocates, the relevant special provisions, the state of performance and the claimed remedy. A rule protecting a contractor against damages for unavoidable delay does not necessarily entitle the contractor to keep every advance.

The proposed module preserves special regimes and supplies general rules only within the space they leave. That choice makes the first reform manageable. It also creates a duty to explain the interface. A reader should not be invited to believe that a general chapter is a complete construction-law handbook.

4.3 Consumer law is part of the baseline

Later consumer legislation also belongs in the audit. Its rules concerning goods, services, warranties, contractual terms and remedies can qualify the general framework. The contract module must not allow a broad freedom-of-contract clause, a cure mechanism or a termination threshold to reduce a mandatory consumer entitlement. [9]

This is a practical test of local authorship. Saint Lucia can undermine its own recent policy choices by transplanting a polished general model without checking existing statutes. The appropriate order is to establish what the local regime already protects, then decide whether a proposed general rule adds value in the remaining cases.

4.4 A source's date is a legal variable

The study also treats commencement as a substantive research question. The existence of an electronic-transactions provision in an Act does not by itself establish that it has commenced. Equally, an old website notice cannot establish that a revised edition remains unauthenticated after a later Gazette order. [10; 11]

The source inventory records these distinctions rather than resolving them through the appearance of a webpage. Its date fields are part of the legal analysis. They help answer which rule was available at the relevant time, not merely when a researcher downloaded a file.

4.5 Several English references require coordinated treatment

The draft identifies five specified reception provisions or references: Article 917A, the English-law reference in Article 920(2), the exception in Article 944, Article 974A and Article 1127A. These concern different functions and cannot be handled through a single unexplained deletion. [12; 13; 14; 15]

Other pathways remain outside this first mechanism change. Article 916A concerns trusts and Article 1137 concerns proof. They are mapped as interfaces and preserved within their own scope. The model does not claim that all foreign legal influence ends on its commencement date. [16; 17]

There is a further boundary: a court may apply English law because the applicable private-international-law rules select it for an international transaction. That is different from receiving English law into Saint Lucia's general domestic law. The proposed freeze is directed at the specified reception routes, not at every valid selection of a foreign governing law.

This distinction protects both sovereignty and commercial clarity. Choosing to allow a transaction to be governed by foreign law under domestic conflict rules is itself a domestic legal policy. It should not be silently reversed by legislation addressing a different mechanism.

5. Findings which change the replacement strategy

5.1 Preserve law by legal status, not by discovery

A central design problem is now visible. The country needs an inventory to understand its law. Yet its law must not disappear because the inventory is incomplete.

Imagine a valid received rule which has never been mentioned in a published Saint Lucian judgment. A small business relies on it. Researchers fail to list it before the replacement statute commences. A closed preservation list could turn that research omission into a change in the business's rights. Preservation restricted to reported local precedent could produce a similar result.

The model rejects both outcomes. Section 6 of the continuity bill preserves law which actually operated through the specified reception routes immediately before the cut-off, whether or not anyone had identified it. Section 7 leaves its legal status open to determination by a competent court. Section 25 makes the register informational. An entry cannot manufacture a rule; an omission cannot extinguish one.

This creates an apparent tension: how can Parliament deliberately retain law which nobody has fully catalogued? The answer distinguishes choosing a preservation principle from endorsing each preserved proposition. Parliament can deliberately prevent accidental legal gaps while acknowledging that

particular rules still require review. It should say so openly. Continuity is a reason for temporary retention, not a certificate of substantive merit.

The approach also preserves a difficult truth. Discovery costs do not vanish on the cut-off date. A lawyer may still need historical English sources to establish the retained baseline. The initial reform ends automatic movement through the specified routes. Later consolidation and publication reduce the continuing cost of understanding what was preserved.

5.2 Separate authority, substantive rules and access

The project has three distinct jobs. It changes who supplies future law; decides which substantive rules people should live under; and improves people's ability to find those rules. Each can advance at a different speed.

A country could freeze reception while leaving the baseline obscure. It could publish an excellent database while leaving automatic updating untouched. It could enact a modern contract chapter while allowing other reception connectors to continue operating. These are different results. Calling each 'sovereignty' without specifying the function makes success difficult to assess.

The proposed package addresses all three, but does not pretend to finish them simultaneously. The continuity bill changes specified sources of future authority. The contract bill writes a first substantive module. The inventory and publication duties improve access. A later consolidation programme remains necessary.

This is the study's most useful organising contribution: legal independence can be implemented as a sequence of identifiable decisions, rather than judged by how much inherited language has been erased.

5.3 Commencement research can reveal more than another theory of reception

The statutory audit recovered the original 2023 Supplement commencement order, SI 112 of 2025. It brought the Supplement into force on publication on 22 July 2025. Older website warnings about a missing authentication order cannot support a present claim that no order exists. The order authenticates the Supplement; it does not make a 2023 text a consolidation of every later enactment or guarantee the accuracy of every HTML transcription. [11]

The electronic-transactions finding runs in the other direction. SI 95 of 2020 commenced a specified set of provisions with effect from 1 June 2016. Its list omits sections 38–40 and 44–46. No later order completing commencement was located in the bounded search. The official catalogue itself has demonstrable gaps, so the finding remains 'later commencement not verified', rather than 'no later order exists'. Electronic contracts are not thereby generally invalid, and other domestic law may supply relevant consumer rights. [10]

Finally, the Insolvency Act 17 of 2024 is a major post-consolidation interface. The remaining provisions commenced on 3 November 2025 under SI 145 of 2025. Its express priority, stays, termination restrictions and set-off provisions constrain what a general remedies chapter can sensibly say. A draft based only on the 2023 Code pages could overlook a recent domestic choice with immediate consequences for creditors and debtors. [18]

These are documentary findings, not claims to have discovered secret legislation. Their original value here lies in showing how source verification changes the draft. Publication accuracy, commencement and statutory priority become operative drafting requirements.

5.4 The first package has a measurable boundary

The completed data separates 249 individual Code records, 18 selected Code interfaces, 25 decisions, 16 English-source records and 22 domestic statutory interfaces. These are different units. Some sources appear in more than one dataset because they perform different functions. The sixteen English records include candidates, rejected applications and comparative authorities; they do not establish sixteen received statutes. [3]

The article-to-draft crosswalk is more informative than an initial retain/clarify/reform tally. Five article records receive a replacement of a source reference. Twenty receive conditional substitution for matters governed by the new contract module. Fifty-nine are expressly preserved or specifically referenced as preserved. Another 163 remain unchanged for now; two are interface-only records. The 241-article core contains the five source replacements, twenty conditional substitutions, fifty-three express preservations and 163 unchanged records. [19]

These classifications record direct drafting action. They do not measure every indirect legal consequence. Freezing a source rule can affect the future development of a topic whose Code wording remains untouched. Likewise, conditionally substituting an article does not repeal its operation for every non-contractual obligation or earlier agreement.

6. A replacement mechanism which can survive an incomplete inventory

6.1 What the first bill does

The Civil Obligations (Continuity and Domestic Development) Bill contains thirty-two sections and three schedules. It establishes an administrative preparation period, a defined cut-off and a legal baseline. It amends the five specified Code connections, preserves applicable received law and prevents later English developments from entering through those connections automatically.

The baseline includes legally operative common law and statutory provisions, with their applicable adaptations and temporal limits. A foreign source's English label does not settle local effect. The bill therefore preserves the legal inquiry into scope, version, adaptation and conflict rather than declaring every candidate source received.

Later Saint Lucian legislation can change the baseline. Local courts retain their ordinary authority to interpret and develop common law within the domestic hierarchy. A statutory provision preserved from an English source remains statutory law; section 11 does not give a judge a general power to rewrite it as if it were an uncodified principle. Later foreign judgments may inform analysis without acquiring automatic domestic force.

These distinctions follow the problem identified in *Hilaire v Chastanet*. The Privy Council upheld Article 917A and treated the relevant law of England as ambulatory, including legislation, subject to the clause's limits. Parliamentary power to repeal the mechanism remained central. The new bill uses that power as a proposed legislative design; it does not reinterpret *Hilaire* as having already imposed a freeze. [20]

6.2 Four clocks, not one

Transition requires attention to at least four dates: the contract or transaction; the event affecting rights; the foreign source's commencement or change; and the proceedings or judgment. An additional cut-off date cannot simply replace them all.

Under the proposed reception bill, post-cut-off English changes cannot enter through the specified routes, including in pending proceedings. But that ceiling does not mean that the newest English rule just before the cut-off applies retrospectively to every older transaction. Earlier applicable temporal rules may select an older version. Sections 16 and 20 also protect historical rights under a provision already repealed before the cut-off, without treating that repealed provision as the general present baseline.

An appeal presents a further distinction. Reviewing whether an earlier judgment was correct is different from applying law in a fresh trial after that judgment is set aside. The revised section 17 distinguishes those tasks, preserves binding appellate directions and imposes a common ceiling against later automatic foreign updates. The choice still requires specialist constitutional and procedural review. It is an explicit proposed settlement of a difficult question, not a holding extracted from *Hilaire*.

The contract module has its own clock. Ordinarily it applies to contracts formed after its commencement. Existing agreements keep their substantive regime, subject to carefully bounded prospective adoption. A routine variation does not automatically turn a long-standing agreement into a new contract. The reception freeze can therefore govern source selection for an old agreement even while the new remedies chapter does not govern its substance.

This is less tidy than one universal commencement sentence. It is also more faithful to the different interests at stake.

6.3 Why the register must not become a second legislature

A public register can record sources, versions, adaptations, unresolved questions and relevant judgments. It can lower the repeated effort of finding the same materials. Canada supplies a useful comparative reminder that incorporation by reference and accessibility are connected institutional questions. Its Statutory Instruments Act expressly regulates accessibility in sections 18.1–18.6. The Saint Lucian model does not assume that Canada's exact enforcement consequences fit a different legal system. [21]

The model assigns the register a narrower legal role. It supplies evidence and explanation. It cannot create, repeal or conclusively declare substantive law. Correction duties and annual reporting support its quality; missed reporting does not invalidate private rights. A claimant need not depend on an administrator's successful entry to keep an otherwise valid cause of action.

That separation limits a predictable incentive problem. If a register entry itself activated a rule, a disputed research choice could shift rights before Parliament or a court examined it. An informational register can still be misleading and must be maintained, but it does not carry the same hidden lawmaking power.

6.4 Why this paper changes the earlier activation proposal

The earlier series considered controlled dynamic reception using different activation routes according to risk. Drafting revealed a prior question: who decides the risk category, and what legal effect does a classification error have? A scheme designed to reduce administrative burden can generate new disputes about delegated power, classification, commencement and legislative scrutiny.

The first model therefore takes a simpler route. Substantive updates use Acts of Parliament, subject to existing independent statutory powers which the bill does not purport to abolish. Research, consultation and publication support that process. Administrative regulations under this bill cannot change rights or activate foreign law.

The stronger alternative remains serious. A narrowly framed delegated updating mechanism could be useful for technical matters once a reliable baseline, review capacity and appropriate safeguards exist. The present study has not demonstrated those conditions across all three fields. Simplicity is selected for the first package because the research has made the cost of getting the boundaries wrong more visible.

Singapore's Application of English Law Act provides a structural comparator for continuity and deliberate statutory selection. It does not supply a ready-made list for Saint Lucia. The local mixed Code, separate reception provisions and surviving special regimes require their own settlement. [22]

7. Writing the first substantive module

7.1 What 'complete' means here

The Contract Performance and Remedies Bill contains forty sections and one schedule. It covers performance standards, prevention, notice and default, withholding, cure, anticipatory failure, specific performance, substitution, termination, restitution of an unfinished exchange after termination under Part 4, damages, agreed payments, interest, temporary impediment, frustration and hardship. It also states its relationship with special law and older contracts.

It is complete as a proposed module within retained surrounding law. It is not a self-contained replacement of formation, capacity, consent, assignment, proof, prescription, every special contract or all restitution. A valid contract must first exist. Land formalities, consumer entitlements, employment protections and insolvency priorities must still be satisfied.

The interface schedule identifies twenty Code articles for conditional substitution: 995–1007, 1062–1066, 1130 and 1132. Other identified provisions remain available. This matters particularly for general obligations provisions with a life outside contract: replacing their application to new covered contracts should not inadvertently erase their non-contractual operation. [19]

7.2 Comparative research should answer one problem at a time

The module uses comparators as choices, not as a hierarchy of superior countries. Quebec supplies codified approaches to good faith, withholding and termination. UNIDROIT's Principles of International Commercial Contracts supply developed models of cure, remedies and hardship. English and Canadian judgments expose different limits and consequences. The local Code supplies the starting point. [23; 24]

For honesty, the model selects a defined minimum and necessary cooperation, while preserving existing stronger obligations. *Bhasin v Hrynew* helps explain a bounded honesty rule; Quebec's broader good-faith provision offers a serious alternative. The selected wording does not assert that Saint Lucian law already contains that exact universal duty. It makes the proposed reform explicit. [25; 23]

For stipulated payments, the local Code's reduction power is central. The proposed section 30 preserves that function and requires a reasoned assessment. The English penalty approach considered in *Cavendish* is comparative material, not an excuse to displace express local provisions. A sum for late

payment must also be characterised against retained interest rules; the final draft expressly preserves that priority. [5; 26; 27]

For hardship, the bill permits a request to renegotiate but adds no general judicial power to rewrite prices because a bargain became expensive. UNIDROIT offers judicial adaptation as an alternative; Churchill Falls illustrates the limits of a good-faith argument for changing an agreed economic allocation under Quebec law. Saint Lucia might choose a different policy after focused consultation, but that choice should not enter unnoticed through the word 'reasonable'. [24; 28]

7.3 Changes that must not be advertised as mere clarification

Several provisions deliberately change or materially specify the balance between parties. Section 13 makes expiry of a fixed due date sufficient for default within the new module. That can alter when damages and interest begin. It may simplify ordinary transactions, but it also reduces reliance on a further demand step. The notes identify that distributional choice.

Sections 15–17 create a structured approach to cure, a final additional period and assurance before anticipated substantial failure. These can rescue a useful transaction or protect against impending loss. They can also be misused: a buyer might demand disproportionate security; a supplier might use repeated cure offers to postpone replacement. The draft requires objective grounds, proportionality and respect for mandatory statutory rights.

Section 20 permits certain substitute or corrective action without first obtaining a court order after the relevant cure process or in an emergency. That can matter when urgent work cannot wait. It also raises evidential risks if the original condition is destroyed before the other party can inspect it. Reasonable expenditure, preserved evidence, lawful access and credit for unpaid original price are therefore part of the design.

Section 28 makes actual means, urgency and available alternatives explicit in assessing mitigation. This could improve the analysis of a cash-constrained claimant. It does not make every delay reasonable, eliminate proof or promise a different result in every building dispute.

7.4 Special protections constrain the general chapter

A consumer entitled to a statutory refund should not have to satisfy a less protective general termination test. An employee's mandatory entitlement cannot become a bargaining chip under a general withholding rule. A creditor cannot use adequate assurance to evade an insolvency stay. A claimant cannot obtain a prohibited order against the Crown merely because the new chapter lists specific performance. [9; 29; 18; 30]

These are not peripheral drafting footnotes. They reveal why assembling an attractive catalogue of remedies is insufficient. The general rule often operates at the boundary of another regime, and the boundary decides the case.

The same applies to land and security. A remedy between contracting parties is not automatically a disposition of registered title, a priority over other creditors or a power to seize property. The Land Registration Act and the later movable-security regime require separate treatment. Their preservation limits this module's reach while leaving future reform possible. [31; 32]

8. Put the draft in the path of a dispute

8.1 Evaluation method

The companion evaluation contains reported-case counterfactuals and thirty labelled hypothetical scenarios. It asks the same practical questions of each: which law must be established; what the proposed text directs; who gains protection or bears an obligation; what evidence matters; how transition operates; and what remains unresolved.

A reported judgment is evidence of a decision under its actual law and facts. Applying the model to an analogous new contract is a counterfactual research exercise. The package does not reopen final judgments or claim that a different statute would necessarily produce a different factual finding.

The hypotheticals deliberately include awkward interfaces: a hurricane, a missed payment, a personal artistic service, an unfair consumer waiver, a mistaken non-contractual payment, later English tort legislation, an old contract varied after commencement, an omitted register entry and an underfunded reporting office. Their purpose is to discover faults, not to produce a reassuring pass rate.

8.2 The homeowner and the unfinished building

Lisa Andrew v Matthew Nelson demonstrates the local interaction between general obligations, construction-specific provisions, damages and mitigation. Under the proposed module, a comparable new agreement would first be classified against the consumer and construction rules. Sections 11, 15 and 20 then separate prevention, a reasonable opportunity to correct and justified substitute work. Sections 25–29 require proof and avoidable-loss analysis. [1]

The homeowner must preserve useful evidence: the agreed work, price and payments; photographs; demands and access arrangements; expert or replacement estimates where available; and the reason for delay. The builder may need evidence of denied access, completed value, a proportionate cure offer or an assumed-risk exception. No single invoice resolves all those issues.

The resource-sensitive mitigation provision matters because an entitlement to compensation is not the same as cash available to commission repairs. The model makes that fact relevant. Whether it changes an award depends on the evidence, feasible alternatives and the time involved. That is a stronger claim than assuming either that poor claimants always receive full recovery or that every delay is their fault.

8.3 Termination is not a universal damages switch

The separate treatment of termination and damages is tested by local decisions and comparative authorities. A person may have a valid contractual right to end future performance without necessarily acquiring every remaining profit expected over the original term. *Great Asia Maritime v Orion*, decided by the UK Supreme Court in July 2026, is a recent comparator which reinforces the need to read the contractual termination and compensation provisions together. It is not presented here as a verified Saint Lucian reception holding. [33]

The final section 23 therefore states that termination alone does not establish the scope of recoverable damages. Restitution of an unearned advance, compensation for additional reasonable completion costs and lost profit each require their own basis. The same separation prevents a claimant from recovering both the whole refunded price and the full value of performance without accounting for the overlap.

8.4 Frustration is not a slogan about bad luck

Exquisite Homes shows why the local analysis must distinguish increased cost from a frustrating event and then examine the consequences. The judgment's treatment of compulsory acquisition and its financial orders supplies a concrete case for comparison, alongside the Code's own adjustment provisions. [34]

The hurricane hypotheticals likewise distinguish temporary interruption, permanent destruction, reasonable preparation, assumed risk and special construction provisions. A temporary excuse from damages does not necessarily discharge the agreement. Discharge does not automatically allow one party to retain every payment. Section 35 deliberately retains the local adjustment machinery instead of recreating a foreign statute through an unexplained general rule.

8.5 The tests changed the text

The evaluation found drafting issues which were corrected before publication. The reception bill now expressly handles preserved historical rights under already repealed provisions, distinguishes appeal review from retrial and separates a changing factual index from a later foreign legal change to an award or formula. Administrative correction deadlines now have a working-day definition.

The contract module's priority clauses now respect its own express substitutions. Its personal-service exception reaches one-off individual artistic or professional skill, not merely continuing employment. Its

agreed-payment provision respects retained interest rules. The distinction between applicable domestic law and law retained through reception prevents the Code itself from being misdescribed as imported English law.

These revisions are evidence that the method can expose defects. They are not evidence that all defects have been found. The two bills still require independent line-by-line legal review, especially of temporal effects, constitutional claims, statutory hierarchy and the practical administration of notices.

9. The economics and politics of maintaining domestic law

9.1 Research tools change costs, not the source of public authority

Modern retrieval, text comparison and drafting tools make it feasible for an independent research project to assemble a substantial inventory and coherent model package. This project demonstrates that narrower proposition through its delivered artifacts. It does not establish that an automated system exceeds a historical legal team in every relevant skill or can supply consultation, constitutional authority and institutional judgment by itself.

The likely cost change is uneven. Finding and comparing published materials can become faster. Authentication, missing records, tacit legal practice, evidence about household behaviour and decisions about who should bear a loss remain harder. The draft may make expert review more productive by presenting exact clauses and documented alternatives. It does not make that review redundant.

The strongest use of these tools is therefore to increase the quality of the material placed before institutions. A lawyer can inspect a proposed conflict rule. A business can respond to a cure period. A consumer group can challenge a waiver provision. Parliament can see a policy choice rather than a general appeal to sovereignty.

9.2 An informational register has a public-good function

If every practitioner separately identifies the same commencement order, the country pays repeatedly for much of the same discovery work. A shared, maintained source record can reduce that duplication. It can also make disagreements easier to locate: the dispute becomes whether a recorded proposition is correct, rather than whether anyone has found the source.

That is an institutional hypothesis, not a measured saving. The project has no local time-and-motion study, litigation-cost dataset or experiment demonstrating a monetary benefit. A pilot should record search time, unresolved source questions, corrections and user comprehension before making quantified efficiency claims.

Public access also has a distributional dimension. A searchable database benefits people who can use it. Printed access, intelligible guides and explanations of procedure remain important for those who cannot. The model combines online publication with public inspection, while leaving the resource plan to an explicit implementation exercise.

9.3 Remedies create incentives before a lawsuit

Contract law influences what people do when performance starts to fail. An unrestricted cancellation option may encourage a party to exploit a small defect when a better bargain appears. An unlimited cure entitlement may encourage a failing supplier to keep the customer's money while promising another attempt. A balanced rule must consider both incentives.

This is why the model combines a substantial-failure threshold, specific protections for essential timing, bounded cure and proportionate withholding. Those choices aim to preserve valuable performance while allowing credible exit. Whether they achieve the intended balance in Saint Lucia must be tested with users and actual disputes.

Insolvency makes the collective problem even clearer. A remedy attractive to one creditor may trigger a race that reduces value for creditors together. The statutory stays and restrictions are legal facts; interpreting them as a response to that coordination problem is economic analysis. A general contract module should not accidentally reopen the race. [18]

9.4 Equality is partly hidden in procedure and proof

A neutral-sounding requirement can have unequal practical effects. A claimant may lack repair funds. A party may have an oral agreement and weak records. A person may understand that a promise was broken without understanding a formal demand or prescription deadline. A small supplier may also lack the resources to defend an inflated demand for replacement costs.

The model responds in limited ways: explain notice, preserve valid oral and gratuitous agreements, require evidence of reasonable correction costs, consider real mitigation options and avoid automatic compulsory personal service. It does not certify the surrounding law as free from discrimination. Capacity, family status, prescription, access to representation and disability-related barriers need dedicated examination in later modules.

An equality audit should therefore accompany each substantive decision. It should ask whose evidence is usually available, whose resources the default rule assumes and whether the remedy can be exercised in time. This is more useful than attaching a general equality declaration to an otherwise unchanged procedure.

10. A path from research package to legislation

10.1 Give the work an institutional owner

The model assigns research and publication functions to the Attorney General, subject to ordinary appropriations. Existing drafting, insolvency, consumer and registry institutions supply relevant expertise. The research does not establish that they have spare capacity. The Attorney General's 2023 report supplies historical staffing information, not a current capacity assessment. [35]

Before introduction, the government would need to identify accountable reviewers, available staff time, the authoritative baseline texts, publication arrangements and the resources for transition. Those are deliverables, not reasons to suspend all work until a perfect new institution exists.

The historical reform programme remains relevant because it shows why drafts alone do not complete reform. Paper 3's archival work should continue where it can recover usable text, unresolved policy decisions or evidence about consultation. This package does not assume that a missing historical draft contains the same architecture or that recovery can replace present statutory reconciliation.

10.2 Use review gates tied to concrete decisions

The first gate is source closure for introduction: authenticate the working Code transcription, verify later amendments and resolve or expressly legislate around significant commencement uncertainty. The second is legal coherence: independent local review of both bills together, including the Code crosswalk, constitutional transition, procedure and special-regime priority.

The third is consultation on specified choices. Participants should receive short factual scenarios and alternative clauses concerning fixed-date default, cure, substitute work, mitigation, agreed payments, old contracts and the scope of judicial adaptation. A question such as 'do you support modernisation?' cannot reveal the trade-offs the legislation must settle.

The fourth is implementation readiness. The proposed 180-day preparation period is a drafting choice, not a demonstrated estimate. The responsible institutions should test whether they can publish the starting register, issue guides, train users and identify the commencement dates within that period. If the answer is no, the timetable should be changed before enactment through a reasoned decision.

The fifth is legislative adoption and monitoring. Parliament decides which choices become law. Subsequent review should track unresolved references, conflicting interpretations, avoidable notice disputes and practical access. The model's three-year review is a checkpoint; serious defects should be corrected sooner through the appropriate legal process.

10.3 What to draft next

The immediate next module should not be selected only by the number of pages available. It should follow evidence of legal dependency, social importance and tractable boundaries.

A focused quasi-contract and restitution module is a strong next candidate. It would examine mistaken payments, benefits conferred without a valid contract, failed bases of transfer and the relationship between Article 974A, retained law and the new contractual restitution provision. This is important because section 24 of the present module deliberately addresses restitution after termination under Part 4, including where damages are excused. Financial adjustment following frustration remains separately governed by section 35.

A tort module should then be divided into identifiable problems rather than treated as one undifferentiated import. Defamation has a substantial reception case trail. Negligence, product liability, employers' responsibilities, contribution and remedies involve different statutory and policy questions. The inventory provides leads, not permission to copy a complete English tort corpus.

Remaining contract questions also deserve a planned sequence: formation and consent; capacity and cause; third-party rights and transfer; unfair business terms; prescription; and specific contracts. The present draft preserves their legal foundation while acknowledging that some may warrant substantial reform.

Family land should continue as a related but separate project. Its property, registration and succession issues cannot be solved by extending a performance-and-remedies chapter beyond its proper field.

11. What this study contributes—and what could disprove it

The principal contribution is a usable connection between evidence and legislation. The inventory identifies the source and its status. The policy classification explains the proposed treatment. The crosswalk identifies the exact drafting action. The case evaluation examines the resulting behaviour. A reader can challenge a particular link rather than accepting or rejecting the whole project at once.

Several findings sharpen the earlier series. Valid but unlitigated law needs protection. Publication must support legal authority without silently becoming it. A source freeze and substantive modernization require separate transition rules. Local remedies and later statutory protections reduce the amount that must be newly invented. Special regimes and nested references make article counting an incomplete measure of the work. These are proposed analytical contributions, not claims that no previous scholar has considered any component.

The model is also falsifiable in practical ways. A verified later commencement order could change an inventory status. A relevant local judgment could defeat a proposed restatement. A specialist review could identify a constitutional defect in the pending-case ceiling. Consultation could show that the default or cure rules create unacceptable costs. A readiness exercise could show that the timetable is unrealistic. Each result should trigger a visible revision rather than a defence of the original design at all costs.

The answer to the central question is therefore specific. Saint Lucia can deliberately retain a substantial operative foundation and change the machinery of future authority without rewriting every rule first. It can then write selected modules which expose their own departures and interfaces. The first package demonstrates that route in legislative language. The remaining task is to test, decide, enact and maintain it through Saint Lucian institutions.

Appendix A. How to use the research assets

The source workbook contains an overview and separate datasets for individual Code articles, wider Code interfaces, judicial decisions, English-source records, domestic statutory interfaces and the article-to-draft crosswalk. Filters and explicit source-status fields are intended to make disagreements traceable. The complete underlying CSV and JSON records accompany it in the research archive.

The Code dataset contains both the initial treatment triage and the final package action. Use the latter to determine what the model actually changes. A recommendation to clarify may result in an unchanged article plus an explanatory rule elsewhere. A source-reference amendment may constitute a reform of authority while preserving today's substantive result.

The annotated legislative package separates the operative bills from explanatory notes. Only the proposed operative text is drafted to have legal effect if enacted. The annotations disclose rationale, comparator choices and unresolved review issues. They should not be silently treated as additional legal clauses.

The evaluation distinguishes actual judgments from analogous disputes under the model. Unless otherwise stated, a substantive-module counterfactual assumes a valid contract governed by Saint Lucian law formed after the coordinated commencement dates. Scenarios concerning earlier agreements or pending proceedings state their different temporal assumptions.

The archive includes editable publication sources, the data, relevant research memoranda and source manifests. It is a reproducible research record, not an official consolidation. Long statutory extracts and indiscriminate collections of unrelated judgments are not necessary to understand the proposed package; the published source links and selected primary snapshots provide the audit trail.

Appendix B. Priority questions for independent review

Decision	What must be established before introduction
Reception ceiling for pending matters	Constitutional and procedural treatment of accrued rights, appeals, retrials and intervening source changes.
Conditional substitution	Whether every displaced general Code rule retains its proper operation for older contracts and non-contractual obligations.
Special-regime priority	Exact interaction with consumer, labour, insolvency, Crown, land, security, credit and arbitration legislation.
Fixed-date default	Consequences for interest, ordinary invoices, oral bargains, demands and existing sector-specific rules.

Decision	What must be established before introduction
Cure and substitute performance	Adequate protection for urgent needs, evidence, repeat failure, safety and mandatory cancellation rights.
Baseline publication	Authoritative versions, correction process, access arrangements and unresolved commencement questions.
Capacity and equality	Whether preserved surrounding rules require immediate targeted amendment rather than deferred review.
Preparation period	Staff time, publication capability, training and a tested commencement plan.

Sources and verification notes

References identify the primary materials supporting the relevant propositions. Bill and section references without an external citation refer to the accompanying model package. Dataset and crosswalk references refer to this study's original research assets. All online source review is bounded by 5 September 2026; publication or consolidation dates within individual records may be earlier.

[1] [Lisa Andrew v Matthew Nelson SLUHCV 2009/0814 \(2013-05-02\)](#)

Relevant construction, damages and mitigation discussion, paragraphs 34–50; especially 49–50. Do not generalise fact-specific discount or evidentiary compromises into universal rules. Source misspells Mertens in para 35.

[2] [Civil Code, Article 917A](#)

Reception, local qualifications and express interpretive ranges. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[3] [Michel, Kevin L. Source Inventory for Replacing Article 917A \(2026\)](#)

Companion workbook and CSV/JSON: 249 individual Code records (241 core), 18 wider Code interfaces, 25 decisions, 16 English-source records and 22 domestic statutory interfaces. Counts are research units, not counts of all operative rules.

[4] [Civil Code, Articles 995–998](#)

Performance, protection and remedies; particularly Article 997. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[5] [Civil Code, Articles 1001–1009A](#)

Damages, stipulated sums and interest; particularly Articles 1007–1009A. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[6] [Civil Code, Articles 1130–1132B](#)

Impossibility and financial adjustment after frustration; Article 1132B contains scope and exceptions. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[7] Civil Code, Article 1015

Prevention of fulfilment of a condition, within the conditional-obligations regime. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[8] Civil Code, Articles 1583–1597

Special construction rules, especially Articles 1584–1588 and 1590–1597; prescription interface Article 2120 is recorded in the Code interfaces dataset.

[9] Consumer Protection Act, Cap. 13.24 (Act 9/2016)

ss 2,4; amendment 27/2023 s 2. SI 9/2022 deems whole Act in force 1 January 2022; amendment 14/2021 same date per consolidation; amendment 27/2023 published 27 December 2023. General module must examine defined scope clause by clause. [Section 4. Related primary source 2. S.I. No. 9 of 2022. Act No. 27 of 2023.](#)

[10] Electronic Transactions Act, Cap. 8.17 (Act 16/2011)

ss 5,7–10,13,15–19,21–30,32–35,37,41–43; Part 6. SI 95/2020 published 25 June 2020, deems listed provisions in force 1 June 2016. Official HTML slug/title uses singular Transaction; original instrument uses Transactions. [Section 7. Section 8. Section 41. Section 42. 2020 statutory instruments. S.I. No. 95 of 2020.](#)

[11] Revised Edition of the Laws Act, Cap. 1.07; SI 108/2025; SI 112/2025

Act ss 10,13; SI 112 orders 1–2, Schedule 1. SI 112 published 22 July 2025; made 15 July 2025. SI 108 resolution House 3 July/Senate 8 July, published 14 July 2025. Authentication of the edition does not certify that every website transcription is accurate or incorporate 2024–26 changes. [Section 13. 2025 statutory instruments. S.I. No. 108 of 2025. S.I. No. 112 of 2025.](#)

[12] Civil Code, Article 920(2)

English-law reference concerning capacity. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[13] Civil Code, Article 944

English-law exception concerning relief for lesion. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[14] Civil Code, Article 974A

Separate reception provision in quasi-contract. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[15] Civil Code, Article 1127A

Set-off reception provision. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[16] Civil Code, Article 916A

Trusts; separate interface preserved by this first model. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[17] Civil Code, Article 1137

Proof; separate interface preserved by this first model. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[18] Insolvency Act 17/2024; SI 145/2025

ss 3–5,47,63,74,79,160–163,172. Act published 30 September 2024; SI 145/2025 published 27 October 2025 commences remaining sections 3 November 2025. Individual sections contain exceptions, including eligible financial contracts; do not state universal bar. [Insolvency Act Commencement No 2 Order](#).

[19] Michel, Kevin L. Code-to-draft crosswalk (2026)

Companion source workbook and full 249-record CSV/JSON. Direct proposed actions: 5 source-reference replacements, 20 conditional substitutions, 59 express preservations, 163 unchanged and 2 interfaces only. Focused 33-row version appears in the legislative package.

[20] Hilaire v Chastanet [2023] UKPC 22 (2023-06-13)

Reception and constitutional analysis, paragraphs 13–46; case-specific application, paragraphs 54–69. Does not decide every English Act, delegated instrument, local-precedent conflict or retroactivity issue.

[21] Canada, Statutory Instruments Act, RSC 1985, c S-22

Sections 18.1–18.6. Official page inspected 5 September 2026, stating current to 21 June 2026. Comparative accessibility model; not Saint Lucian law.

[22] Singapore, Application of English Law Act 1993

Sections 3–9 and Schedules; structural continuity and statutory-selection comparator. This study does not treat Singapore's statutory list as suitable for Saint Lucia. Current full-page automated retrieval was restricted; structural use follows the official source trail in the earlier series.

[23] Civil Code of Quebec, Book Five

Official French consolidation stated current 14 August 2025. Articles 1375, 1590–1606, 1611–1613, 1622–1623 and 1693–1694. Dated comparative text, not a certified September 2026 consolidation.

[24] UNIDROIT Principles of International Commercial Contracts 2016

Official text and comments, Chapters 6–7; especially 6.2.3, 7.1.4, 7.3.1–7.3.7 and 7.4.13. Non-binding commercial model; consumer compatibility requires separate assessment.

[25] Bhasin v Hrynew, 2014 SCC 71

Paragraphs 73 and 86. Canadian common-law honesty comparator; not Quebec or Saint Lucian authority.

[26] Civil Code, Articles 1062–1068

Obligations with a penal clause; reduction power in Article 1066. Working transcription: Attorney General published 2023 text; later-law reconciliation is separately recorded.

[27] Cavendish Square Holding BV v Makdessi; ParkingEye Ltd v Beavis [2015] UKSC 67

English penalty doctrine, particularly paragraphs 31–32 and 84–87; see also paragraph 283 on judicial reduction. Comparator only; express local Code reduction powers require separate analysis.

[28] Churchill Falls (Labrador) Corp v Hydro-Québec, 2018 SCC 46

Majority, paragraphs 89–98 and 104–124. Quebec-law comparator addressing the asserted obligation to renegotiate that agreement.

[29] Labour Act, Cap. 16.04 (Act 37/2006)

ss 3–5; employment-specific Parts. 1 August 2012 (SI 70/2012); amendments 6/2011 and 5/2020 recorded in consolidation. [Section 4](#). [Section 5](#).

[30] Crown Proceedings Act, Cap. 2.05 (Act 27/1956)

ss 3–6,16,19–20,25. 1 December 1956; amendment 4/2017 in force 18 April 2017. [Section 16](#). [Section 19](#). [Section 20](#). [Section 25](#).

[31] Land Registration Act, Cap. 5.01 (Act 12/1984)

ss 23,28,37,41. 15 July 1985 (SI 36/1985); subsequent amendments per official table. [Section 23](#). [Section 37](#).

[32] Security Interest in Movable Property Act 22/2022; Amendment 2/2025

ss 3–4,9,52–71,90–102; amendment s 2. Principal 29 November 2023 (SI 137/2023); amendment assent 10 March 2025, published 17 March 2025, no deferred clause. Apply Interpretation Act, section 14 to publication commencement; official 2023 HTML does not incorporate 2025 amendment. [Section 4](#). [Section 90](#). [Section 91](#). [Related primary source 4](#). [Act No. 2 of 2025](#).

[33] Great Asia Maritime Ltd v Orion Shipping and Trading LLC [2026] UKSC 23 (22 July 2026)

Particularly paragraphs 1–4, 20–25, 50–55, 84–85 and 98–99. Express contractual termination and damages. Comparative source, not a verified local reception holding.

[34] Exquisite Homes Ltd v Geest Industries(Estates)Ltd SLUHCM 2020/0006 (2022-12-29)

Increased-cost and frustration analysis, paragraphs 54–61 and 75–85, especially 84; final orders 97. Paper 2 paras 34–65 insufficient pinpoint for final frustration holding: use 75–85,especially 84.

[35] Attorney General’s Chambers, Annual Report 2023

Printed page 41 reports drafting-unit staffing during 2023–24. Historical evidence only; no claim about September 2026 staffing or spare capacity.