



# Applaa SQE Practice Mock 23

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.
- 2. Check & Submit Online:** We have intentionally excluded the answer key from this printout. To get your score, see worked solutions, and track your progress metrics, open: <https://applaa.com/practice/check?exam=sqe&paper=23> on any browser. Bubble in your answers in our digital check sheet.
- 3. Learn with Appy Buddy (AI Socratic Tutor):** Applaa is a 100% ad-free educational space. Our online AI Tutor guides you step-by-step through questions you get wrong, showing you how to solve them rather than just giving you the answer.

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# Section 1: Practice Questions

## Question 1 — [FLK1 / Contract Law]

A seller (Lucas) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Fredrick), 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 2 — [FLK1 / Tort Law]

An employee of Crown Estates Ltd negligently injures a customer (Nathan) 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 3 — [FLK1 / Tort Law]

A claimant was injured when a defendant (Nathan), 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 4 — [FLK1 / Dispute Resolution]**

A claimant (Olivia) makes a valid CPR Part 36 settlement offer to the defendant (Zoe) 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 5 — [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 £15,000 as security for costs.

**Question 6 — [FLK1 / Tort Law]**

A driver (Penelope) crashes into a pedestrian (Emma) 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 7 — [FLK1 / Business Law and Practice]**

Prior to the formal incorporation of Zenith Retail Ltd, a promoter (Liam) 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 Liam 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 8 — [FLK1 / Tort Law]**

An employee of Summit Logistics Ltd negligently injures a customer (Nathan) while driving a company delivery van to make a scheduled delivery. The customer sues Summit Logistics 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 9 — [FLK1 / Dispute Resolution]**

A claimant (Sophia) has brought an action against a defendant (Daniel) 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 / Contract Law]**

A seller (Isabella) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Bob), 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 11 — [FLK1 / Dispute Resolution]**

A claimant (Alice) has brought an action against a defendant (Jack) in the County Court for breach of contract, claiming £5,000 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 12 — [FLK1 / Tort Law]**

An employee of Titan Infrastructure plc negligently injures a customer (Grace) while driving a company delivery van to make a scheduled delivery. The customer sues Titan Infrastructure plc. 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 13 — [FLK1 / Tort Law]**

A customer (Penelope) 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 14 — [FLK1 / Dispute Resolution]**

A claimant (Henry) has applied for summary judgment against a defendant (Kate) 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 builder (Thomas) contractually agreed to construct a wall for a customer (Jack) 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 16 — [FLK1 / Tort Law]**

A claimant was injured when a defendant (Charlie), who was engaged in operating a crane without safety barriers, 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 17 — [FLK1 / Tort Law]**

A claimant was injured when a defendant (Ian), who was engaged in delivering expired pharmaceuticals, 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 18 — [FLK1 / Dispute Resolution]**

A claimant (Charlotte) has applied for summary judgment against a defendant (Harry) 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 / Tort Law]**

A customer (Xavier) 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 20 — [FLK1 / Business Law and Practice]**

The directors of Meridian Group 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.

# Submit Answers & Check worked Solutions

## ■ Section Complete!

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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.