



Applaa SQE Practice Mock 21

Mock Practice Exam Booklet

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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 / Business Law and Practice]

Prior to the formal incorporation of Beacon Solutions LLP, a promoter (Zachary) signed a contract 'on behalf of the company' to purchase machinery from a supplier. The company is now incorporated. Which of the following best describes the liability of Zachary and the company on this pre-incorporation contract?

- A:** The company is automatically bound by the contract upon incorporation, and the promoter is released.
- B:** The contract is completely void and unenforceable by any party.
- C:** The promoter is personally liable and entitled under the contract, subject to any agreement to the contrary, under Section 51 of the Companies Act 2006.
- D:** The company and the promoter are jointly and severally liable automatically.
- E:** The company can unilaterally ratify the contract without the supplier's agreement.

Question 2 — [FLK1 / Contract Law]

A shopkeeper (Kate) places a vintage watch in the shop window with a price tag of £15,000. A customer (Laura) enters the shop, places the cash on the counter, and demands to buy the item. The shopkeeper refuses to sell it. Is there a binding contract?

- A:** Yes, because placing the item in the window was a unilateral offer that was accepted by the customer's cash payment.
- B:** No, because the display of goods in a shop window is an invitation to treat, not an offer. Refusing to sell does not breach any contract (*Fisher v Bell*).
- C:** Yes, because consumer protection laws force retailers to sell all displayed items automatically.
- D:** No, because contracts for sales in shops require a written signed document.
- E:** Yes, because the shopkeeper was silent when the customer entered, constituting acceptance.

Question 3 — [FLK1 / Contract Law]

Kevin offered to sell a piece of machinery to Benjamin for £150,000. Benjamin replied: 'I accept your offer, but I will pay £135,000.' Kevin did not respond. Two days later, Benjamin wrote to Kevin saying: 'I accept your original offer of £150,000.' Is there a binding contract between Kevin and Benjamin?

- 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.

Question 4 — [FLK1 / Contract Law]

A seller (Uma) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Grace), 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 5 — [FLK1 / Tort Law]

A driver (Katelyn) crashes into a pedestrian (Alice) who is crossing the street, causing physical injuries. To establish negligence, the claimant must show that the defendant owed them a duty of care. How does the court establish if a duty of care exists for physical damage caused by positive actions?

- A:** By applying the three-stage Caparo test including fair, just, and reasonable criteria in every case.
- B:** By finding that the case falls within an established duty category (such as road users to other road users) where a duty is automatically owed (Robinson v Chief Constable of West Yorkshire).
- C:** By checking if the defendant signed a voluntary duty registration form.
- D:** By proving the defendant intended to cause physical harm.
- E:** By allocating the claim to the Fast Track under CPR guidelines.

Question 6 — [FLK1 / Tort Law]

A claimant was injured when a defendant (Nora), who was engaged in speeding in a residential zone, caused an accident. The defendant admits they owed the claimant a duty of care and breached it, but argues that the claimant's own negligence contributed to the injury. Under the Law Reform (Contributory Negligence) Act 1945, what is the legal effect of contributory negligence?

- A:** It acts as a complete defense, and the claimant receives no damages.
- B:** It reduces the claimant's damages to the extent that is just and equitable, reflecting the claimant's share of responsibility.
- C:** It has no effect on damages but requires the claimant to pay the defendant's legal costs.
- D:** It shifts the burden of proof to the claimant to show that they took all reasonable precautions.
- E:** It renders the claim null and void, requiring allocation to criminal arbitration.

Question 7 — [FLK1 / Dispute Resolution]

A claimant (Philip) has brought an action against a defendant (Alice) in the County Court for breach of contract, claiming £12,000 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 8 — [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 £35,000 in damages.

Question 9 — [FLK1 / Dispute Resolution]

A claimant (Frank) has brought an action against a defendant (Victor) in the County Court for breach of contract, claiming £9,500 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 10 — [FLK1 / Dispute Resolution]

A business wants to apply for an interim injunction to prevent a competitor (Beatrice) from using its trade secrets. According to the guidelines in *American Cyanamid Co v Ethicon Ltd*, what is the first question the court must consider?

- A: Whether the applicant is willing to pay the court fees.
- B: Whether there is a serious question to be tried.
- C: Whether the defendant has a criminal record.
- D: Whether damages would be an adequate remedy for either party.
- E: Whether the trial can be completed within 6 months.

Question 11 — [FLK1 / Tort Law]

A claimant was injured when a defendant (Matthew), who was engaged in leaving loose debris on a construction site, caused an accident. The defendant admits they owed the claimant a duty of care and breached it, but argues that the claimant's own negligence contributed to the injury. Under the Law Reform (Contributory Negligence) Act 1945, what is the legal effect of contributory negligence?

- A:** It acts as a complete defense, and the claimant receives no damages.
- B:** It reduces the claimant's damages to the extent that is just and equitable, reflecting the claimant's share of responsibility.
- C:** It has no effect on damages but requires the claimant to pay the defendant's legal costs.
- D:** It shifts the burden of proof to the claimant to show that they took all reasonable precautions.
- E:** It renders the claim null and void, requiring allocation to criminal arbitration.

Question 12 — [FLK1 / Contract Law]

Diana offered to sell a yacht to Philip for £500. Philip replied: 'I accept your offer, but I will pay £450.' Diana did not respond. Two days later, Philip wrote to Diana saying: 'I accept your original offer of £500.' Is there a binding contract between Diana and Philip?

- 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.

Question 13 — [FLK1 / Contract Law]

Victoria offered to sell a agricultural tractor to Matthew for £500. Matthew replied: 'I accept your offer, but I will pay £450.' Victoria did not respond. Two days later, Matthew wrote to Victoria saying: 'I accept your original offer of £500.' Is there a binding contract between Victoria and Matthew?

- 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.

Question 14 — [FLK1 / Dispute Resolution]

A claimant (Olivia) has applied for summary judgment against a defendant (Helen) 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 15 — [FLK1 / Contract Law]

A seller (Harry) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Yasmine), 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 16 — [FLK1 / Tort Law]

An employee of Nova Capital Ltd negligently injures a customer (Nora) while driving a company delivery van to make a scheduled delivery. The customer sues Nova Capital Ltd. 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 17 — [FLK1 / Business Law and Practice]

Prior to the formal incorporation of Atlas Transport Ltd, a promoter (Kevin) signed a contract 'on behalf of the company' to purchase machinery from a supplier. The company is now incorporated. Which of the following best describes the liability of Kevin and the company on this pre-incorporation contract?

- A: The company is automatically bound by the contract upon incorporation, and the promoter is released.
- B: The contract is completely void and unenforceable by any party.
- C: The promoter is personally liable and entitled under the contract, subject to any agreement to the contrary, under Section 51 of the Companies Act 2006.
- D: The company and the promoter are jointly and severally liable automatically.
- E: The company can unilaterally ratify the contract without the supplier's agreement.

Question 18 — [FLK1 / Dispute Resolution]

A claimant (Evelyn) makes a valid CPR Part 36 settlement offer to the defendant (Xavier) of £45,000. The defendant rejects the offer. The case goes to trial, and the claimant wins, obtaining judgment of £51,749. 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 19 — [FLK1 / Tort Law]

An employee of Crown Estates Ltd negligently injures a customer (David) while driving a company delivery van to make a scheduled delivery. The customer sues Crown Estates Ltd. 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 20 — [FLK1 / Dispute Resolution]

A business wants to apply for an interim injunction to prevent a competitor (Frank) from using its trade secrets. According to the guidelines in *American Cyanamid Co v Ethicon Ltd*, what is the first question the court must consider?

- A:** Whether the applicant is willing to pay the court fees.
- B:** Whether there is a serious question to be tried.
- C:** Whether the defendant has a criminal record.
- D:** Whether damages would be an adequate remedy for either party.
- E:** Whether the trial can be completed within 6 months.

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