



Applaa SQE Practice Mock 9

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 Apex Retail plc, a promoter (Edward) 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 Edward 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 / Tort Law]

A customer (Quinn) 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 3 — [FLK1 / Contract Law]

A seller (Philip) 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 4 — [FLK1 / Tort Law]

A customer (Nora) 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 5 — [FLK1 / Tort Law]

A customer (Alice) 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 6 — [FLK1 / Dispute Resolution]

A claimant (Fredrick) has applied for summary judgment against a defendant (Mia) 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 7 — [FLK1 / Contract Law]

A seller (Daniel) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Charlotte), 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 8 — [FLK1 / Dispute Resolution]

A claimant (Quinn) has brought an action against a defendant (Beatrice) 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 9 — [FLK1 / Tort Law]

An employee of Vanguard Industries plc negligently injures a customer (Beatrice) while driving a company delivery van to make a scheduled delivery. The customer sues Vanguard Industries 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 10 — [FLK1 / Dispute Resolution]

A claimant (Xavier) makes a valid CPR Part 36 settlement offer to the defendant (Charlie) of £22,000. The defendant rejects the offer. The case goes to trial, and the claimant wins, obtaining judgment of £25,299. 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 11 — [FLK1 / Business Law and Practice]

A director of Aura Goods Ltd (a private company limited by shares) wants to allot new shares to a new investor (Daniel) to raise capital of £500,000. The company has only one class of ordinary shares. Under the Companies Act 2006, which of the following is correct regarding the director's authority to allot these shares?

- A: The director has automatic statutory authority to allot the shares without shareholder approval under Section 550, unless restricted by the articles.
- B: The director must always obtain authorization by ordinary resolution of the shareholders under Section 551.
- C: The director must obtain authorization by special resolution of the shareholders to allot any shares.
- D: The director requires the approval of the Board of Trade before allotting any class of shares.
- E: Authority is only required if the allotment would cause the company to exceed its authorised share capital as stated in the memorandum.

Question 12 — [FLK1 / Dispute Resolution]

A claimant (Caleb) has brought an action against a defendant (William) 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 13 — [FLK1 / Tort Law]

A customer (Victor) 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 / Contract Law]

A seller (Rose) 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 15 — [FLK1 / Business Law and Practice]

A director of Nexus Media plc (a private company limited by shares) wants to allot new shares to a new investor (Charlotte) to raise capital of £35,000. The company has only one class of ordinary shares. Under the Companies Act 2006, which of the following is correct regarding the director's authority to allot these shares?

- A:** The director has automatic statutory authority to allot the shares without shareholder approval under Section 550, unless restricted by the articles.
- B:** The director must always obtain authorization by ordinary resolution of the shareholders under Section 551.
- C:** The director must obtain authorization by special resolution of the shareholders to allot any shares.
- D:** The director requires the approval of the Board of Trade before allotting any class of shares.
- E:** Authority is only required if the allotment would cause the company to exceed its authorised share capital as stated in the memorandum.

Question 16 — [FLK1 / Contract Law]

A seller (Arthur) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Rose), 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]

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 £55,000 in damages.

Question 18 — [FLK1 / Dispute Resolution]

A claimant (Zachary) has brought an action against a defendant (Nathan) 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 19 — [FLK1 / Contract Law]

A seller (Lucas) negligently makes a false statement of fact regarding the turnover of a business to a buyer (Quinn), 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 20 — [FLK1 / Dispute Resolution]

A claimant (Mia) makes a valid CPR Part 36 settlement offer to the defendant (Wendy) of £220,000. The defendant rejects the offer. The case goes to trial, and the claimant wins, obtaining judgment of £252,999. 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.

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