



Applaa SQE Practice Mock 1

Mock Practice Exam Booklet

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Instructions & Study Method

Welcome to your Applaa offline practice booklet. Please follow these guidelines to maximize your learning outcome:

- 1. Distraction-Free Practice:** Solve the multiple-choice questions in Section 1 under timed conditions. Do not look for shortcuts or answers until you are completely done.
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Section 1: Practice Questions

Question 1 — [FLK1 / Contract Law]

A builder (Ryan) contractually agreed to construct a wall for a customer (Nora) for £5,000. Halfway through the job, the builder states they cannot finish unless the customer pays an extra £1,000. The customer agrees. After completion, the customer refuses to pay the extra £1,000. Under *Williams v Roffey Bros*, is the promise to pay the extra £1,000 binding?

- A: No, because performing an existing contractual duty can never be good consideration.
- B: Yes, if the customer obtained a practical benefit (such as avoiding a penalty clause to a third party) and there was no economic duress.
- C: No, because a promise to pay more must be approved by the County Court under CPR regulations.
- D: Yes, because oral contracts are automatically binding regardless of consideration.
- E: No, because it violates Section 52 of the Law of Property Act 1925.

Question 2 — [FLK1 / Dispute Resolution]

A claimant (Amelia) has brought an action against a defendant (Samuel) in the County Court for breach of contract, claiming £75,000 in damages. The defendant has filed a defense. In accordance with the Civil Procedure Rules (CPR), which track will this claim be allocated to?

- A: Small Claims Track
- B: Fast Track
- C: Intermediate Track
- D: Multi-Track
- E: Commercial Court Track

Question 3 — [FLK1 / Legal System]

A government department wishes to act under royal prerogative powers. Which of the following best describes the relationship between royal prerogative powers and statutory powers in UK constitutional law?

- A: Prerogative powers always override conflicting statutory provisions.
- B: Where a statutory power is enacted covering the same area as a prerogative power, the statutory power supersedes and frustrates the prerogative power (*De Keyser's Royal Hotel Case*).
- C: Prerogative powers can only be modified by the monarch without parliamentary assent.
- D: Prerogative powers are not subject to judicial review under any circumstances.
- E: Prerogative powers must be re-authorised by Parliament every five years.

Question 4 — [FLK1 / Tort Law]

An employee of Beacon Solutions LLP negligently injures a customer (Yasmine) while driving a company delivery van to make a scheduled delivery. The customer sues Beacon Solutions LLP. What is the legal doctrine that allows the employer to be held liable, and what is the test?

- A: Res Ipsa Loquitur; requires showing the van was in a defective condition.
- B: Vicarious liability; requires showing that the employee committed a tort in the course of their employment.
- C: Strict liability; requires showing the employer acted with malicious intent.
- D: Privity of liability; requires a signed agreement between the employer and the customer.
- E: Contributory liability; requires allocating the claim to the Multi-Track.

Question 5 — [FLK1 / Dispute Resolution]

A claimant (Grace) makes a valid CPR Part 36 settlement offer to the defendant (Bob) of £18,500. The defendant rejects the offer. The case goes to trial, and the claimant wins, obtaining judgment of £21,275. What is the primary costs consequence under Part 36?

- A: The claimant must pay the defendant's costs on the indemnity basis.
- B: The defendant must pay the claimant's costs on the indemnity basis, plus interest on those costs, from the expiry of the relevant offer period.
- C: The court will split the trial costs equally between both parties.
- D: All costs recovery is capped at the Small Claims Track limit.
- E: The defendant is immune to costs penalties because they defended the claim in good faith.

Question 6 — [FLK1 / Business Law and Practice]

The directors of Pinnacle Ventures Ltd wish to allot new ordinary shares for cash. The company's articles do not exclude pre-emption rights. Which of the following resolutions of the shareholders is required to disapply the statutory pre-emption rights under the Companies Act 2006?

- A: An ordinary resolution with a simple majority (over 50%).
- B: A special resolution with a 75% majority of votes cast.
- C: A written resolution signed by 100% of the shareholders.
- D: An extraordinary resolution requiring a 90% majority.
- E: No resolution is required; the directors can disapply pre-emption rights by a board resolution.

Question 7 — [FLK1 / Tort Law]

A customer (Emma) is walking down a warehouse aisle when a heavy crate falls from a high shelf and injures them. The claimant has no evidence of what exactly caused the crate to fall. Can the claimant rely on the doctrine of 'Res Ipsa Loquitur'?

- A: No, because the claimant must prove the exact negligent act to bring a claim.
- B: Yes, if the thing causing the accident was under the sole control of the defendant, and the accident is one that does not occur in the ordinary course of things without negligence.
- C: No, because Res Ipsa Loquitur only applies to breach of contract claims.
- D: Yes, but the claimant's damages are automatically capped at £10,000.
- E: No, unless the defendant has already been convicted in a criminal court.

Question 8 — [FLK1 / Dispute Resolution]

A claimant (Philip) has applied for summary judgment against a defendant (James) under CPR Part 24. What is the test that the court must apply to determine whether summary judgment should be granted?

- A: The claimant must prove the case beyond all reasonable doubt.
- B: The defendant has no real prospect of successfully defending the claim, and there is no other compelling reason why the case should be disposed of at trial.
- C: The value of the claim must be less than £10,000.
- D: The defendant has failed to acknowledge service of the claim form within 14 days.
- E: The dispute involves questions of international law.

Question 9 — [FLK1 / Legal System]

In a judicial review action, the High Court finds that a section of an Act of Parliament is incompatible with a right protected by the European Convention on Human Rights (ECHR). What is the legal effect of a Declaration of Incompatibility under Section 4 of the Human Rights Act 1998?

- A: The Act of Parliament is immediately struck down and ceases to be law.
- B: It does not affect the validity, continuing operation, or enforcement of the provision, but alerts Parliament to amend the law.
- C: The case is referred automatically to the European Court of Justice in Luxembourg.
- D: The monarch must immediately dissolve Parliament and call an election.
- E: The claimant is automatically awarded £500,000 in damages.

Question 10 — [FLK1 / Tort Law]

A customer (Kevin) is walking down a warehouse aisle when a heavy crate falls from a high shelf and injures them. The claimant has no evidence of what exactly caused the crate to fall. Can the claimant rely on the doctrine of 'Res Ipsa Loquitur'?

- A: No, because the claimant must prove the exact negligent act to bring a claim.
- B: Yes, if the thing causing the accident was under the sole control of the defendant, and the accident is one that does not occur in the ordinary course of things without negligence.
- C: No, because Res Ipsa Loquitur only applies to breach of contract claims.
- D: Yes, but the claimant's damages are automatically capped at £10,000.
- E: No, unless the defendant has already been convicted in a criminal court.

Question 11 — [FLK1 / Legal System]

Parliament passes an Act in 2026 which directly conflicts with an earlier Act passed in 1990. The 2026 Act does not explicitly mention the 1990 Act. Which of the following constitutional doctrines describes how this conflict is resolved?

- A: The doctrine of judicial supremacy, where the court chooses which Act is fairer.
- B: The doctrine of implied repeal, where the later Act repeals the earlier Act to the extent of the inconsistency.
- C: The doctrine of royal assent, which renders both Acts null and void.
- D: The doctrine of entrenchment, which protects all Acts over 30 years old from modification.
- E: The doctrine of parliamentary veto, requiring a public referendum.

Question 12 — [FLK1 / Tort Law]

A customer (Ryan) is walking down a warehouse aisle when a heavy crate falls from a high shelf and injures them. The claimant has no evidence of what exactly caused the crate to fall. Can the claimant rely on the doctrine of 'Res Ipsa Loquitur'?

- A: No, because the claimant must prove the exact negligent act to bring a claim.
- B: Yes, if the thing causing the accident was under the sole control of the defendant, and the accident is one that does not occur in the ordinary course of things without negligence.
- C: No, because Res Ipsa Loquitur only applies to breach of contract claims.
- D: Yes, but the claimant's damages are automatically capped at £10,000.
- E: No, unless the defendant has already been convicted in a criminal court.

Question 13 — [FLK1 / Dispute Resolution]

A claimant (Helen) has applied for summary judgment against a defendant (Kevin) under CPR Part 24. What is the test that the court must apply to determine whether summary judgment should be granted?

- A: The claimant must prove the case beyond all reasonable doubt.
- B: The defendant has no real prospect of successfully defending the claim, and there is no other compelling reason why the case should be disposed of at trial.
- C: The value of the claim must be less than £10,000.
- D: The defendant has failed to acknowledge service of the claim form within 14 days.
- E: The dispute involves questions of international law.

Question 14 — [FLK1 / Business Law and Practice]

A director of Alpha Trading Ltd is considering entering into a contract on behalf of the company where they have a personal interest. Under Section 177 of the Companies Act 2006, what is the director's primary duty regarding this conflict?

- A: They must resign immediately from the board of directors.
- B: They must declare the nature and extent of their interest to the other directors before the transaction is entered into.
- C: They must obtain a court order approving the transaction.
- D: They must transfer their shares in the company to a blind trust.
- E: They must obtain unanimous shareholder consent at a general meeting.

Question 15 — [FLK1 / Dispute Resolution]

A claimant (Matthew) has brought an action against a defendant (Kate) in the County Court for breach of contract, claiming £250,000 in damages. The defendant has filed a defense. In accordance with the Civil Procedure Rules (CPR), which track will this claim be allocated to?

- A: Small Claims Track
- B: Fast Track
- C: Intermediate Track
- D: Multi-Track
- E: Commercial Court Track

Question 16 — [FLK1 / Contract Law]

A seller (Charlie) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Penelope), inducing them to buy it. The buyer subsequently discovers the fraud. Which of the following describes the remedies available under the Misrepresentation Act 1967?

- A: The contract is automatically void, and the seller must be prosecuted criminally.
- B: Rescission of the contract and/or damages under Section 2(1) of the Act.
- C: The buyer can only recover damages and has no right to rescind the contract under any circumstances.
- D: The contract is binding, and no remedy is available since the buyer should have checked the accounts (caveat emptor).
- E: The seller is required to perform specific performance of the turnover projection.

Question 17 — [FLK1 / Legal System]

An environmental pressure group wishes to bring a judicial review application to challenge a government department's decision to construct a new airport runway. Under Section 31(3) of the Senior Courts Act 1981, what must the applicant show to be granted permission to bring the claim?

- A: They must have a direct financial interest in the outcome of the challenge.
- B: They must show they have 'sufficient interest' in the matter to which the application relates (standing).
- C: They must obtain a majority vote of the local residents in favor of the suit.
- D: They must have been directly physically injured by the government's action.
- E: They must deposit £75,000 as security for costs.

Question 18 — [FLK1 / Dispute Resolution]

A claimant (Xavier) has applied for summary judgment against a defendant (Henry) under CPR Part 24. What is the test that the court must apply to determine whether summary judgment should be granted?

- A: The claimant must prove the case beyond all reasonable doubt.
- B: The defendant has no real prospect of successfully defending the claim, and there is no other compelling reason why the case should be disposed of at trial.
- C: The value of the claim must be less than £10,000.
- D: The defendant has failed to acknowledge service of the claim form within 14 days.
- E: The dispute involves questions of international law.

Question 19 — [FLK1 / Contract Law]

A builder (Diana) contractually agreed to construct a wall for a customer (Liam) for £5,000. Halfway through the job, the builder states they cannot finish unless the customer pays an extra £1,000. The customer agrees. After completion, the customer refuses to pay the extra £1,000. Under *Williams v Roffey Bros*, is the promise to pay the extra £1,000 binding?

- A: No, because performing an existing contractual duty can never be good consideration.
- B: Yes, if the customer obtained a practical benefit (such as avoiding a penalty clause to a third party) and there was no economic duress.
- C: No, because a promise to pay more must be approved by the County Court under CPR regulations.
- D: Yes, because oral contracts are automatically binding regardless of consideration.
- E: No, because it violates Section 52 of the Law of Property Act 1925.

Question 20 — [FLK1 / Contract Law]

Jack offered to sell a sports car to Arthur for £20,000. Arthur replied: 'I accept your offer, but I will pay £18,000.' Jack did not respond. Two days later, Arthur wrote to Jack saying: 'I accept your original offer of £20,000.' Is there a binding contract between Jack and Arthur?

- A:** Yes, because the second letter constituted a valid acceptance of the original offer.
- B:** Yes, because the original offer remained open and had not been revoked by the offeror.
- C:** No, because the counter-offer of the lower price killed the original offer, meaning it could no longer be accepted.
- D:** No, because a contract for sale of goods must be made in writing signed by both parties.
- E:** Yes, because the offeror's silence on the counter-offer constituted acceptance of the lower price.

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Simply bubble in your choices (e.g. A, B, C, D) and get instantly scored! You can then review the explanations or chat with Appy Buddy (AI Socratic tutor) to understand complex concepts.