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| LLM/SQE | | | |
| Course Materials  University of Bolton | |  | |
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## **Introduction**

The LLM/SQE programme provides students with three distinct aspects of their journey towards qualified legal status

## **Using these materials**



The LLM/SQE programme presents a unique challenge for students and so these materials have been designed with a view to ensuring that the whole process can be completed as smoothly as possible.

By following the step-by-step approach students can work in a smart fashion to ensure they achieve the required stages within the journey to qualified legal status.

Each part of the programme is divided into a specific 4-week block that allows students to enhance their knowledge, develop their skills and to check their progress.

Every study block is accompanied by a roadmap that ensures that you can get the most out of the subject.

## **IT Resources**

With a view to ensuring that students are able to fully access the range of learning materials that support the programme it is important to ensure that you are familiar with, and have access to, the following platforms.

**Moodle**

Moodle is a learning platform designed to ensure that learners can access a wide range of course specific content all in one place. On the LLM/SQE programme you will find many programme and module specific resources including the full suite of SQE Bytesize Videos, in class Learning Materials, SQE Sample Questions with Answers and Assessment Information. Through Moodle you can also access the Turnitin box service which is used for the submission of assignments. Moodle can be used on virtually any device from a mobile phone or tablet through to a laptop or pc.

**Turnitin**

Turnitin is the system that is used for the submission of assignments and is the platform on which you will receive your feedback and marks for each element of the programme. However, Turnitin is far more than a grading portal as the sophisticated system checks each submission against the whole Turnitin database – this includes all submissions made to universities who use Turnitin. This ensures the integrity of each assignment and helps to detect plagiarism and other forms of academic misconduct.

**Teams**

At the University of Bolton, we use the Teams platform to ensure that we can keep all students up to date across a number of topics. These can range from a room change all the way through to our School of Law Jobs Board – designed to ensure that you can apply for opportunities that will help you to gain those two years of qualifying work experience. Teams can be accessed using a mobile phone, tablet or computer and is an ideal way to stay in touch with your tutors and to get to know your colleagues on the programme.

**Oxford Learning Cloud**

As part of the programme, we provide access to the Oxford University Press Learning Cloud. This is a system that has been specifically designed to support learners through the SQE1 Examination preparation stage. The system features electronic learning materials and practice SQE questions that the system can mark and provide feedback on. The portal ensures that where questions are incorrectly answered that you are directed to the correct section of the correct text so that you can build upon your knowledge incrementally. The cloud also features a full mock examination which can be attempted to check progress towards SQE1.

## **Programme Summary**

The following summarises the key dates for each aspect of the LLM/SQE Programme:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Week** | **Week commencing** | **Road Map** | **Subject** | **Tutor** |
| 0 | 21 September 2023 | N/A | Induction |  |
| Semester 1 | | | |  |
| 1 | 27 September 2023 | 1 | Law of Tort | JN |
| 2 | 28 September 2023 | 1 | Law of Tort | JN |
| 3 | 4 October 2023 | 1 | Legal Services | LA |
| 4 | 11 October 2023 | 1 | Presentation Assessment | ALL |
| 5 | 12 October 2023 | 2 | Contract Law | GR |
| 6 | 18 October 2023 | 2 | Contract Law | GR |
| 7 | 19 October 2023 | 2 | Solicitor’s Accounts | LA |
| 8 | 25 October 2023 | 2 | Legal Research Skills | GF |
| 9 | 26 October 2023 | 3 | Dispute Resolution | GR |
| 10 | 1 November 2023 | 3 | Dispute Resolution  LAW7101 – Applied Legal Research | GF, GR |
| 11 | 2 November 2023 | 3 | English Legal System | LA |
| 12 | 8 November 2023 | 3 | Interviewing/Case Analysis Skills | ALL |
| 13 | 15 November 2023 | 4 | Public Law and European Union | LA |
| 14 | 16 November 2023 | 4 | Land Law | JN |
| 15 | 22 November 2023 | 4 | Land Law | JN |
| 16 | 29, 30 November 2023, and 6, 7, 13, 14 of December 2023 | 4 | Guided Discussion Assessments | ALL |
| SEMESTER 2 | | | |  |
| 1 | 24 January 2024 | 4 | Legal Writing Skills | LA |
| 2 | 25 January 2024 | 5 | Business Law and Practice | IU |
| 3 | 31 January 2024 | 5 | Business Law and Practice | IU |
| 4 | 1 February 2024 | 5 | Business Law and Practice | IU |
| 5 | 7 February 2024 | 5 | Legal Drafting Skills  LAW7102 – Applied Legal Research | JN |
| 6 | 8 February 2024 | 6 | Criminal Law and Litigation | JN |
| 7 | 14 February 2024 | 6 | Criminal Law and Litigation | JN |
| 8 | 15 February 2024 | 6 | Criminal Law and Litigation | JN |
| 9 | 21 February 2024 | 6 | Advocacy Assessment | ALL |
| 10 | 22 February 2024 | 7 | Trusts and Wills | JN |
| 11 | 28 February 2024 | 7 | Trusts and Wills | JN |
| 12 | 29 February 2024 | 7 | Trusts and Wills | JN |
| 13 | 6 March 2024 | 7 | Property Law and Practice | JN |
| 14 | 7 March 2024 | 7 | Property Law and Practice | JN |
| 15 | 13 March 2024 | 7 | Property Law and Practice | JN |
| 16 | 14 March 2024 – 30 May 2024 | 7 | Guided Discussion Assessment  LAW7103 Portfolio | ALL |

## **Meet the Team**

##### Dr Ikpenmosa Uhumuavbi – i.uhumuavbi@bolton.ac.uk

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## 

## **Assessments**

The programme is a Masters in Law and is set at HE7 level, as such the programme requires that students complete an appropriate range of assessments for this level of qualification.

Assessments are split across the programme and require students to demonstrate a wide range of skills that are required in legal practice.

The programme assessments are as follows:

**Semester 1 of academic year 2023/24**

Week 4 – LAW7101 – FLK1 – Presentation (15 minutes)

Week 10 – LAW7101 – FLK1 – Applied Legal Research (3000 words)

Week 16 – LAW7101 – Guided Discussion

**Semester 2 of academic year 2023/24**

Week 5 – LAW7102 – FLK2 – Applied legal Research (3000 words)

Week 9 – LAW7102 – FLK2 – Advocacy Assessment

Week 16 – LAW7102 – Guided Discussion

Week 16 – LAW7103 – SQE2 - Reflective portfolio – Skills Assessments

**Semester 1 of academic year 2024/25**

Research Methods – Presentation

Research Methods – 4000-word Research proposal

Dissertation

## University of Bolton – Policies and Procedures

### Extensions

It is important that all students look to complete their assessments at the specified times and dates. The programme is such that a missed assessment will add to any student’s workload in the programme. However, it is the case that sometimes emergency, health or personal situations can get in the way. In these circumstances the first step is to speak with your tutors who can provide a limited extension.

### Mitigating Circumstances

In circumstances where an extension is not going to be sufficient to allow for the completion of the assignment then students are required to use the University Mitigating Circumstances procedures as a means to provide a greater degree of flexibility in the completion of a set assignment or programme progression. Details of the University procedure, and the required application documentation can be accessed using the link below:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2021-2022/mitigating-circumstances-regulations-and-procedures-2021-22/>

This information can also be found by searching for University of Bolton Mitigating Circumstances.

### Academic Appeals

Should a student be in the position where they need to raise an appeal then the university has a full set of procedures that can be accessed, along with the required application documentation, using the link below:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2021-2022/mitigating-circumstances-regulations-and-procedures-2021-22/>

This information can also be found by searching for University of Bolton Appeals.

Appeals can be raised regarding any aspect of the programme of study from a failed application for mitigating circumstances to an appeal regarding the decision of the academic board.

### Academic Misconduct

Academic misconduct, broadly speaking, is any action which gains, attempts to gain, or assists others in gaining or attempting to gain unfair academic advantage. It includes plagiarism, collusion, contract cheating, and fabrication of data as well as the possession of unauthorised materials during an examination. Every current and former student of the University is expected to understand and abide by rules of behaviour which specifically prohibit academic misconduct.

Students should be aware that the University employs a wide range of devices that are designed to detect all aspects of Plagiarism. This involves the use of digital detection and the use of a viva system where students may be required to discuss their submission in detail.

Full details of the University Academic Misconduct Regulations and Procedures can be accessed using the link below:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2021-2022/academic-misconduct-regulations-and-procedures-2021-22/>

This information can also be found by searching for University of Bolton Academic Misconduct.



## **Roadmap 1**

**Week 1 to 4 – Tort, Legal Services and Assignment 1**

### Week 1 and 2 – Tort

**Workshop Description**

|  |
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| **Context**  Introduction  Historically tort law developed as a means of regulating and balancing the interests of people who often lived in close proximity in a rural society. In such an environment the law was focused on protecting an individual’s rights to property and on allowing a citizen to protect his own personal integrity from deliberate interference by others.  With industrialisation the law evolved to meet the needs of a much more sophisticated society. The focus began to shift away from protecting personal rights to providing compensation for injuries often caused by carelessness in a society which became increasingly mechanised.  The historical development of the law is not without significance today. You will read in textbooks about the old ‘writ system’. Many of the distinctions that still exist between the various modern torts can be traced back to and explained by reference to this.  You will read, about the various aims and functions of the law of tort as it now exists in the modern world. Significantly tort provides the main way in which victims of ‘wrongs’ can achieve redress. |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   * Negligence. * Remedies and defences. * Occupiers’ liability. * Product liability. * Nuisance and the rule in Rylands v Fletcher.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core principles of tort**  Negligence:   * duty of care (standard (general and professional)) and breach * causation (single and multiple) * remoteness and loss * principles of remedies for personal injury and death claims * claims for pure economic loss arising from either a negligent act or misstatement * claims for psychiatric harm * employers’ primary liability (operation and effect of the common law principles).   Defences:   * consent * contributory negligence * illegality * necessity.   Principles of vicarious liability  Occupiers’ Liability:   * legal requirements for a claim under the Occupiers’ Liability Act 1957 (in relation to visitors) and the Occupiers’ Liability Act 1984 (in relation to non-visitors) * defences * exclusion of liability.   Product liability:   * principles in negligence * principles of the Consumer Protection Act 1987.   Nuisance:   * public and private nuisance * the rule in Rylands v Fletcher * remedies (damages and injunctions) and defences. |

# https://www.pngitem.com/pimgs/m/136-1366991_map-point-circle-hd-png-download.png **Step 1 – Preparation**

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:



Read the following chapters from the Dispute Resolution in Contract and Tort Text book.

**Chapter 4**

**Chapter 5**



Watch the SQE Bitesize video entitled ‘Negligence – Duty of Care’

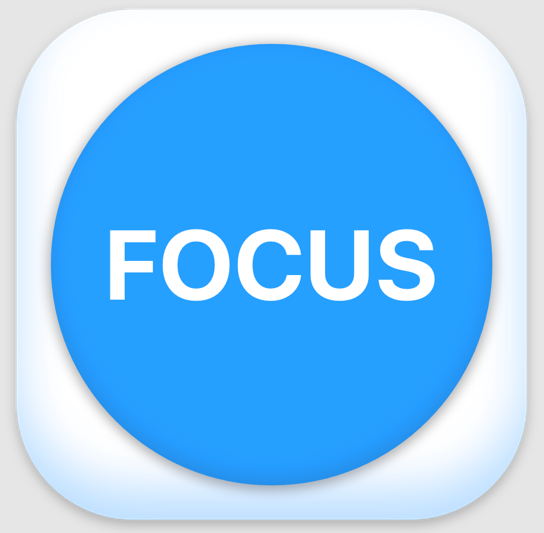
Watch the SQE Bitesize video entitled ‘Negligence – Breach of Duty’

Watch the SQE Bitesize video entitled ‘Negligence – Causation’

Watch the SQE Bitesize video entitled ‘Negligence – Pure Economic Loss’

Watch the SQE Bitesize video entitled ‘Negligence – Pure Psychiatric Harm’

Watch the SQE Bitesize video entitled ‘Negligence – Employers’ Liability’



**WEEK 1**

Negligence:

* duty of care (standard (general and professional)) and breach
* causation (single and multiple)
* remoteness and loss
* principles of remedies for personal injury and death claims
* claims for pure economic loss arising from either a negligent act or misstatement
* claims for psychiatric harm
* employers’ primary liability (operation and effect of the common law principles).

**WEEK 2**

Defences:

* consent
* contributory negligence
* illegality
* necessity.

Principles of vicarious liability

Occupiers’ Liability:

* legal requirements for a claim under the Occupiers’ Liability Act 1957 (in relation to visitors) and the Occupiers’ Liability Act 1984 (in relation to non-visitors)
* defences
* exclusion of liability.

Product liability:

* principles in negligence
* principles of the Consumer Protection Act 1987.

Nuisance:

* public and private nuisance
* the rule in Rylands v Fletcher
* remedies (damages and injunctions) and defences.

Ensure you are familiar with the SRA Rules of Conduct as they relate to conflicts of interests

# **Step 2 – Interaction**

Within the class sessions we will be working through a case study of a classic of the law of tort – namely the road traffic accident.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of running a legal case.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of SQE2 skills activities including:

* Case Analysis
* Attendance notes
* Legal Writing
* Legal Drafting

It is also important to note that during the sessions we will also review legal procedure including:

* The Civil Procedure Rules
* Pre-Action Protocols
* Part 36 of the CPR
* Court process

# Step 3 – Consolidation

It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Tort - Sample Questions – Week 1**

Question 1

A claimant is employed by a hospital as a research biochemist. One afternoon, while

conducting an experiment in the hospital laboratory, they lit a gas Bunsen burner and

there was a small explosion. As a result of the explosion the claimant sustained burns to

their hand.

The hospital have had the Bunsen burner inspected by an expert who has reported that

they cannot find anything wrong with it.

Which statement best explains whether the claimant will be owed a duty of care by the

hospital?

A Yes, because the type of harm was foreseeable, the claimant and the hospital were in

a proximate relationship and it is fair, just and reasonable to impose a duty of care on

the hospital.

B Yes, because there is an established duty between the claimant and the hospital as

the type of harm was foreseeable, the claimant and the hospital were in a proximate

relationship and it is fair, just and reasonable to impose a duty of care on the hospital.

C Yes, because there is an established duty between the claimant and the hospital.

D No, because the expert evidence suggests that it would not be fair, just or reasonable

to impose a duty of care on the hospital.

E No, because the expert evidence suggests that the harm suffered by the claimant was

unforeseeable.

Question 2

A claimant was severely injured while canoeing on a river on their own. They had previously

purchased a guidebook published by the defendant and chose a stretch of the river

because it was described in the defendant’s guidebook as ‘a pleasant paddle on the river’.

The description was in fact grossly inaccurate and the defendant has now changed their

description in their new edition of the guidebook to read ‘this part of the river is dangerous

and should not be attempted’.

There is no previous case law that establishes whether the defendant owes the potential

claimant a duty of care in negligence. The defendant is a registered charity and all

proceeds of the sale of their guidebook are used to promote their charitable purpose.

Which of the following statements best describes whether the defendant owes the

claimant a duty of care in negligence?

A Yes, because the claimant is a foreseeable victim. It seems likely that any lack of

care by the defendant in advising on the safety of the river could cause harm to the

claimant.

B Yes, because the claimant is a foreseeable victim and there was a relationship of

sufficient proximity between the claimant and the defendant to justify imposition of a

duty of care. The fact that the claimant had purchased the guidebook would determine

the issue.

C Yes, because the defendant chose to publish the guidebook and the defendant was

also clearly at fault. It is only fair, just and reasonable therefore that the claimant

should be owed a duty of care.

D No, because while the claimant is a foreseeable victim, the court will be reluctant to

find that the defendant undertook any responsibility towards the claimant. The court

may also consider policy issues and determine that it would be unfair for a charity to

be liable to the public in these circumstances.

E No, because while the claimant is a foreseeable victim, there was not a relationship

of sufficient proximity between the claimant and the defendant to justify imposition of

a duty of care. However, the court will not consider any policy issues as that is beyond

their remit.

Question 3

The claimant owns and occupies property which is next to a cinema. The cinema is being

redeveloped by the defendants. The defendants have commenced work, but leave the

building locked and unattended at night. Vandals have broken in on a few occasions and

started small fires. These fires were dealt with by the defendants. However, on the last

occasion the vandals broke in and started a large fire which spread and caused extensive

damage to the claimant’s property. The claimant is seeking advice as to whether it should

sue the defendants in negligence for the damage caused.

Which of the following statements best describes why the defendants do not owe the

claimant a duty of care in negligence?

A Because the general rule is that there is no duty of care owed for omissions.

B Because the duty on an occupier would be too wide if it was held responsible for

damage caused to neighbouring property by third parties entering the occupier’s

property.

C Because the claimant’s damage was caused by the defendants’ failure to act and the

defendants had no control over the vandals.

D Because the defendants are not at fault as they did not start the fire.

E Because there is never a duty of care owed by a defendant to a claimant for the

actions of third parties.

Question 4

The claimant was injured in a road traffic accident and taken by ambulance to their

local hospital. The defendant (a newly qualified casualty doctor) who saw the claimant

incorrectly diagnosed the claimant as having merely a sprained ankle and sent her home.

In fact, the claimant’s ankle was broken in two places, and the failure to diagnose and

treat the injury lead to permanent limp, which the claimant would not have if the break had

been treated correctly.

Independent medical evidence has been obtained which shows that the breaks showed

quite clearly on the x- rays taken at the time.

Which of the following statements best explains whether the defendant breached the

duty of care that they owed the claimant in negligence?

A No, because the defendant is a conscientious and careful doctor who only missed

seeing the breaks on the X- rays due to the increased pressure of work and the fact that

ward was understaffed at the time.

B No, because the defendant had only just qualified and was performing as well as any

newly qualified doctor in their position.

C Yes, because the defendant was at fault for not identifying the broken ankle on the

X- rays.

D Yes, because the defendant failed to meet the standard of care expected of the

reasonably competent newly qualified casualty doctor.

E Yes, because the defendant failed to meet the standard of care expected of the

reasonably competent casualty doctor.

Question 5

A man owns a house near to the boundary of his local cricket club. His garden boundary

is only 30 metres (100 feet) away from the cricket ground, and his house is only 18 metres

(60 feet) further away. Cricket balls have been hit onto his property 12 times in the last

12 months causing minor damage to his house.

The cricket club has a four- metre (13 feet) fence around the ground but have refused to

consider building a higher fence to prevent cricket balls from leaving the ground. The club

have stated that they do not have the money to fund the building of a newer fence. The

club have also stated that the man should appreciate that the playing of sport is a ‘good

thing’ and that he should simply put up with the risk of his house being hit by cricket balls

‘every now and then’.

Which of the following statements best describes whether a court would decide that the

cricket club have breached their duty of care in negligence?

A Yes, because the cricket club could reasonably foresee that the damage to the man’s

house was likely.

B Yes, because the cricket club could reasonably foresee that the damage to the man’s

house was likely and the cost of building a higher fence was reasonable in the

circumstances.

C Yes, because the cricket club could reasonably foresee that the damage to the man’s

house was likely and the public interest in the playing of sport is not a relevant

consideration.

D No, because, the cricket club could reasonably foresee that the damage to the man’s

house was likely but the cricket club did not have the resources to prevent the risk.

E No, because the cricket club could reasonably foresee that the damage to the man’s

house was likely and the court are bound by the fact that it is the common practice of

cricket clubs to have fences that are not higher than four metres.

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Question 6

A defendant is being sued for damages arising out of a road traffic incident. The allegation

is that the defendant failed to wait at a ‘Give way’ sign and pulled out into the path of the

claimant at a road junction. The claimant was riding a bicycle and suffered a broken collar

bone as a result of falling off their bike while, the claimant alleges, swerving to avoid the

defendant’s car. The defendant denies the allegations and believes that the claimant fell

off their bike because they were texting on a mobile phone.

The police attended the incident and the defendant subsequently received a fixed penalty

fine for driving a vehicle without road tax. The claimant’s solicitor has reported that they

have two independent witnesses who will support the claimant’s version of events. The

defendant’s solicitor has not been able to locate any witnesses to support the claimant’s

version of events.

Which of the following statements best explains why it is likely that the defendant would

be found to have breached their duty of care to the claimant?

A Because the claimant will be able to rely upon the criminal conviction.

B Because the defendant will not be able to prove on the balance of probabilities that

they did not fall below the standard of the reasonable driver.

C Because the claimant will be able to rely upon the maxim res ipsa loquitur as the

defendant was in control of the car and such incidents do not normally happen without

a defendant’s negligence.

D Because, on the balance of probabilities, the court is likely to decide that the claimant’s

evidence has proven that the defendant fell below the standard of the reasonable

driver.

E Because the claimant will be able to rely upon the maxim res ipsa loquitur as the

defendant was in control of the car, such incidents do not normally happen without a

defendant’s negligence and the cause of the accident is not known to the claimant.

Question 7

A solicitor acts for a client who was injured while a passenger in a taxi. The client was

travelling in the taxi when a motorbike driver pulled out of a side road and drove into the

path of the taxi. The client says that no collision in fact occurred between the vehicles but

the client was thrown sideways when the taxi driver had to swerve quickly to avoid the

motorbike. This caused the client to injure their head as it hit the inside window of the taxi.

The Police Accident Report confirms that the motorbike driver had ignored a ‘Give Way’ sign

and that the taxi driver was travelling at 40 mile per hour on a road where the speed limit

was 30 miles per hour. Expert evidence confirms that, if the taxi driver had been driving within

the speed limit, then they would not have had to swerve to avoid the motorbike.

Which of the following statements best explains how the client will be able to show that

the breach of duty by the taxi driver is a factual cause of their injury?

A Because but for the breach of duty by the taxi driver, the client would not have been

injured.

B Because but for the breach of duty by the motorbike driver, the client would not have

been injured.

C Because the actions of the motor bike driver should have been reasonably foreseeable

by the taxi driver.

D Because the breach of duty by the taxi driver made a material contribution to the

injuries suffered by the client.

E Because the injury suffered by the client is a reasonably foreseeable consequence of

the taxi driver’s breach of duty.

Question 8

A claimant suffered a badly broken leg while being a passenger on a motorbike driven by

the defendant. The defendant pulled out of side road into the path of an oncoming car. The

claimant feared that the car would hit the defendant’s motorbike. In order to avoid this, they

jumped from the motorbike and broke their leg in the fall. In fact, the car driver managed

to swerve around the defendant’s motorbike and avoided a collision.

Which of the following statements best explains how the claimant will be able to show

that the fact that she jumped off the motorbike did not act as an intervening act that

broke the chain of causation?

A Because the claimant’s act of jumping off the motorbike was entirely reasonable in the

circumstances that she was in at the time.

B Because the claimant’s act of jumping off the bike ought to have been foreseen by the

defendant as a likely consequence of their negligence.

C Because the claimant’s act of jumping off the bike caused an injury that was

reasonably foreseeable.

D Because the claimant’s act of jumping off the bike caused an injury of a type that was

reasonably foreseeable, even if the precise way it happened was not foreseeable.

E Because the claimant’s act of jumping off the bike caused an injury of a type that was

reasonably foreseeable, even if the precise extent of the injury was not foreseeable.

Question 9

A solicitor is instructed by a client who has suffered a bad head injury due to an accident

at work. His employers’ have admitted that they breached the duty they owed the client

but are disputing liability on the issue of causation. The employers’ argument is that, while

the client was healthy at the time of the incident, medical evidence shows that concussion

injuries from playing rugby resulted in the long- term effects of the head injury due to the

accident being much worse than they would have been otherwise. The employers have

made an offer to settle based upon the effects of the head injury on a person who did not

have any pre- accident concussion injuries.

Which of the following statements best explains whether the solicitor should advise the

client to accept the employers’ offer?

A No, because the additional long- term effects of the client’s head injury were

reasonably foreseeable.

B No, because the head injury was reasonably foreseeable and the employer is liable for

the full extent of the harm, even if the additional long- term effects of the client’s head

injury were not foreseeable.

C No, because the head injury was reasonably foreseeable and the employer is liable

for the full extent of the harm, even if the precise way the head injury occurred was not

foreseeable.

D Yes, because the additional long- term effects of the client’s head injury were not

reasonably foreseeable.

E Yes, because the additional long- term effects of the client’s head injury were caused by

the client.

Question 10

A solicitor has been instructed by a mother and daughter for advice on potential claims

that they may have against a cosmetic surgeon. The mother received cosmetic filler

treatment to her face in preparation for the daughter’s wedding. This went wrong and

caused substantial swelling and pain to her face. As a result of the treatment the mother

was unable to work for three months. The mother is a presenter on an online shopping

channel and has lost a significant amount of income. The daughter felt that she had no

choice but to cancel the wedding because her mother would have been unable to attend.

The daughter has lost a substantial amount of money as a consequence of this.

Which of the following statements best explains whether the clients would be

compensated for their financial losses if the cosmetic surgeon’s negligence was proven

to have caused their loss?

A Neither the mother nor the daughter would receive compensation for their financial

losses because they have suffered pure economic loss.

B Both the mother and the daughter would receive compensation for their financial losses

because there is an established duty of care between doctors and patients.

C Only the mother would receive compensation for her financial losses because they are

owed a duty of care for their pure economic loss. The daughter would not be owed a

duty of care for her pure economic loss because there was not a ‘special relationship’

between her and the surgeon.

D Only the mother would receive compensation for her financial losses because there is

an established duty of care between doctors and patients. The daughter’s loss is too

remote.

E Only the mother would receive compensation for her financial losses because there

is an established duty of care between doctors and patients. The daughter would not

be owed a duty of care for her pure economic loss because there was not a ‘special

relationship’ between her and the surgeon.

Question 11

A client has consulted a solicitor about problems they are having with a new computerised

record system. The client provides employers with security checks on prospective new

employees. It does this using the computerised record system to search for information

about credit records, county court judgments, and criminal convictions.

The record system was purchased from a retail company specialising in the supply of

computer systems comprising both hardware and software. The client has encountered

a fault in the computer hardware. The client did initially complain to the retail company.

However, they have received no reply and it seems that this company may have ceased

trading.

The hardware was manufactured by another large and reputable company. This company

has accepted that there is a fault in the hardware. It has offered to supply the replacement

parts at a discount.

The client has asked for advice on whether they should accept this offer, or whether, in fact,

they could sue the manufacturer for the full cost of a new system.

Which of the following statements best explains whether the client should accept the

offer by the manufacturer rather than suing the manufacturer for the full cost of a new

system?

A Yes, because, while the manufacturer has admitted liability, the client should avoid

incurring unnecessary legal costs.

B Yes, because the client has suffered pure economic loss and the manufacturer does not

owe them a duty of care. If they sue the manufacturer their claim is bound to fail.

C No, because the manufacturer owes the client an established duty of care and it has

admitted that it is in breach of that duty.

D No, because the client can sue the manufacturer in contract for the full cost of a

replacement system.

E No, because a duty of care is owed as there is a ‘special relationship’ between the

client and the manufacturer, and the manufacturer has admitted that it is in breach of

that duty.

Question 12

A solicitor is instructed by a client who wishes to bring a claim in negligence for substantial

losses arising from an investment they have made in buy- to- let properties. The client had

asked a friend, who is an estate agent, to advise on suitable purchases. The client had no

knowledge of the risks involved in buying properties for letting and had made it clear that

they would be relying on their friend’s skill and judgment. The client’s friend recommended

buying two houses near to a university with the stated aim that the houses would convert

into separate lettings for multiple occupation by students. The client bought the houses on

the basis of the friend’s recommendation. The client later discovered that the houses were

unsuitable for multiple occupation and has suffered a substantial loss of income from the

houses as a result. The client now wishes to recoup these losses from their friend.

Which of the following statements best explains whether the client is owed a duty of

care by their former friend?

A No, because there can never be a duty of care in respect of negligent advice given in

a social situation.

B No, because the client has suffered pure economic loss.

C Yes, because the former friend had assumed a responsibility to the client and it was

reasonable for the client to rely on the former friend for advice.

D Yes, because the former friend had assumed a responsibility to the client and the

former friend did not exclude their liability by way of a disclaimer.

E Yes, because it was reasonable for the client to rely on the former friend for advice and

the former friend did not exclude their liability by way of a disclaimer.

Question 13

A solicitor has been instructed by two trade union members: an older man and a younger

woman. They were both attending their annual conference when a car driver lost control

of their vehicle and crashed into the queue of people waiting to get into the conference.

The older man was in the queue. He suffered a minor injury to his leg but has also been

diagnosed with post- traumatic stress disorder (PTSD). The younger woman was on the

other side of the road at the time and saw the accident take place. She has also been

diagnosed with PTSD.

Which of the following statements best explains whether the clients would be

compensated for their PTSD if the car driver’s negligence was proven to have caused

their loss?

A Neither the older man nor the younger woman would receive compensation for their

PTSD because they have suffered pure psychological harm.

B Both the older man and the younger woman would receive compensation for their PTSD

because there is an established duty of care between road users and pedestrians.

C Only the older man would receive compensation for their PTSD because he is owed

a duty of care for his pure psychological harm as he is a primary victim. The younger

woman would not be owed a duty of care for her pure psychological harm as she is

neither a primary victim nor a secondary victim.

D Only the older man would receive compensation for their PTSD because there is an

established duty of care between road users and pedestrians. However, the younger

woman’s PTSD is too remote.

E Only the older man would receive compensation for their PTSD because there is an

established duty of care between road users and pedestrians. However, the younger

woman would not be owed a duty of care for their pure psychological harm as she is

neither a primary victim nor a secondary victim.

Question 14

A client has been diagnosed as suffering from post- traumatic stress disorder. This was

caused when the client was in a local park recently. They saw a lorry swerve out of control

and crash from a nearby road through the park railings and onto the area of grass where

children were playing together. The lorry hit one of the children who subsequently died.

The client was sitting on a park bench some distance away from the accident but they

witnessed the whole horrific event. They also went to the scene immediately afterwards to

try and help.

The insurers of the lorry have admitted liability for the death of the child.

Which of the following statements best explains whether the client would be owed a

duty of care for their post- traumatic stress disorder?

A Yes, because the insurance company has admitted liability for the death of the child.

B Yes, because while the client was not in any physical danger, the lorry driver owed a

duty of care to all foreseeable rescuers.

C Yes, because the client suffered a foreseeable psychiatric injury due to what they saw

and heard.

D No, because the client did not have a close tie of love and affection with the

dead child.

E No, because the client was not in any physical danger.

Question 15

A client is a firefighter and has been diagnosed as suffering from depression. This was

caused when the client attended an accident on a motorway. Two cars had collided and

crashed into the central reservation. The fire engine arrived on the scene within five minutes

of the accident. The client crawled into the wreckage to free a passenger in one of the

cars. Petrol was leaking from the car during this event but it did not, fortunately, ignite.

Which of the following statements best explains whether the client would be owed a

duty of care for their depression?

A Yes, because the client has suffered a foreseeable psychiatric injury due to what they

saw and heard.

B Yes, because the client was in danger of suffering a physical injury during the rescue.

C No, because the risk of physical injury was low as the fuel did not actually ignite.

D No, because the client did not have a close tie of love and affection with the

passenger in the car.

E No, because the client is a professional rescuer and they should be used to seeing

horrific scenes as part of their job.

Question 16

A solicitor’s client is an employee of a plastics company and works in its factory as an

operator of a machine that makes plastic cups. The plastics company has contracted with a

maintenance company for the maintenance of its plant and equipment.

The maintenance company had installed a fence to guard the dangerous moving parts on

the plastic cup machine. When the client first began to use the machine, they discovered

that, although there was a safety guard over the dangerous moving parts on the plastic

cup machine, the safety guard could easily be moved to one side. The client found that this

made their work on the machine much quicker. Due to this, the client developed the habit of

moving the safety guard to one side when they were working on the machine.

One day the client caught their hand in the machine and suffered severe injury,

necessitating the amputation of their hand.

Which of the following statements best explains whether the plastics company has

breached the duty of care that it owes to your client?

A No, because the plastics company has supplied safe plant and equipment as there

was a safety guard around the dangerous parts of the machine.

B No, because the plastics company took all reasonable care in selecting the

maintenance company to carry out the maintenance of its plant and equipment.

C No, because the client was at fault in moving the safety guard to one side.

D Yes, because the duty to provide a safe system of work is relevant as the client should

not have been able to move the safety guard and continue working on the machine.

E Yes, because the plastics company will automatically be found to be liable in

negligence as there is a regulation under the Health and Safety at Work Act 1974

that covers safety guards.

Question 17

A solicitor is instructed by a supermarket in relation to a claim that a female employee is

bringing against it in negligence.

A male employee was employed to collect up shopping trolleys from the supermarket car

park. This man often decided to gather all the available shopping trolleys at once so as to

make his job quicker. This was in direct contravention of an instruction from the supermarket

that he should only gather and move five trolleys at a time. As the man was pushing a long

row of trolleys he lost control of them. They crashed into the female employee, causing a

nasty injury to her ankle.

The team leader in charge of the man’s work had previously noticed his practice of

collecting more than five trolleys at a time. The team leader told the man on three

occasions that he must collect only five trolleys at a time. However, the man ignored these

instructions. The team leader eventually gave up ordering the man not to collect more than

five trolleys at a time and did nothing more about it.

Which of the following statements best explains whether the supermarket would be

found to have breached the duty of care that it owes to the female employee?

A Yes, because the male employee is clearly incompetent.

B Yes, because the team leader is clearly incompetent.

C Yes if the female employee can show that the supermarket either knew that the team

leader was not properly supervising the male employee, or that it ought to have known.

D No, because the supermarket had put in place a safe system of work which was

implemented by employing a team leader to supervise its employees.

E No, because the team leader was responsible for the relevant aspect of the safe

system of work.

Question 18

A company has been notified of a claim for damages for occupational stress by a former

employee. The former employee was the company’s human resources (HR) manager. Prior

to their resignation, the former employee dealt with redundancy dismissals of several

staff. The former employee has been diagnosed with depression and alleges that this was

caused by the actions of the company.

The company has instructed its solicitor to defend the claim. The company’s instructions

are that they were aware that dealing with the redundancies was a very stressful task and

that a director therefore offered to help the former employee on a number of occasions.

However, the former employee told the director that they were happy to deal with

redundancies on their own.

Which of the following statements best explains whether the company would be

successful in arguing that it did not owe a duty of care to the former employee for

occupational stress?

A Yes, because there is an established duty of care between employers and their

employees.

B Yes, because there is an established duty of care between employers and their

employees. The relevant aspect of the duty is a safe system of work.

C Yes, injury to health through stress at work was reasonably foreseeable because the

former employee was carrying out a particularly stressful task.

D No, because the former employee was neither at risk of foreseeable physical injury nor

the witness to a shocking event involving someone they were in a close tie of love and

affection with.

E No, because injury to health through stress at work was not reasonably foreseeable

because the former employee was a HR manager and the former employee told the

director that they were happy to deal with redundancies on their own.

**Tort - Sample Questions – Week 2**

Question 1

A solicitor acts for a client who is being sued in negligence. The solicitor’s instructions are

that the client was giving the claimant (the 8- year- old son of the client’s friend) a lift in

the client’s car when they had to carry out an emergency stop. The claimant was thrown forward and hit the back of the driver’s seat. The claimant suffered a broken collar bone

as a result. The client confirms that they did not ensure that the claimant was wearing a

seatbelt. They had presumed that either the claimant’s father had secured the claimant’s

seatbelt when they had sat the claimant in the car or that the claimant themselves had

fastened the seatbelt.

The solicitor has advised the client that it is likely that they will be held to have breached

the duty of care they owed to the claimant and that the breach caused the claimant’s injury.

The solicitor is considering the applicability of any available defence(s).

Which of the following statements best explains whether the client will be able to

successfully rely on an applicable defence?

A Yes, because the claimant’s father was clearly contributorily negligent and this can be

argued to reduce the level of compensation the client will have to pay the claimant.

B Yes, because the claimant was clearly contributorily negligent.

C Yes, because the claimant’s father consented to the risk of their son’s injury when they

sat the claimant in the client’s car without ensuring that the seatbelt was fastened.

D No, because the claimant’s age makes it highly improbable that the claimant would be

found to have been contributorily negligent.

E No, because, as the claimant’s father did not know of the risk of the client carrying out

an emergency stop, they could not be said to have consented to the risk.

Question 2

A claimant suffered a badly broken leg while being a passenger on a motorbike driven by the defendant. The defendant pulled out of a side road into the path of an oncoming

car. The claimant feared that the car would hit the defendant’s motorbike. In order to

avoid this, they jumped from the motorbike and broke their leg in the fall. In fact, the car

driver managed to swerve around the defendant’s motorbike and avoided a collision. The

claimant was not wearing a crash helmet. The Police Accident Report confirms that the

defendant was required to undertake a breath test after the accident. This indicated that

the defendant’s blood alcohol level was in excess of the legal limit.

Which of the following statements best explains why the defendant may be able to successfully rely on an applicable defence?

A Because the defendant will be able to rely upon the defence of illegality as the

claimant was not wearing a crash helmet.

B Because the defence of contributory negligence could be relied upon by the defendant

if it can be proven that the claimant must have known that the defendant was

intoxicated.

C Because the claimant was clearly contributory negligent by jumping off the motorbike.

D Because the claimant was clearly contributory negligent by not wearing a crash helmet.

E Because the claimant clearly consented to the risk of injury by travelling as the

defendant’s passenger when it would have been obvious that the defendant was

intoxicated.

Question 3

The claimant is a specialist machine tool operator whose hand was crushed in a setting

machine. Their employer has admitted liability. The claimant earned £30,000 net prior to

the accident with the expectation that they would have been promoted to a position with

a salary of £40,000 net. Medical evidence confirms that the claimant will never be able

to return to their previous occupation. However, the medical evidence also confirms that

they should be able to return to work in a less skilled occupation earning £15,000 net. The

claimant is 30 years old and plans to retire at 65.

Which of the following statements best explains how the claimant’s claim for future loss

of earnings should be calculated?

A Multiplier (35) x Multiplicand (£25,000 (£40,000 minus £15,000)).

B Multiplier (35) x Multiplicand (£40,000).

C Multiplier (35.11) x Multiplicand (£25,000 (£40,000 minus £15,000)).

D Multiplier (35.11) x Multiplicand (£30,000).

E Multiplier (35.11) x Multiplicand (£40,000).

Question 4

A solicitor acts for the estate of a person who was killed when a driver negligently collided

into them. The defendant’s insurer has admitted liability. The deceased was a single parent

of a daughter aged 18 years. The daughter has a place to go to university full- time later in

the year. Under the deceased’s will they left all of their estate to their daughter. The estate

has been valued at £1.5 million.

Which of the following statements best explains whether the deceased’s daughter’s

claim for loss of dependency will be successful?

A Yes, because the deceased’s daughter is on the statutory list of people who can claim.

B Yes, because the daughter was clearly financially dependent on the deceased.

C Yes, because the deceased’s daughter is on the statutory list of people who can claim

and they were clearly financially dependent on the deceased.

D No, because the daughter is aged 18 and, therefore, an adult.

E No, because the daughter is due to inherit £1.5 million and cannot, therefore, be said

to be financially dependent upon the deceased.

Question 5

A solicitor acts for the estate of a mother who was negligently killed in a workplace

incident. The defendant’s insurer has admitted liability. The deceased had a spouse and

twin children aged 6 months.

Which of the following statements best explains whether the deceased’s children’s

claim for damages for bereavement will be successful?

A Yes, the children have clearly suffered sorrow and grief as a result of their mother’s

death. The amount will be determined by the court.

B Yes, the children have clearly suffered sorrow and grief as a result of their mother’s

death. The amount of damages is a fixed sum.

C Yes, because the children are on the statutory list of people who can claim. However,

the damages will be split between the children and the deceased’s spouse.

D No, because the award of damages for bereavement is a matter of the discretion of

the court and, because of their age, it cannot be said that the children have suffered

sorrow and grief as a result of their mother’s death.

E No, because the children are not on the statutory list of people who can claim.

Question 6

A solicitor’s client is an employee of a plastics company and worked in its factory as an

operator of a machine that makes plastic cups. The plastics company has contracted with a

maintenance company for the maintenance of its plant and equipment.

The maintenance company had installed a fence to guard the dangerous moving parts on

the plastic cup machine. When the client first began to use the machine, they discovered

that the safety guard could easily be moved to one side. The client developed the habit of

moving the safety guard to one side when they were working on the machine because they

could work more quickly.

Another employee, the supervisor in charge of the client’s work, had noticed this practice.

At first the supervisor told the client that they must only use the machine with the fence

in place. However, the client ignored this instruction and continued to move the fence.

Eventually, the supervisor gave up ordering the client to replace the fence when using the

machine.

One day the client caught their hand in the machine and suffered severe injury,

necessitating the amputation of their hand.

Which of the following statements best explains why the plastics company may be held

to be vicariously liable for the client’s injuries?

A Because the maintenance company was negligent in carrying out the task of

maintaining the equipment.

B Because the plastics company was negligent by breaching its duty to provide a safe

system of work.

C Because the supervisor breached the duty of care they owed the client. This breach

caused a loss to the client that was not too remote. This employee was therefore

negligent during the course of their employment.

D Because, while the supervisor breached the duty of care they owed the client, the

supervisor is unlikely to have the funds to compensate the client.

E Because the plastics company is insured to cover the client’s loss.

Question 7

A solicitor is instructed by an employee of a company which wishes to commence a claim

for damages for a personal injury they suffered while at work. The company supplies and

erects scaffolding for the construction of buildings.

The company’s Operations Manager carried out a training session with all employees

to remind them of the safe methods to be used when dismantling and lowering the

scaffolding to the ground.

However, after this training some employees still often dropped pieces of scaffolding down

to other employees while dismantling the scaffolding. They usually made sure the other

employees were looking up at them at the time. Another employee who was the client’s

supervisor was aware of this practice but ignored it even though it was contrary to the

Manager’s training. They did this because the practice saved time and, therefore, money.

The client’s injuries occurred when a fellow employee was dismantling scaffolding and

dropped a large pole from above and it struck the client heavily.

Which of the following statements best explains whether the scaffolding company will

be vicariously liable for the injury to the client?

A No, because the company trained their employees in the safe method of dismantling

and lowering the scaffolding and was not, therefore, at fault in any way.

B No, because the supervisor and the fellow employee were acting outside of the course

of their employment by acting contrary to their express instructions.

C Yes, because the actions of the supervisor and the fellow employee benefitted the

company’s business.

D Yes, because the negligent actions of the supervisor and the fellow employee

benefitted the company’s business.

E Yes, because the actions of the supervisor and the fellow employee were clearly

negligent.

Question 8

A solicitor is instructed by a supermarket in relation to a claim for damages for personal

injury that one of its customers is bringing against it.

One of the supermarket’s employees was employed to collect up shopping trolleys from the

supermarket car park. As the employee was pushing a long row of trolleys they lost control

of them. They crashed into a car owned by the customer’s daughter.

The customer of the supermarket witnessed these events. They went to the store supervisor

and reported what they had seen, making it clear that the accident was the employee’s

fault. The employee overheard this conversation and became very angry. As the customer

left the store the employee followed them out and attacked them in the car park. The

employee pushed the customer violently causing them to fall to the floor and then kicked

him, breaking the customer’s wrist.

Which of the following statements best explains whether the supermarket will be

vicariously liable for the injury to the customer?

A Yes, because the employee committed a tort during the course of their employment;

there was a sufficiently close connection between the employee’s job and the tort they

committed.

B Yes, because the employee committed a tort during the course of their employment;

there was a sufficiently close connection between the employee’s job and the tort they

committed to make it fair and just for the employer to be held liable for the employee’s

actions.

C No, because, while the employee committed the tort during the course of their

employment, the employee’s actions were intentional and employers can only be held

vicariously liable for the negligent acts of their employees.

D No, because the employee committed an intentional tort which did not benefit the

employer’s business and it would not be fair or just to impose liability on the employer.

E No, because, while the employee committed the tort during the course of their

employment, it would not be fair or just to hold the employer vicariously liable for an

act which did not benefit the employer’s business.

Question 9

A solicitor’s client owns and runs a hotel. Their in- house maintenance team have

been repairing a leak in the fountain that is in the hotel foyer. To access the leak, the

maintenance team have had to remove a marble slab from the surface of the floor which

exposed a large hole. A hotel guest, running to catch the lift in the hotel foyer and carrying

a heavy suitcase, fell into the hole, breaking their pelvis as a result. There is a large notice

at the reception desk, at the entrance to the foyer, stating: ‘Warning Fountain Repair

Work: The hotel management apologises for any inconvenience caused by repair work

being carried out in the hotel foyer but accepts no responsibility for any injury, loss, or

damage howsoever caused to guests.’

Which of the following statements best explains whether the hotel will be liable for the

injury to the guest?

A Yes, because the warning did not enable the guest to be reasonably safe as it was too

general in nature.

B Yes, because the warning did not enable the guest to be reasonably safe as it was too

general in nature. However, it is likely that the guest’s damages will be reduced as they

were contributory negligent.

C No, because, while the warning did not enable the guest to be reasonably safe as it

was too general in nature, the hotel have excluded their liability.

D No, because reasonable steps have been taken to bring the risk of the problem to the

guest’s attention and the wording of the warning covers the loss suffered by the guest.

E No, because the warning enabled the guest to be reasonably safe as the hole was an

obvious danger.

Question 10

A solicitor’s client owns and runs a clothes shop. They contracted with a known and

reputable company to supply and fit new stairs to the second floor of the shop. The work

was carried out one evening while the shop was closed to customers. The next day a

customer trod on a long protruding nail in the middle of the bottom step, causing a severe

injury to their foot.

Which of the following statements best explains whether the shop owner will be liable

for the injury to the customer?

A No, because the shop owner used a reputable company to carry out the work and

is therefore not at fault in any way. The customer should bring their claim against the

company that installed the stairs.

B No, because the shop owner used a reputable company to carry out the work and it

was not reasonable for the shop owner to check the stairs before opening the shop to

the public. The customer should bring their claim against the company that installed the

stairs.

C Yes, because the customer was injured due to a breach of the duty of care the shop

owner owes their visitors.

D Yes, because the customer was injured due to a breach of the duty of care the shop

owner owes their visitors. The shop owner cannot delegate this duty of care to the

company that installed the stairs.

E Yes, because, despite the fact that the shop owner used a reputable company to carry

out the work, it was reasonable to expect the shop owner to check the stairs before

opening the shop to the public.

Question 11

A solicitor is instructed by a client who broke their leg and damaged an expensive watch

when they fell while attempting to break into a factory by climbing over one of the ten- foot high

perimeter walls. Following several recent break- ins, the factory owner had installed

an electrified wire along the top of all the perimeter walls. The factory owner accepts that

there is not a notice warning of the wire’s presence on the wall. The solicitor’s client fell

upon touching this wire.

There is a prominent notice at the entrance to the factory which reads: ‘The owner accepts

no liability for any injury or damage suffered by anyone, howsoever caused, on these

premises.’

Which of the following statements best explains whether the client will be successful in

their claim against the factory owner?

A Yes, because, the factory owner was clearly aware of the danger, knew that trespassers

could come within the vicinity of the danger and the danger of touching an electrified

wire was a hidden hazard. The factory owner was, therefore, expected to offer some

protection against the risk of falling off the wall, e.g. a warning sign. The breach of this

duty of care caused the client’s injuries and property damage.

B Yes, because, the factory owner was clearly aware of the danger, knew that trespassers

could come within the vicinity of the danger and the danger of touching an electrified

wire was a hidden hazard. The factory owner was, therefore, expected to offer some

protection against the risk of falling off the wall, e.g. a warning sign. The breach of this

duty of care caused the client’s injuries and property damage. However, the client will

not be able to claim for their damaged watch.

C No, because the factory owner can rely upon the defence of illegality to defeat

the claim.

D No, because the client was a trespasser and will not be owed a duty of care by the

factory owner. While the factory owner was clearly aware of the danger and knew that

trespassers could come within the vicinity of the danger, the danger of falling off the

wall was an obvious hazard. The factory owner was not, therefore, expected to offer

any protection against the risk of falling off the wall.

E No, because the factory owner can rely upon the defence of exclusion of liability to

defeat the claim.

Question 12

A solicitor is instructed by a manufacturer of exercise bikes. They have been notified of

a claim by a customer. The details of the claim are that the customer bought one of the

top- of- the- range exercise bikes from a sports shop that has subsequently ceased trading.

They took the bike home, opened the packaging that the bike was supplied in by the

manufacturer and read the instruction booklet carefully before using it for the first time. The

customer is a professional violinist and decided to practise their violin at the same time as

trying out the exercise bike. After a couple of minutes the seat post on the bike collapsed.

The customer fell off the bike, broke their arm, smashed their glasses worth £150, and

caused extensive damage to their very expensive violin. The customer wants compensation

for all these losses and also the cost of a replacement bike. The customer has had the

bike inspected by an expert who believes that the seat post collapsed due to insufficient welding on the bike. The expert believes that this defect would not have been apparent on

a visual inspection of the bike.

All the manufacturer’s products are sold subject to an exclusion of liability clause for all

losses, howsoever caused.

Which of the following statements best explains whether the manufacturer may be

liable for the customer’s losses in negligence?

A No, because the manufacturer did not owe a duty of care to the customer. The duty of

care was owed by the sports shop.

B No, because the customer will not be able to prove breach of duty of care by the

manufacturer.

C No, because the manufacturer will be able to rely on its exclusion of liability for all the

customer’s losses.

D Yes, because the customer is likely to succeed in proving liability for all their losses

except the cost of the bike.

E Yes, because the customer is likely to succeed in proving liability for all their losses

except the cost of the replacement bike and the damage to the very expensive violin.

Question 13

A solicitor is instructed by a manufacturer of exercise bikes. They have been notified of

a claim by a customer. The details of the claim are that the customer bought an exercise

bike from a sports shop. They took the bike home, opened the packaging that the bike

was supplied in by the manufacturer and read the instruction booklet carefully before using it for the first time. After a couple of minutes the seat post on the bike collapsed.

The customer fell off the bike, broke their arm, and smashed their glasses worth £150.

They also caused extensive damage to their very expensive violin that was near the bike

at the time. The customer is a professional violinist and wants compensation for all these

losses, their income lost as a result of not being able to play the violin and the cost of a

replacement bike.

The manufacturer has made thousands of this particular exercise bike without any

complaints of this nature. They have investigated their production records and are confident

that they are not at fault in any way.

All the manufacturer’s products are sold subject to an exclusion of liability clause for all

losses, howsoever caused.

Which of the following statements best explains whether the manufacturer may be

liable for the customer’s losses under the Consumer Protection Act 1987?

A Yes, because the manufacturer will probably be held liable for all the losses except the

cost of the replacement bike and the cost of the glasses.

B Yes, because the manufacturer will probably be held liable, but only for the personal

injury and the customer’s lost income.

C No, because the customer should be bringing a claim against the sports shop in

contract.

D No, because the manufacturer will be able to rely on its exclusion of liability for all the

customer’s losses if the clause is fair.

E No, because the customer will not be able to prove that the manufacturer was at fault.

Question 14

A client has sought advice of a solicitor arising from the following events. The client lives in

a ground floor flat. The client works from home as an IT consultant and their very expensive

laptop, which they use for their work, has been damaged beyond repair. This was caused

by water from a washing machine in the flat upstairs leaking into their flat. The owner of

the upstairs flat’s washing machine was brand new and was installed by an independent

contractor. It appears that the contractor had forgotten to correctly tighten one of the hoses

on the washing machine and this is why the water leaked into the client’s flat.

Which of the following statements best explains whether the client may be successful in

a claim for the cost of their laptop against the independent contractor under both the

Consumer Protection Act 1987 (CPA 1987) and negligence?

A No, because it is not generally possible for a claim to be commenced under both the

CPA 1987 and negligence; claimants must choose between the two claims.

B No, because, while a claim under the CPA 1987 may succeed as the washing machine

was defective, the claim in negligence is bound to fail as the independent contractor

was not a manufacturer.

C No, because the claim under the CPA 1987 is bound to fail as the independent

contractor is not a potential defendant under the CPA 1987. The claim under

negligence may succeed.

D Yes, because liability under the CPA 1987 is strict and the claim under negligence may

also succeed.

E Yes, because the independent contractor is a potential defendant under the CPA 1987

and liability under the CPA 1987 is strict. The claim in negligence may also succeed.

### Week 3 – Legal Services

**Workshop Description**

|  |
| --- |
| **Context**  Introduction  The legal services market has gone through successive periods of significant change in recent years. Legal work was once almost exclusively conducted by solicitors and barristers.  They continue to occupy the largest part of the sector in England and Wales and their numbers have increased in response to a growing demand for legal services. That demand is a product of a number of factors, including globalisation of the economy, the incorporation of EU law, increasing affluence and the internet age.  However, these factors, together with a political desire to increase competition, have also brought others into the market. Now clients are able to look to an increasing range of providers delivering legal services in both traditional and innovative of ways. |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   * Legal services.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

|  |
| --- |
| **Core principles of Legal Services**  **The regulatory role of the SRA:**   * principles and risk-based regulation   + reserved legal activities   + professional indemnity insurance   + other regulated providers of legal services * overriding legal obligations   + The Equality Act 2010   + money laundering     - purpose and scope of anti-money laundering legislation including the international context     - circumstances encountered in the course of practice where suspicion of money laundering should be reported in accordance with the legislation     - the appropriate person or body to whom suspicions should be reported, the appropriate time for such reports to be made and the appropriate procedure to be followed     - direct involvement and non-direct involvement offences, and defences to those offences under Proceeds of Crime Act 2002     - due diligence requirements   + Financial services     - the financial services regulatory framework including authorisation, and how it applies to solicitors' firms     - recognition of relevant financial services issues, including the identification of specified investments, specified activities and relevant exemptions     - application of the Financial Services and Markets Act 2000 and related secondary legislation to the work of a solicitor     - appropriate sources of information on financial services.   Funding options for legal services:   * + private retainer   + conditional fee arrangements   + damages based agreements   + fixed fees   + eligibility for criminal and civil legal aid   + third party funding   + legal expenses insurance. |

# https://www.pngitem.com/pimgs/m/136-1366991_map-point-circle-hd-png-download.png **Step 1 – Preparation**

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:



Read the following chapters from the Public Law, Legal Services & the Legal System Text book.

**Chapter 11**

**Chapter 12**

**Chapter 13**



Watch the SQE Bitesize video entitled ‘The Regulatory Role of the SRA’

Watch the SQE Bitesize video entitled ‘Providers of Legal Services’

Watch the SQE Bitesize video entitled ‘Equality Act 2010’

Watch the SQE Bitesize video entitled ‘Financial Services’

Watch the SQE Bitesize video entitled ‘Money Laundering’

Watch the SQE Bitesize video entitled ‘Proceeds of Crime Act 2002’

# **Step 2 – Interaction**

Within the class sessions we will be working through a range of key aspects of how legal services are provided to business and consumers in the UK.

The sessions will look to introduce you to a range of practical activities as well as procedural and operational aspects of running a legal practice

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of skills activities including:

The role of the Solicitors Disciplinary Tribunals

Billing a Legal File

Money Laundering and Financial Services

Conditional Fee Agreements

# **Step 3 – Consolidation**

It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

Question 1

Three friends decide to set up a firm offering conveyancing services to members of the

public. None of the friends are solicitors.

Which of the following best describes the position regarding the regulatory

requirements which will apply to the proposed firm?

A The firm must be authorised by the SRA.

B There is no need for the firm to be authorised.

C The firm must be authorised by the Legal Services Board.

D The firm must be authorised by an approved regulator.

E Authorisation for the firm is dealt with outside the Legal Services Act 2007.

Question 2

A solicitor is authorised to provide legal services by the SRA.

Which of the following best describes the effect of authorisation?

A The solicitor can provide all reserved legal activities.

B The solicitor will be subject to regulation by the SRA in respect of all the legal services

they provide.

C The solicitor is only subject to regulation by the Legal Services Board in respect of the

reserved legal activities they carry out.

D The solicitor is absolved from the need to comply with any further regulatory

requirements.

E The solicitor is only subject to regulation by the SRA in respect of the reserved legal

activities they carry out.

Question 3

Having completed all the necessary training requirements a man wishes to apply for

admission to the roll of solicitors.

At the end of their final year at university the man was drinking with some fellow students in

a local bar. A fight broke out in which the barman was punched in the face and sustained

a black eye. The fight was broken up by the other bar staff. The bar owner put the fight

down to student ‘high spirits’ and decided not to call the police; instead they reported

the incident to the university authorities. The university carried out an investigation. At first

the man denied being in the bar, but CCTV footage showed that it was the man who had

punched the barman. The man was formally disciplined by the university. The incident was

completely out of character. The man has not been involved in anything similar before

or since.

Should the man tell the SRA about the disciplinary proceedings?

A No, because the man was not convicted of a criminal offence.

B No, because the incident took place too long ago to be of relevance in assessing the

man’s character and suitability.

C No, because the fact that it was an isolated incident demonstrates that the man is of

good character.

D Yes, because there is a risk that the university will inform the SRA.

E Yes, because the incident is relevant to the assessment of the man’s character and

suitability.

Question 4

A solicitor decides to set up in business as a sole practitioner carrying out niche private

client work for high net worth individuals. The solicitor anticipates that they will regularly be

dealing with estates in excess of £20 million. The solicitor will be authorised by the SRA as

a recognised sole practice.

Which of the following best describes how the requirements in respect of professional

indemnity insurance applies to the solicitor?

A The solicitor can limit their liability at below £2 million.

B The cover must be for at least £3 million.

C The cover will need to be in excess of the minimum terms and conditions set under the

SRA Indemnity Insurance Rules.

D Having taken out professional indemnity insurance the solicitor will be absolved from

liability for negligence.

E The solicitor is not required to meet the minimum terms and conditions set under the

SRA Indemnity Insurance Rules.

Question 5

Having completed all the necessary training requirements, a prospective solicitor has

been offered a position as an assistant solicitor in the Family Department of a large firm

of solicitors authorised by the SRA. In order to take up the offer, the prospective solicitor

will be applying for admission to the roll of solicitors. There is no reason to think that the

application will be refused.

Is it necessary for the prospective solicitor to obtain a practising certificate in order to

take up the position?

A Yes, because having a practising certificate is a mandatory prerequisite for being

admitted to the roll of solicitors.

B Yes, because otherwise in taking up the position the prospective solicitor will be

committing a criminal offence.

C Yes, because the firm is authorised by the SRA.

D No, because given the nature of the job the prospective solicitor will not be carrying

out reserved legal activities.

E No, because the prospective solicitor will not be a partner in the firm.

Question 6

A secretary working in a firm of solicitors is subjected to a number of unwanted sexual

advances by a solicitor working in the same firm. The firm has never provided training for

its employees on the Equality Act 2010. The secretary makes a complaint to the firm’s senior

partner. The senior partner says that the firm was completely unaware of the solicitor’s

behaviour. The senior partner promises to speak to the solicitor in question and insist that

the behaviour stops. Despite this the solicitor continues to make sexual advances to the

secretary. In view of the solicitor’s behaviour the secretary is now contemplating making a

claim to the Employment Tribunal.

Which of the following best describes the likely outcome of such a claim?

A The solicitor’s behaviour will not be considered unlawful because it amounts to normal

workplace banter.

B The solicitor and the firm will be liable for harassment.

C The firm is not liable for the solicitor’s behaviour because it did not know about the

behaviour.

D The firm alone will be liable for harassment.

E The secretary will not be entitled to damages because they have not suffered any

financial loss.

Question 7

A solicitor’s brother is going through an acrimonious divorce. The whole family is finding the

divorce proceedings very upsetting. One evening, having drunk a considerable amount of

alcohol, the solicitor goes onto social media and makes various sexist remarks about his

brother’s wife. The solicitor’s firm is not acting in the divorce.

Which of the following best describes the repercussions of the solicitor’s actions under

the Equality Act 2010?

A The solicitor’s actions amount to direct discrimination.

B The solicitor’s actions amount to victimisation.

C The solicitor’s actions are not unlawful under the Equality Act 2010 and do not breach

the rules of professional conduct.

D The solicitor’s actions are not unlawful under the Equality Act 2010 but they are likely to

breach the rules of professional conduct.

E The solicitor’s actions amount to indirect discrimination.

Question 8

A client instructs a large commercial firm of solicitors in connection with a medical

negligence claim. At the first meeting the solicitor conducting the case hands the client a

standard leaflet explaining the firm’s complaints procedure. The client looks at the leaflet

for the first time later that day. The client, who has learning difficulties, contacts the firm and

asks to have the leaflet provided in ‘Easy Read’ format. The firm has not previously given

any consideration to the provision of information in an ‘Easy Read’ format. The client is told

that the firm does not produce its leaflets in ‘Easy Read’ format.

Which of the following best describes how the firm’s duty to make reasonable

adjustments under the Equality Act 2010 applies in this situation?

A The firm has acted unlawfully in not providing the client with the leaflet in ‘Easy Read’

format at the initial interview.

B Now that the firm is aware of the client’s disability, it must provide the client with the

leaflet in ‘Easy Read’ format without delay.

C Now that the firm is aware of the client’s disability, it should provide the leaflet in ‘Easy

Read’ format at the client’s expense.

D It is not reasonable to expect the firm to provide the leaflet in ‘Easy Read’ format.

E The firm has not breached its duty under the Equality Act 2010 but is likely to be in

breach of its professional conduct obligations.

Question 9

A solicitor acts for a client who is a director of a private limited company. The client also

owns 60% of the share capital in the company. The client intends to retire and plans to sell

the entire shareholding to a fellow director of the company. The client asks the solicitor to

advise on the sale and to prepare and negotiate all the necessary documentation. The

solicitor’s firm is not authorised by the Financial Conduct Authority to carry out regulated

activities under the Financial Services and Markets Act 2000.

Which of the following best explains why the solicitor is likely to be able to advise and

act as the client requests?

A Because shares in private companies are not specified investments.

B Because the solicitor would not be carrying out a specified investment activity.

C Because the solicitor can rely on the exemption for professional firms.

D Because the solicitor would be giving generic advice.

E Because the solicitor can rely on the ‘takeover’ exclusion.

Question 10

A solicitor has just finished acting for a client in a personal injury case. The client has

decided to buy a flat using the damages that the client has received in the case. The

client has identified a number of possible flats to buy. The solicitor knows nothing about

the property market; nevertheless the client asks the solicitor to advise on which flat

would provide the best investment. The solicitor’s firm is not authorised by the Financial

Conduct Authority to carry out regulated activities under the Financial Services and Markets

Act 2000.

What would be the position if the solicitor gave the advice as requested?

A Criminal proceedings may be brought against the solicitor.

B Disciplinary proceedings may be brought against the solicitor.

C The solicitor will have complied with their duty to act in the best interests of the client.

D Criminal proceedings may be brought against the firm, but not against the solicitor

personally.

E The solicitor will have complied with their duty to act with integrity.

Question 11

A solicitor has been acting for a client in a litigation matter. The case recently concluded

with the client being awarded £3 million in damages. The client asks the solicitor for advice

on investing this money in debentures and bonds. The solicitor lacks sufficient expertise to

advise the client and so the solicitor refers the client to an independent financial adviser.

After the client has seen the adviser, the client asks the solicitor to arrange the purchase

of the investments that the adviser has recommended. The adviser pays the solicitor £50

commission, which, without reference to the client, the solicitor decides to retain.

Did the solicitor’s actions amount to a regulated activity under the Financial Services

and Markets Act 2000?

A No, because the exemption for professional firms prevents the solicitor’s actions from

being a regulated activity.

B No, because the client has taken advice from an authorised third person.

C No, because the transaction did not involve a specified investment.

D Yes, because the solicitor lacked competence.

E Yes, because the solicitor received a pecuniary reward.

Question 12

A solicitor is instructed by a client in a family case. The client tells the solicitor that their

marriage has broken down, but their spouse will not defend the divorce and has already

agreed to the matrimonial home and all other family assets being transferred to the client.

The client instructs the solicitor to commence divorce proceedings and deal with the transfer

of the assets in accordance with the agreement.

The client is known to the solicitor because they are both members of a local gym. The

solicitor knows that the client has told others at the gym that their spouse is under criminal

investigation for tax fraud.

Which of the following best explains the steps that the solicitor should take with regard

to due diligence?

A The solicitor should carry out enhanced due diligence because there is a high risk of

money laundering.

B The solicitor should carry out standard due diligence because the client has not

personally been involved in any criminal activity.

C The solicitor should carry out standard due diligence because the client is a private

individual.

D The solicitor should carry out simplified due diligence because family work presents a

low risk of money laundering.

E The solicitor does not need to carry out any due diligence because the client is already

known to the solicitor.

Question 13

A solicitor is instructed by a client in the purchase of a property. At the first meeting, in

accordance with the firm’s client due diligence policy, the solicitor asks to see the client’s

passport. The client explains that they have just had to send the passport off for renewal

and does not expect their new passport to arrive for several weeks. The client produces a

bank statement showing the client’s name and address and promises to bring in a photo

card driving licence tomorrow.

The following day, the client says that they cannot find their driving licence. Instead the

client produces a letter from the client’s neighbour stating that they have known the

client for two years and confirming the client’s full name. The client then says that, as a

demonstration of goodwill, the client will provide the solicitor with the full purchase price of

the property in cash later that day.

Which of the following best explains what the solicitor should do?

A Proceed and complete the purchase because the bank statement contains the client’s

name and address.

B Refuse to act because the solicitor does not have sufficient verification of the client’s

identity.

C Agree to undertake the initial steps in the purchase pending receipt of the new

passport because there is little risk of money laundering.

D Proceed and complete the purchase because the letter is independent verification of

the client’s identity.

E Agree to undertake the initial steps in the purchase pending speaking to the neighbour

direct.

Question 14

A solicitor is instructed on the purchase of company shares. The solicitor discovers that a

colleague in the firm has been instructed by the same client in respect of an investigation

by the French tax authorities into certain of the client’s business activities in France which

are alleged to amount to tax fraud. The solicitor makes an authorised disclosure to the

firm’s nominated officer. The nominated officer does not go on to make a suspicious activity

report to the National Crime Agency. Forty- eight hours later, having heard nothing from the

nominated officer, the solicitor buys the shares on the client’s behalf.

Is the solicitor likely to have committed the offence of ‘arranging’ under s 328 Proceeds

of Crime Act 2002?

A Yes, because a suspicious activity report has not been made to the National Crime

Agency.

B Yes, because the solicitor did not have appropriate consent to proceed with the

purchase of the shares.

C No, because the solicitor made an authorised disclosure to the firm’s nominated officer.

D No, because the client has not yet been convicted of any criminal offence.

E No, because any criminal conduct took place outside the UK.

Question 15

A junior solicitor, who works for a firm in Newcastle, is instructed on the purchase of a

residential property by a client who lives in Southampton. The client provides the solicitor

with the purchase price of the property in cash. The client then pulls out of the purchase

and asks the solicitor to return the purchase money to the client by cheque.

Which of the following best describes how the solicitor should respond?

A Inform their head of department about the client’s request.

B Do nothing.

C Tell the firm’s nominated officer that there is a suspicion of money laundering.

D Make a full file note of the client’s request.

E Send the cheque.

Question 16

A partner in a firm is acting for a client in the purchase of a business. The firm receives a

telephone call from the client’s wife. The partner, who is in a meeting, asks a junior solicitor

to take the call. In doing so the partner says that the client has given permission for any

information about the purchase to be discussed with his wife.

The solicitor takes the call. The client’s wife asks for an update on the progress of the

purchase. On checking the file, the solicitor tells the client’s wife that the client provided

the money for the purchase in cash and the partner has concerns that the client may have

obtained some of the money as a result of tax fraud and that consequently the purchase is

on hold whilst the firm considers making a suspicious activity report to the National Crime

Agency.

Which of the following best explains whether the solicitor has committed a ‘tipping off’

offence under s 333A Proceeds of Crime Act 2002?

A An offence has not been committed because the disclosure was authorised by the

partner.

B An offence has not been committed because the solicitor did not intend to prejudice an

investigation.

C An offence has not been committed because the disclosure was not made to the client.

D An offence has been committed because there is strong evidence that the client has

been engaged in money laundering.

E An offence has been committed because the disclosure is likely to prejudice any

investigation into money laundering.

Question 17

A solicitor agrees to act for a client on a ‘no win, no fee’ conditional fee agreement with a

success fee of 25%.

Which of the following describes the costs position?

A If the client wins, the solicitor’s fee will be calculated at 25% of the damages received.

B If the client wins, the opponent will pay the success fee.

C If the client wins, the client will pay nothing in respect of their own costs.

D If the client loses, the client will have to pay disbursements.

E If the client loses, the solicitor’s fee will be calculated at their usual charging rate.

Question 18

A junior solicitor is approached by a wealthy individual in relation to a personal injury

claim. The solicitor’s assessment of the case is that there is a good chance of obtaining

substantial damages. The solicitor tells the prospective client that the firm has a strict policy

of not acting on the basis of contingency fees. Nevertheless, the prospective client requests

that the case be dealt with under a damages-based agreement (DBA).

Which of the following best explains whether the solicitor should agree or refuse to act

under a DBA?

A Refuse, because that is the firm’s policy.

B Refuse, because the client can afford to pay privately for the solicitor’s costs.

C Agree, because the client has the right to decide how their legal costs are funded.

D Agree, because to do so is in the client’s best interests.

E Agree, because the risk to the firm is low.

Question 19

A solicitor agrees to carry out a conveyancing transaction for a client at a fixed fee of £500

plus VAT and disbursements. A month into the transaction, it becomes clear that the solicitor

will have to undertake much more work than was originally envisaged.

Which of the following best describes what the solicitor can do?

A Tell the client that the solicitor can no longer act for the client.

B Start charging the client on the basis of the solicitor’s hourly charging rate.

C Ask the client to agree to an increase in the solicitor’s fees.

D Write to the client providing the best possible information on the revised overall costs.

E Carry out no further work on the transaction pending the client agreeing to an increase

in fees.

Question 20

A solicitor is instructed by a client in a claim for damages. The client is in receipt of income

support and has capital of £1,000. The solicitor is confident that the case has a good

chance of success and satisfies the merits test. The client submits an application for legal

aid in the form of Legal Representation.

Which of the following describes the costs position if the application is successful?

A The client will be asked to make a monthly contribution towards their legal fees.

B The client is entitled to free legal representation.

C The client may have to repay some of their legal fees.

D The solicitor can choose to charge for the work done at any hourly rate.

E The solicitor can insist that the client pay money on account of costs.

Question 21

A solicitor is instructed by a client who is the defendant in possession proceedings. If the

claimant succeeds in the case the client will be evicted and become homeless. However,

the solicitor is confident that the client has a good defence and would win the case. The

client has no capital and is in receipt of universal credit.

Is the client likely to be eligible for legal aid in respect of the proceedings?

A No, because civil legal aid is only available to claimants.

B No, because the case falls outside the scope of legal aid.

C No, because a reasonable privately paying client would not be prepared to proceed

with the case.

D Yes, because a client in receipt of universal credit automatically qualifies for legal aid.

E Yes, because the client satisfies both the means and the merits test.

Question 22

A solicitor is instructed by a client who is the defendant in criminal proceedings. The client

is charged with stealing from their employer. The case will be dealt with by way of a crown

court trial. The client has no capital and is not in receipt of any welfare benefits.

Which of the following best describes the position with regard to the client’s eligibility

for legal aid in respect of the trial?

A Legal aid will not be granted if the risk of the client receiving a custodial sentence

is low.

B Legal aid will only be granted if a reasonable privately paying client would proceed

with the case.

C Legal aid will be granted if the client’s annual adjusted income is £10,000.

D Legal aid will be granted because the client has no capital.

E Legal aid is unlikely to be granted unless a conviction for stealing from an employer

would result in serious damage to the client’s reputation.

### Week 4 – Assignment 1 – Presentation

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| --- | --- |
| **Assessment Number** | 1 |
| **Assessment Type (and weighting)** | Presentation |
| **Assessment Name** | Presentation |
| **Assessment Submission Date** | *Week 4* |

**Learning Outcomes Assessed:** *from Module Specification*

LO1: Synthesise legal principles and critically evaluate the English legal system

LO2: Critically evaluate one key area of law outlined within FLK1

LO3: Develop effective solutions to complex legal problems based upon the practical application of law

LO4: Demonstrate professional understanding of Business Law and Practice, Dispute Resolution, Contract Law, Tort Law, Public Law and Legal Service

**Assessment Brief**

Your supervising solicitor has asked you to demonstrate your functional legal knowledge of an area of law within FLK1 (*Business Law and Practice, Dispute Resolution, Contract Law, Tort Law, Public Law and Legal Service)* with the aim of providing a presentation to your fellow trainee solicitors.

The presentation should be no more than 15 minutes and should demonstrate your ability to critically evaluate the law or any chosen aspect of the legal system.

**Specific Assessment Criteria:**

The assessment criteria that apply to each element of the portfolio are as follows:

(Please note that the General Assessment Criteria will also apply. Please see Section 16 Module Guide).

**Distinction (70% and above)**

A justified and critical evaluation of your chosen area of law and will be set out and expertly linked to findings. Observations and analysis will be succinct and insightful. Areas and strategies for developments within the chosen legal area will be expertly summarised, comprehensively justified and set out in a professional manner.

**Merit (60% -69%)**

A clear and critical evaluation of your chosen area of law will be set out and linked well to findings. Observations and analysis will be well summarised, well justified and set out in a clear professional manner.

**Pass (50%-59%)**

A critical evaluation of your chosen area of law will be set out and linked to findings. Observations and analysis will be clearly summarised and justified and set out in a suitable manner.

**Fail (Below 50%):** Students who do not meet the requirements of the Pass criteria will not successfully complete the assessment activity.



## **Roadmap 2**

**Week 5 to 10 – Contract Law, Solicitors Accounts, Legal Research Skills, Applied Legal Research Practical Skills Test**

### Week 5 and 6 – Westlaw Training and Contract Law

**Workshop Description**

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| **Context**  Introduction  Consumers and businesses enter into contracts on a regular basis. For example, manufacturers need to buy raw materials to make their products; then they sell those products to wholesalers and/ or retailers who then ultimately sell them to us as consumers. Whilst we ourselves may not always think about the legal consequences of what we are doing until something goes wrong (eg the holiday we booked turns out to be a disaster), many businesses employ a dedicated contracts manager.  When something does go wrong (e.g. goods supplied are defective) the first thing to consider is whether there was a contract and, if so, on what terms.  In order for parties to reach an agreement, one party must make an offer (ie a definite promise to be bound by specified terms) that is accepted by the other. The person who makes the offer is called the offeror and the person to whom the offer is made is called the offeree. |

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| **SQE Learning Outcomes**  Assessment objectives  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   * Existence/formation of a contract. * Contents of a contract. * Causation and remoteness. * Vitiating elements. * Discharge of contract and remedies. * Unjust enrichment.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |
|  |

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| --- |
| **Core principles of Legal Services**  Formation:   * offer and acceptance * consideration * intention to create legal relations * certainty * capacity.   Parties:   * privity of contract * rights of third parties.   Contract terms:   * express terms * incorporation of terms * terms implied by common law and statute * exemption clauses * the interpretation of contract terms (conditions, warranties and innominate terms) * variation.   Vitiating factors:   * misrepresentation * mistake * unfair contract terms * duress and undue influence * illegality.   Termination:   1. expiry or other specified event 2. breach 3. frustration 4. basic principles of restitution and unjust enrichment in the context of termination of contract.   Remedies:   * damages * liquidated sums and penalties * specific performance * injunctions * duty to mitigate * indemnities * guarantees.   Causation and remoteness |

# https://www.pngitem.com/pimgs/m/136-1366991_map-point-circle-hd-png-download.png **Step 1 – Preparation**

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:



Read the following chapters from the Dispute Resolution in Contract and Tort Text book.

**Chapter 2**

**Chapter 3**



Watch the SQE Bitesize video entitled ‘Agreement’

Watch the SQE Bitesize video entitled ‘Intention to Create Legal Relations’

Watch the SQE Bitesize video entitled ‘Consideration’

Watch the SQE Bitesize video entitled ‘Parties’

Watch the SQE Bitesize video entitled ‘Capacity’

Watch the SQE Bitesize video entitled ‘Contents’

Watch the SQE Bitesize video entitled ‘Exemption Clauses’

Watch the SQE Bitesize video entitled ‘Damages’

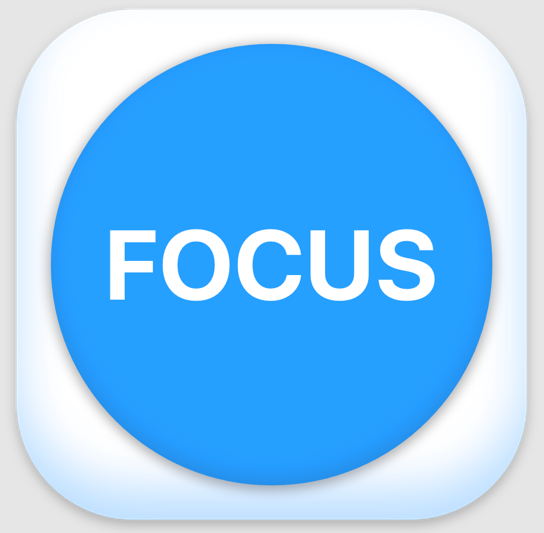
Watch the SQE Bitesize video entitled ‘Equitable and Other Remedies’

Watch the SQE Bitesize video entitled ‘Termination’

Watch the SQE Bitesize video entitled ‘Misrepresentation’

Watch the SQE Bitesize video entitled ‘Duress and Undue Influence’

Watch the SQE Bitesize video entitled ‘Mistake and Illegality’



**WEEK 1**

**Core principles**

We will look at what contracts are and how you may unknowingly enter them every day. We will look at the contents of a contract and look at the sources for contracts. We will then apply these principles to real life scenarios, ensuring that you are able to apply theory to practice.

Formation:

* offer and acceptance
* consideration
* intention to create legal relations
* certainty
* capacity.

Parties:

* privity of contract
* rights of third parties.

Contract terms:

* express terms
* incorporation of terms
* terms implied by common law and statute
* exemption clauses
* the interpretation of contract terms (conditions, warranties and innominate terms)
* variation.

**WEEK 2**

We will then look at contracts in further depth, checking if the contract is actually in order, and how do we decide if a contract is unfair, and can we ever be released from contracts?

Vitiating factors:

* misrepresentation
* mistake
* unfair contract terms
* duress and undue influence
* illegality.

Termination:

* expiry or other specified event
* breach
* frustration
* basic principles of restitution and unjust enrichment in the context of termination of contract.

Remedies:

* damages
* liquidated sums and penalties
* specific performance
* injunctions
* duty to mitigate
* indemnities
* guarantees.
* Causation and remoteness

Ensure you are familiar with the SRA Rules of Conduct as they relate to conflicts of interests

# **Step 2 – Interaction**

Within the class sessions we will be working through a case study of a classic of the law of contract.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of running a legal case.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of SQE2 skills activities including:

* Legal Drafting
* Case Analysis
* Legal Writing

It is also important to note that during the sessions we will also review some legal procedure during these sessions, which will help you to understand the overlap of theory and practice and how this will be involved in the everyday life of a contract law solicitor.

# Step 3 – Consolidation

It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Sample Questions Contract Law**

**Question 1**

A client wanted a skip to take away rubbish and so contacted a skip hire company. The

company posted a quotation for £90 and said that if the client wanted to accept the

company needed to know by Friday 19 April.

On Tuesday 16 April the client posted a letter accepting the quotation and asking when

would be the earliest the company could supply a skip. By 22 April the client had not heard

back from the company. The client rang the company. It said it had not received the letter

and had no skips available for hire now or in the near future.

If the client sued the company for breach of contract, which of the following best

describes the most likely outcome?

A The company would be liable for breach because a contract was formed when the

client posted the letter on 16 April.

B The company would not be liable for breach of contract because the client’s letter on

16 April amounted to a counter-offer.

C The company would not be liable for breach of contract as it had no more skips

available.

D The company would be liable for breach of contract as the client accepted its offer

when the client rang on 22 April.

E The company would not be liable for breach of contract as the postal rule would

not apply.

**Question 2**

A client attended an auction. When it came to the lot comprising Victorian garden

ornaments, the auctioneer said they had been valued at £300 and would be sold that day

whatever price they fetched. He invited bids of £100, then £80. When nobody responded,

the auctioneer asked how much anyone would be prepared to pay for the ornaments and

the client bid £20. No further bids were made but the auctioneer withdrew the ornaments

from the sale. He later sold them privately for £150.

Which of the following statements best sums up the legal position of the client?

A The client could sue the owner of the ornaments for breach of a contract.

B The client could sue the auctioneer for breach of contract and the measure of damages

would be £130.

C The client could sue the auctioneer for breach of a unilateral contract.

D The client would not have an action for breach of contract as the bid was far too low.

E The client could sue the auctioneer for breach of a bilateral contract and the measure

of damages would be £280.

**Question 3**

At 9am a car dealer emailed a client offering to sell her a vintage car for £60,000. The

client received the email shortly afterwards and emailed an acceptance of the offer at

12.55pm. The client knew that the car dealership closes for lunch each day between 1pm

and 2pm. After lunch the car dealer did not check his email account. At 2.30pm the car

dealer received an offer for £62,000 for the vintage car, which he accepted. At 4pm the

client phoned the car dealer to enquire about the car and was told the car was no longer

for sale. The client has been reliably informed it will cost £65,000 to buy a similar car

elsewhere.

Which of the following statements best sums up the legal position of the client?

A The client has a contract with the dealer to buy the car and can sue the dealer for

£2,000 representing the profit the dealer made on selling the car elsewhere.

B The dealer revoked his offer before acceptance was communicated and so there would

be no contract of sale with the client.

C The client’s acceptance would be deemed communicated before 2.30pm and so the

dealer would be liable to pay the client damages of £5,000.

D By virtue of the postal rule, acceptance was communicated at 12.55pm and so the

dealer would be liable to the client for breach.

E When the dealer sold the car elsewhere he effectively revoked the offer to the client

and so would not be liable for breach.

**Question 4**

Which of the following statements best sums up legal principles that govern intentions to

create legal relations?

A With commercial agreements there is a non-rebuttable presumption of intention to create

legal relations; whereas with domestic agreements there is no intention to create legal

relations.

B With domestic agreements there is a strong presumption of no intention to create legal

relations that is difficult to rebut unless very clear words are used.

C With all agreements involving individuals the presumption is that they did not intend to

create legal relations; whereas in business-to-business contracts there is a very strong

presumption the parties intended legal relations.

D In a commercial context there is a strong presumption that the parties intended legal

relations but it may be rebutted if the agreement is stated to be ‘binding in honour only’.

E With domestic agreements it is irrebuttably presumed the parties did not intend legal

Consequences

**Question 5**

A client decided to set up his own wine bar. He employed a builder to fit out the kitchen

for £10,000.

The builder did most of the work, but then told the client he had seriously underestimated

the cost of materials and could not afford to complete the job. The client told him not to

worry and offered an extra £700 if it would help. The builder said it would, and went on to

complete the work. As a result the client was able to open the wine bar on schedule.

Which of the following statements best describes the client’s legal position in relation to

the builder?

A The client is obliged to pay the builder £10,700 as the promise to pay more conferred a

practical benefit.

B The client is not obliged to pay the builder the extra £700 as the builder gave no

consideration for it.

C The client is not obliged to honour the alteration promise to pay more as it was the

builder’s responsibility to properly cost the work in the first place.

D The client is obliged to pay the builder £10,700 as all contractual variations are binding

in the absence of extortion.

E The client is obliged to pay the builder only £10,000 because as a matter of public policy

the builder should not be allowed to demand extra money for what he contracted to do.

**Question 6**

A client has been running a business for a while but it has been making a steady loss.

Two months ago with a view to making financial savings the client approached his landlord

and asked if he would reduce the rent ‘until things picked up’.

As a gesture of goodwill, the landlord agreed to reduce the rent by 25% (ie to £1,500

per month). So when the last two rent payments fell due the client only paid £1,500. Then

yesterday the landlord told the client he had changed his mind and would be expecting

the client to pay full rent in the future plus the arrears.

Which of the following statements best describes the legal position of the client with his

landlord?

A The client will have to pay £1,000 in arrears of rent and full rent in the future as he

gave no consideration for the landlord’s promise to reduce the rent.

B The landlord suspended his right to full rent but can now demand full rent going

forward even if things have not ‘picked up’.

C The client may raise promissory estoppel as a defence to any action brought by the

landlord and the landlord will have to give reasonable notice to resume his legal right

to receive full rent in the future.

D At common law the client is not obliged to pay the arrears but must pay full rent in

future.

E As the landlord’s promise was simply ‘a gesture of goodwill’ it would not be binding

and he can now demand all outstanding monies.

**Question 7**

A client decided to set up his own cafe. He took a lease of premises and asked his sister,

owner of ‘1st Choice Blinds’, to supply and fit a large awning at the back of the premises

to provide extra covered seating for customers. His sister agreed and made and fitted

the awning. The client was delighted with what she had done and said he would give her

£1,000 for her trouble.

Which of the following statements best describes the legal position of the client in

relation to his sister?

A The client is not obliged to pay his sister £1,000 as she gave no consideration for the

promise.

B The client is not obliged to pay his sister £1,000 as there was no intention to create

legal relations.

C Your client is legally obliged to pay his sister £1,000 because it was a business-to-business arrangement.

D The client’s sister may have given sufficient consideration for the promise of £1,000 but

it is unclear on the facts.

E The client’s sister is entitled to £1,000 as she was asked to do the work and it was

mutually understood she would get paid for it.

**Question 8**

A client owns a car dealership and sells high value, nearly new cars to business customers

looking to purchase company cars. The Sales Manager can agree to sell a maximum of

three cars in any transaction. Any larger transaction must first be approved by the Finance

Officer. Last week, the Sales Manager agreed to sell five sports cars to a valued customer

with delivery agreed to be made next week. The client has now been informed of the

transaction by the Finance Officer, who found out about it yesterday and had not approved it.

Which of the following statements best describes whether the client will be in breach of

contract if they do not perform the contract?

A No, because the Sales Manager did not have authority to enter the contract.

B No, because the contract has not yet been completed and can be revoked.

C Yes, because the Sales Manager had actual authority to enter the contract.

D Yes, because the client represented to the customer that the Sales Manager had

authority to enter the contract.

E Yes, because the Sales Manager represented to the customer that he had authority to

enter the contract.

**Question 9**

A client owns a pub and employs someone to manage it. The manager is the exclusive

face of the business; his name is on the bar and the licence of the pub. The client explicitly

instructed the manager not to make any purchases outside of bottled ales and mineral

waters, but the manager entered into an agreement for the purchase of cigars and in the

event did not pay for them. The seller of the cigars discovered the client is the actual owner

of the business and is suing the client for the price.

Which of the following statements best describes whether the client will be liable to

the seller?

A Yes, because the manager had apparent/ostensible authority to buy the cigars.

B Yes, because the manager had implied actual authority as buying cigars is within the

range of acts usually carried out by a pub manager

C Yes, because the manager represented he had authority and the seller relied on that

representation and entered into the contract.

D No, because the manager had neither actual (express or implied) nor apparent

authority to buy the cigars.

E No, because the agent had deliberately acted outside his express authority.

**Question 10**

A girl, aged 17 years, is keen on performing arts and decides to pursue a career in it. She

sets up a small business selling dance and stage clothing. The money she makes from the

business pays for singing and dancing lessons. After a few months the girl’s main supplier

discovers she is only 17 years of age and refuses to deal with her. This leaves the girl without

enough business to pay for this month’s lessons. Her tutor is pressing her for payment. The girl

is also in arrears with her mobile phone account.

Which of the following statements best describes the girl’s legal position in relation to one

or other of the contracts she has entered?

A The contract for the supply of the stage clothes was not binding on the girl as it was a

trading contract.

B The contract for the singing and dancing lessons would not be binding on the girl as it

was not a contract for necessaries.

C The girl can terminate the mobile phone contract and the contract for the singing and

dancing lessons.

D The girl is bound by the contracts for the clothes she sells as she needs the proceeds of

sales to pay for her lessons.

E The mobile phone contract would be deemed a contract for necessaries and as such it

would bind the girl but not the mobile phone company.

**Question 11**

A client, a private landlord, employed a builder to supply and fit a new kitchen in one of

the properties she lets out. The agreed price was £10,000 payable on completion. Before the

work was finished the client sacked the builder because his workmanship was substandard.

The builder denies this allegation and has sued the client for loss of profit.

Which of the following statements best describes the client’s legal position?

A If the builder had been in breach of the statutory implied term that the building work

had to be performed with reasonable care and skill, the client was entitled to sack him.

B The client was not entitled to sack the builder because the statutory implied term that

the building work had to be performed with reasonable care and skill is classified as

a warranty.

C Unless the builder had committed a very serious breach of the statutory implied term

that the building work had to be carried out with reasonable care and skill, the client

was wrong to dismiss him.

D The term implied by statute that the building work had to be performed with

reasonable care and skill imposes strict liability and so if the workmanship was in any

way defective the client was justified in sacking the builder.

E If the workmanship was substandard the builder had breached an implied condition

of the contract and so the client had a choice whether to affirm the contract or dismiss

the builder.

**Question 12**

A client employed an estate agent to sell his house. It was agreed that the estate agent

would be paid 1% commission on the sale price of the property if the estate agent finds a

buyer for it.

Which of following statements best describes the client’s legal position?

A The client may withdraw his house from the market without being liable to pay

commission.

B The client made an offer of a unilateral contract, which cannot be revoked once the

estate agent has started to market the house.

C The contract is one for work and materials and terms relating to both goods and

services will be implied by statute.

D The contract is a bilateral contract for the provision of a service, which must be carried

out with reasonable care and skill.

E If the client withdraws his house from the market the estate agent can sue him for

breach of an implied promise to allow the estate agent the chance to earn commission.

**Question 13**

A client bought and paid for an exercise bicycle from a company for £500 (including free

delivery). Two weeks after the bicycle had been delivered to the client’s home, the client

discovered it was inherently faulty; the pedals kept jamming. The client wants to reject the

bicycle and get a full refund.

If the client decides to sue the company, which of the following statements describes

the most likely outcome?

A The company will have to repair or replace the defective bicycle as appropriate.

B The client can reject the bicycle, get a refund plus any extra money it will cost to buy a

similar bicycle elsewhere.

C The client cannot reject the bicycle but will be entitled to a partial refund of the price to

cover the cost of repair.

D The client cannot reject the bicycle but the company must repair it without undue delay.

E The client can reject the bicycle but will only get a partial refund to reflect the use he

has had of the bicycle.

**Question 14**

A client took his heavy goods vehicle (HGV) into the garage for a service. New brakes

were fitted but as the client drove the HGV back to the depot the brakes failed. As a result

the HGV was damaged and the client was injured. As yet the cause of the brake failure is

unknown.

The contract with the garage does not contain any express terms about the quality of the

new brakes or the level of service in fitting them but purports to exempt the garage from

liability ‘for any loss or damage caused by defective parts or workmanship howsoever

caused’.

Which of the following statements best describes the client’s potential legal position in

relation to the garage and/or the employee who fitted the brakes?

A If the brakes were inherently defective the garage will not be in breach of contract

because there are no express terms promising that the brakes would be of a

certain quality.

B If the brakes were not fitted properly the client can sue either the garage or employee

for breach of the statutory implied term to carry out work with reasonable care

and skill.

C If the client sues the garage for breach of contract, the garage will be liable for the

personal injury but will not be liable for damage to the HGV if the exemption clause

is reasonable.

D If the client sues the garage for breach of the implied term to exercise reasonable care

and skill the garage will be liable for damage to the HGV and the personal injury as

the exemption clause does not specifically refer to negligence.

E If the brakes were inherently defective and the garage is sued for breach of the

implied terms as to quality and fitness the garage will be liable for the damage to the

HGV and the personal injury caused.

**Question 15**

A client, a sole trader, ordered new machinery from a large company for use in their

business and to be delivered on 14 December. The company was three months late

delivering the machinery. The signed contract was made on the company’s written standard

terms, which included a clause stating that the company would not be liable for late

delivery of the machinery.

Which of the following best describes the client’s potential legal position in relation to

the company?

A The exemption clause is part of a signed written contract. As a result, the company will

not be liable for late delivery.

B The exemption clause may not be reasonable, in which case the company would be

liable for breach.

C The exemption clause is valid at common law and so the company will not be liable for

late delivery. The reasonableness or otherwise of the clause is irrelevant.

D The exemption clause is valid at common law and reasonable so the client can

terminate the contract and claim damages.

E The exemption clause is valid at common law but automatically void under statute and

the company would be liable for late delivery

**Question 16**

A client bought a new computer from a commercial retailer for their personal use at home.

Three weeks later the computer broke down due to an inherent manufacturing fault. When

the client reported the problem the retailer denied liability on the basis it had effectively

excluded liability: there was a clear notice at the payment point that said ‘The Seller

accepts no liability for defective goods unless the defect is reported within 7 days of

purchase’.

Which of the following statements best describes the client’s potential legal position in

relation to the retailer?

A The retailer will not be in breach of the statutory implied term of satisfactory quality as it

could not reasonably have known of the defect.

B The retailer would be liable for breach of the terms of quality and fitness implied by

statute.

C The client will not be able to exercise the short-term right to reject the computer as the

client will be deemed to have accepted it.

D The client may be entitled to reject the computer and get a refund; but they cannot

require the retailer to repair or replace it free of charge.

E The retailer will not be liable for breach of any statutory implied terms as the fault was

not reported within seven days of purchase.

**Question 17**

A client, a professional tennis player, employed a company to construct a tennis court for

practice purposes. When the tennis court was finished the client discovered the length of

the court was 1cm too short.

In a claim for breach of contract, which of the following measures of damages is a

court most likely to award?

A Consumer surplus

B Difference in value

C Cost of cure

D Distress and disappointment

E Nominal

**Question 18**

A client agreed to buy goods at a price of £1,000, payment on delivery. Delivery to be on

1 October. The seller refused to deliver because the seller knew he could sell the goods to

someone else for £2,300. On 1 October the client could buy similar goods elsewhere for £1,200.

In a claim for breach of contract, which of the following most likely reflects the amount of

damages the client would be awarded by a court?

A The client will be awarded £1,300 by way of damages.

B The client will be awarded £200 plus damages for the distress involved in sourcing the

goods elsewhere.

C The client will be awarded £1,000 damages on a reliance loss basis.

D On 1 October the client could buy similar goods elsewhere and so will be awarded

£200 by way of damages.

E The client will be awarded £2,300 as the aim of damages is to punish the defaulting

party for the breach.

**Question 19**

A client, a joiner, decided to set up his own business. He contracted with a builder to

convert his garage into a workshop. The price was £10,000 and the work was to be

completed by 1 March. However, problems with labour meant that the builder did not finish

the work until 1 June.

Which of the following best describes what the client would be able to recover by way

of damages?

A The loss of profit from cancelled joinery contracts for the period between March

and June.

B All loss of profit from cancelled joinery contracts between March and June including

loss of profit on a special contract he had with a stately home to make bespoke

shelving for its library.

C Loss of profit from cancelled joinery contracts between March and June and the mental

distress caused by the delay in starting the business.

D The expenditure your client wasted between March and June because expectation loss

would be too speculative.

E Nominal damages in recognition that the contract had been breached and the client

had suffered loss as a direct result.

**Question 20**

A client contracted to sell a consignment of tracksuits for £10,000, payment to be within

10 days of delivery. The signed contract included the following term: ‘Time for payment shall

be of the essence’ ie a condition of the contract. The client delivered the tracksuits a month

ago but has still not been paid for them.

What is the most appropriate remedy for the client?

A Specific performance

B Injunction

C Damages

D Action for the agreed sum

E Termination

**Question 21**

A company (‘the retailer’) entered into a contract with another company (‘the supplier’) to

buy 30,000 flat-pack boxes at a price of £60,000. The retailer paid £20,000 in advance. When

delivered, the boxes were defective and the supplier was unable to supply replacement

boxes. The retailer rejected the boxes and did not pay the balance of the purchase price. To

avoid incurring further losses, the retailer obtained replacement boxes from another supplier

for £70,000.

Ignoring interest, what sum can the retailer properly claim against the supplier?

A £70,000

B £10,000

C £30,000

D £20,000

E £60,000

**Question 22**

A client used to own a business. When the client sold the business the sale agreement

included a restrictive covenant not to compete with the business nor to solicit customers.

Unbeknown to the buyer the client had already set up a rival business and the client began

operating in competition and poaching customers. As a result the buyer lost a considerable

amount of business. The buyer is now suing the client for negotiating damages in relation to

breach of the restrictive covenant.

Which of the following statements best describes whether, or not, the buyer will be

successful?

A Yes, because the buyer lost the opportunity to negotiate a fee for relaxing the restrictive

covenant and there was no other loss.

B Yes, because the buyer lost the opportunity to negotiate a release fee and it would be

unfair to allow the client to benefit from breaching the restrictive covenant.

C Yes, because the buyer lost the chance to negotiate a release fee and the client made

profit at the expense of the buyer

D No, because it would be impossible for the court to know what release fee, if any,

would have been negotiated.

E No, because the buyer suffered an ascertainable financial loss other than the chance

to negotiate a release fee.

**Question 23**

A landlord wanted to upgrade one of his rental properties. He entered into a contract with

a bathroom fitter to remove the old bathroom fittings and to replace them with new sanitary

ware. The contract price was £8,000. The landlord paid the builder £500 in advance and

agreed to pay the balance on completion. The work was finished but the shower tray leaks

(as it was not sealed properly) and so the shower cannot be used. The landlord is refusing

to pay the balance of the contract price.

If the builder sued for breach of contract, which of the following would be the most likely

legal outcome?

A The builder would be awarded £7,500.

B The builder would keep £500 but not be entitled to any more money.

C The builder would be awarded £7,500 less the cost of properly sealing the shower tray.

D The builder would have to forfeit £500 and not be entitled to any more money.

E The builder would be awarded a reasonable sum in restitution for the work he had done.

**Question 24**

A client owns a warehouse and agreed to let it on terms including the following:

* RENT £200 per month payable in advance on the first day of each month
* TERM One year from and including 1 March
* ROOF Landlord to repair the roof within first two weeks of the Term

The tenant paid the rent on 1 March and the client carried out the repairs to the roof at a

cost of £500. Then on 2 April the warehouse was completely destroyed by an accidental fire

and will take at least 10 months to repair. The tenant had not paid the rent due on 1 April.

Which of the following statements describes the most likely legal position?

A The tenant will be liable to pay the rent for the full term as a lease of land cannot be

frustrated.

B The lease will come to an end as a matter of law but the tenant will be liable for

breach of contract if he does not pay the rent that was due on 1 April.

C If the client sues the tenant for non-payment of rent the tenant may claim the contract is

frustrated.

D If the contract is frustrated the tenant must be refunded £200 rent paid in March and

the client will be entitled to £500 to cover the cost of repairing the roof.

E If the contract is frustrated neither party will be in breach and they can elect to treat

the contract as at an end.

**Question 25**

A client hired a holiday cottage from a company for the month of August for £2,000. The

client paid £200 immediately and agreed to pay the balance of £1,800 on 31 August. The

company agreed to put locks on all of the cottage windows. On 8 August the cottage was

destroyed by fire. The company had spent £250 on fitting the window locks.

Assuming that the contract is frustrated, which one of the following best describes the

client’s legal position?

A The company can keep £200 paid in advance and the client will have to pay the £1,800

due on the 31 August or otherwise be in breach of contract.

B The company can keep the £200 the client paid on the making of the contract and the

client will have to pay a further £50 to cover the expenses incurred by the company.

C The client can get back the £200 she paid on making the contract and would not have

to pay anything else to the company.

D The court may allow the company to retain some or all of the £200 the client paid on

making the contract and award a just sum for the use of the cottage.

E The client will have to pay £500 for the benefit of having used the cottage and

contribute a reasonable sum towards the expenses incurred by the company.

**Question 26**

A client bought a business for £180,000 having been deliberately misled by the seller as to

the gross profit made by the business. After running the business for a few months the client

discovered the fraudulent misrepresentation. The client was advised to continue running the

business (albeit at a loss) and to try to sell it. The sale of the business went through last

week. It sold for £80,000.

If the client sues for misrepresentation, which of the following best explains how

damages would be assessed?

A On an expectation loss basis.

B On a reliance loss basis for wasted expenditure that was not too remote.

C On a tortious basis for all consequential losses.

D On a tortious basis and so would not extend to any loss of profit.

E For any loss that was not too remote the client would get damages to put him in the

same position as if the misrepresentation had not been made.

**Question 27**

In May a buyer entered into a contract to buy a beauty salon having been deliberately

misled by the seller as to the gross profit made by the salon over the previous three years.

The buyer made extensive alterations to the salon including the addition of a new treatment

room. Then in August the buyer discovered the fraudulent misrepresentation and decided

he no longer wanted the salon.

Could the buyer rescind the contract of sale?

A No, because rescission would be barred by undue delay.

B No, because rescission is an equitable remedy and damages would adequately

compensate the buyer.

C No, because restitution is impossible.

D Yes, because rescission is potentially available for all forms of misrepresentation and

the buyer has not affirmed the contract.

E Yes, because rescission is always available for fraudulent misrepresentation.

**Question 28**

A client saw a vase in an antique shop. The client thought it was very rare and worth far

more than the price asked. The owner of the shop overheard the client telling someone

this on the phone. The owner knew the vase was not rare and valuable but did not tell the

client. The client bought the vase and has now discovered the vase is worth less than the

price paid.

Does the client have a cause of action against the owner of the shop?

A Yes, because the owner of the shop made a misrepresentation: the owner should have

corrected the mistake.

B Yes, because the owner of the shop would be in breach of an implied term that the

sale price was a reasonable price for the vase.

C Yes, because the owner of the shop made a fraudulent misrepresentation by positively

deceiving the client.

D No, because the general rule is ‘buyer beware’.

E No, because the client acted unconscionably in trying to buy the vase for less than it

was worth.

**Question 29**

A client manufactures precision parts for the motor industry. Six months ago it won a

lucrative contract with a major car manufacturer. To fulfil this contract the client reached

agreement with a tool making company (‘the Company’) to supply certain equipment by the

end of last week. Two months ago the Company told the client that it had underestimated

costs and would have to charge an extra £6,000 if it was to carry on. The client protested

but reluctantly agreed as it could not find another manufacturer to do the job. The equipment

was made on time and the client paid the Company £16,000 (ie the original contract price

plus the extra £6,000) on delivery.

Which of the following statements best describes the legal position?

A The client’s promise to pay more would not be binding as the Company had given no

consideration for it.

B The contract with the Company could be set aside and the client would be refunded

£16,000 because the promise to pay extra was made under duress.

C The contractual variation would be binding because the Company had conferred a

practical benefit and exerted no duress, just hard commercial bargaining.

D The Company had provided consideration for the extra £6,000 but the variation would

be voidable because of duress.

E The promise to pay more money would be voidable because of duress but rescission

would be barred.

**Question 30**

A client, an elderly widow, consulted her bank manager (‘the Manager’) over plans to sell

her house. The client had often sought advice from the Manager on financial matters. The

Manager offered to buy the client’s house at the current market estimated price. The client

accepted the offer and the sale was completed eight months ago. House prices have now

risen by 25% and the client wants the sale to the Manager set aside.

Which of the following best explains the legal position of the client?

A The sale would be set aside because there was actual undue influence.

B The relationship between the client and the Manager was based on trust and

confidence and as the sale calls for an explanation it might be set aside.

C Your client would be able to raise a presumption of undue influence but rescission

would be barred as the Manager was a bona fide purchaser.

D The sale would be set aside because it would be irrebuttably presumed that there had

been undue influence exerted by the Manager.

E For the sale to be set aside the client would have to prove undue influence and that an

award of damages would be inadequate.

**Question 31**

A client and her husband jointly own the family house (‘the house’), which is mortgaged

to a bank (‘the bank’). The client is disabled and cannot work but manages the family

finances. The husband owns a small business. To expand the business the husband

approached the bank for a loan. The bank agreed on condition it had a second charge on

the house. The client was loathe to re-mortgage the house but was eventually persuaded

by her husband. The bank manager went to the house to see the couple. The client said

she understood the risks and signed the necessary paperwork. The husband defaulted on

the loan and the bank is seeking to repossess the house.

Would the client have any ground(s) for arguing that the re-mortgage should be

set aside?

A Yes, because undue influence by the husband would be presumed and the bank had

actual notice of it.

B Yes, because undue influence would be presumed and the bank did not insist the client

took independent advice.

C Yes, because the client may be able to establish actual undue influence by the

husband and that the bank had constructive notice of it.

D No, because the bank was not put on inquiry of any undue influence and the client

understood the risks.

E No, because the wife managed the couple’s finances and was aware of the risks

involved in re-mortgaging the house.

**Question 32**

A client advertised her valuable violin for sale. Last week a man visited her and agreed to buy

the violin. When he asked to pay by cheque the client hesitated and said she would prefer

cash. The man said he was a famous violinist and produced photographic identification. On

that basis the client accepted the cheque and let the man take the violin. Yesterday the cheque

bounced and the man cannot be traced. Today the client saw the violin in the shop window of

a musical instrument supplier who had bought the violin in good faith three days ago.

Which of the following statements best describes the client’s legal position?

A The client can rescind the contract of sale with the man based on fraudulent

misrepresentation.

B The client can recover the violin from the musical instrument supplier.

C The client can sue the man for damages in the tort of deceit and recover the violin from

the musical instrument supplier.

D The client cannot recover the violin from the musical instrument supplier.

E The client cannot recover the violin from the musical instrument supplier but can sue the

man for damages for mistaken identity

**Question 33**

A baker’s shop entered into a contract to bake a cake that was to be iced with a gay rights

slogan. The bakers subsequently refused to bake the cake on the basis that the owners were

devout Christians and they sought to refund the customer instead.

If the bakers were taken to court, which of the following would be the most likely

outcome?

A The contract was illegal as being contrary to public policy and therefore unenforceable by

the customer.

B The bakers’ refusal to carry out the contract was because the customer was gay and as

such amounted to unlawful discrimination and was illegal.

C The bakers’ refusal to perform the contract was legal because the bakers should not be

forced to express a political opinion in which they did not believe.

D The contract was legal and, as they had not properly performed it, the bakers should be

liable to pay damages to the customer.

E The contract was legal but the bakers’ refusal to perform it as agreed was illegal because

it amounted to a fundamental breach of contract.

**Week 7 – Solicitor’s Accounts**

**Workshop Description**

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| **Context**  Introduction  All businesses need to keep records of their financial dealings. Law firms are no exception.  Those running the firm need to be able to keep track of its financial position: whether the firm  is making a profit or can afford to take on more staff, for example.  The term ‘accounts’ is used to describe the day- to- day records which a firm keeps of its  financial transactions. The financial dealings of law firms are generally quite complex. So  many different events occur that it is impractical for those running the firm to rely on individual  documents, such as bank statements and client bills, to provide a full picture of the firm’s  financial position. Instead it is necessary for the relevant information to be taken from the  individual documents and entered on separate records. These separate records, or accounts,  are therefore simply summaries of financial information.  All law firms, from sole practitioners to multinational LLPs, follow the same standard process  for recording financial transactions in their accounts.  Law firms differ from many other types of business in that they often hold money which  belongs to other people, typically the firm’s clients. The public at large must be able to  place trust and confidence in law firms to deal with such money appropriately. As a matter  of professional conduct, solicitors must therefore adhere to rules on the proper handling of  clients’ money and the keeping of accounting records. |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core principles of double entry bookkeeping and the SRA Accounts Rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   1. Transactions involving client money and money belonging to the authorised body. 2. Operation of ledgers and bank accounts; the payment of interest. 3. Breaches of the SRA Accounts Rules. 4. Accounting entries required; bills; obtaining and delivery of accountants’ reports; obligations regarding record-keeping.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core principles**  **Solicitors Accounts**  Client money:   * definition * requirement to pay client money into a client account * circumstances in which client money may be withheld from a client account * repayment * accounting entries required.   Client account:   * meaning and name of account * obligation not to use client account to provide banking facilities * withdrawals and accounting entries required.   Requirement to keep client money separate from money belonging to the authorised body  Interest:   * requirement to pay interest on client money * accounting entries required.   Breach of the SRA Accounts Rules:   * duty to correct breaches of SRA Accounts Rules promptly on discovery * accounting entries required.   Requirement to keep and maintain accurate records in client ledgers, including requirement to carry out reconciliation of client accounts and to keep a record of bills to include:   * disbursements using the agency and principal methods * transfers * submission, reduction and payment of bills including the VAT element * accounting entries required.   Operation of joint account; operation of a client’s own account  Third-party managed accounts  Obtaining and delivery of accountants’ reports; storage and retention of accounting records |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

Diagram

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Read the following chapters from the Wills, The Administration of Estates, Trusts and Solicitors’ Accounts Textbook.

**Chapter 14**

**Chapter 15**

**Chapter 16**

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Watch SQE Bytesize videos on:

• Double Entry Bookkeeping and the SRA Accounts Rules

• Client Money and Client Accounts

• Common Accounting Entries

• Transfers and Mixed Receipts

• Value Added Tax

• Special Accounting Entries

• Interest

• Property Transactions

• Joint Accounts, the Client’s Own Bank Account and Third-Party Managed Accounts

• Compliance

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Ensure you are familiar with the SRA Rules of Conduct as they relate to conflicts of interests

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Within the class sessions we will be working through a range of tasks that will ensure that you are familiar with solicitor’s accounts requirements from both a practice and file handler perspective.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of maintaining accounts records.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of SQE2 skills activities including:

Attendance notes

It is also important to note that during the sessions we will also review legal procedure in regards to how costs operate within the Civil Litigation area.

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It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particular answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Sample Questions Solicitor’s Accounts**

Question 1

A firm of solicitors makes a number of cash payments over the course of a month.

For which of the following cash payments would the corresponding double entry reflect

the fact that the fi rm has incurred an expense?

A £ 100,000 for staff wages.

B £ 15,000 to buy a photocopier.

C £ 20,000 for new office furniture.

D £50,000 in repayment of a bank loan.

E £3,000 to buy a computer.

Question 2

A firm of solicitors buys new office premises for £1 million.

Which of the following pair of double entries shows how the transaction should be

recorded?

A CR entry Cash account. DR entry Premises account.

B CR entry Cash account. DR entry Capital account.

C CR entry Premises account. DR entry Cash account.

D CR entry Cash account. DR entry Expense account.

E CR entry Expense account. DR entry Premises account.

Question 3

A firm of solicitors issues a bill to a client for its professional charges. The firm correctly

records the debt now owed to the firm by making a DR entry in a client account in the

name of the client.

Which of the following best explains how the corresponding double entry should be

recorded?

A A DR entry on the Profit costs account because the firm has earned income.

B A DR entry on the Cash account because the firm has gained cash.

C A CR entry on the Profit costs account because the firm has earned income.

D A CR entry on the Profit costs account because the firm has incurred a liability.

E A CR entry on an Expense account because the firm has incurred an expense.

Question 4

A firm of solicitors receives a number of payments from separate clients over the course of

a week.

Which of the following is a receipt of pure client money?

A A cheque for £1,200 in payment of the firm’s bill for professional charges.

B A cheque for £50 in reimbursement of an as yet unbilled payment made from the firm’s

business bank account.

C A cheque for £200 to cover a disbursement as yet unpaid.

D A cheque for £300,600 comprising £300,000 completion money on the client’s purchase

of a flat and £600 in payment of the firm’s bill.

E A cheque for £100 in respect of a disbursement already paid by the firm.

Question 5

A solicitor is instructed by a client in the purchase of a house. The purchase price agreed

with the seller is £400,000. Prior to any disbursements being incurred, the client sends the

solicitor a cheque for £40,500 comprising £40,000 to use as the deposit for the purchase

and £500 generally on account of costs and disbursements.

Which of the following best describes how the solicitor should deal with receipt of the

cheque?

A Split the cheque by paying £500 into the business bank account and £40,000 into the

client bank account.

B Pay the entire sum into the business bank account and then transfer £40,000 into the

client bank account.

C Pay the entire sum into the business bank account.

D Pay the entire sum into the client bank account.

E Pay the entire sum into the client bank account and then transfer £500 into the business

bank account.

Question 6

A solicitor has acted for a client in respect of commercial property transactions for many

years. The solicitor completes the sale of a property on behalf of a client. The proceeds of

sale are received into the firm’s client bank account. The solicitor is about to transfer the

proceeds of sale to the client when the client instructs the solicitor to pay £10,000 from the

proceeds of sale to the school attended by the client’s son in payment of school fees.

Which of the following best explains whether the solicitor should make the payment?

A Yes, because the solicitor must act in accordance with the client’s instructions.

B Yes, because there is no risk of money laundering.

C Yes, because this would comply with the solicitor’s duty to act in the client’s best

interests.

D No, because it is not the purpose for which the money was being held.

E No, because it would be an improper use of the client account as a banking facility.

Question 7

A solicitor receives £1,000 from a client generally on account of costs. Following the receipt,

the client ledger account shows a CR balance of £1,000 on the client section and a zero

balance on the business section. The solicitor needs to pay a court fee of £300 on the

client’s behalf. The solicitor makes the payment from the firm’s client bank account and

records the payment accordingly in the firm’s accounts. The solicitor has not issued a bill.

Which of the following best describes the effect of the payment?

A The client owes the firm £300.

B There is a DR balance of £300 on the business section of the client ledger.

C The firm is holding £700 on the client’s behalf.

D There is a CR balance of £300 on the client section of the client ledger.

E The solicitor is in breach of the SRA Accounts Rules.

Question 8

A firm sends a bill for professional charges to a client. The firm receives a cheque from the

client in payment of the bill.

Which of the following pair of double entries shows how the receipt of the cheque

should be recorded?

A CR cash account business section.

DR profit costs account business section.

B CR client ledger account business section.

DR cash account business section.

C CR profit costs account business section.

DR client ledger account business section.

D CR client ledger client section.

DR cash account client section.

E CR profit costs account client section.

DR client ledger account client section.

Question 9

A firm is acting for the executors in the administration of an estate. The firm is holding

£300,000 in the client bank account for the executors and sends the estate accounts to the

residuary beneficiary for approval. The residuary beneficiary approves the estate accounts

and asks the firm to hold £220,000 for her and £80,000 for her son, who is buying a house.

The firm is acting for the son in his house purchase.

Which of the following best describes how the firm should record the residuary

beneficiary’s instructions in the accounts?

A An inter- client transfer of £80,000 from the executors’ ledger account to the son’s ledger

account.

B An inter- client transfer of £300,000 from the executors’ ledger account to a client ledger

in the residuary beneficiary’s name followed by a cash transfer of £80,000.

C An inter- client transfer of £80,000 from the executors’ ledger account to the son’s ledger

account and an inter- client transfer of £220,000 from the executors’ ledger account to a

client ledger in the residuary beneficiary’s name.

D Two cash transfers: one of £80,000 and one of £220,000.

E An inter- client transfer of £300,000 from the executors’ ledger account to a client ledger

in the residuary beneficiary’s name followed by an inter- client transfer of £80,000 from

residuary beneficiary’s ledger account to the son’s ledger account.

Question 10

A firm acts for a client in the purchase of a property. The firm sends a bill to the client

made up of:

• £480 for the firm’s professional charges and VAT

• £600 for a surveyor’s fee

The client sends the firm a cheque for £101,080, comprised of £1,080 in payment of the bill

and £100,000 as the balance of the purchase price required to complete the purchase.

Which of the following best describes how the firm should deal with receipt of the

cheque?

A The firm should split the cheque by paying £480 to the client bank account and

£100,600 to the business bank account.

B The firm should pay the whole amount into the client bank account and then make a

cash transfer of £600 into the business bank account.

C The firm should pay the whole amount into the business bank account and then make

an inter- client transfer of £100,000.

D The firm should pay the whole amount into the business bank account and then make a

cash transfer of £100,000 into the client bank account.

E The firm should pay the whole amount into the business bank account and then make a

cash transfer of £1,080 into the client bank account.

Question 11

During an accounting period, a firm of solicitors bills its clients for total professional charges

of £400,000 plus VAT of £80,000. In the same accounting period, the firm buys a computer

for £10,000 plus VAT of £2,000. The firm is registered for VAT purposes.

How much is the firm required to pay to HMRC in respect of VAT at the end of the

accounting period?

A £80,000.

B £2,000.

C £82,000.

D £78,000.

E Nothing.

Question 12

A firm of solicitors is registered for VAT purposes. The firm is refurbishing its offices. As

part of that process the firm sells some items of redundant office furniture. The buyer is not

registered for VAT purposes.

Must the firm charge VAT on the sale price?

A Yes, because the sale is made for a cash consideration.

B Yes, because the sale is made in the course of the firm’s business.

C No, because this is an exempt supply.

D No, because this is not a supply of legal services.

E No, because the buyer is not a taxable person.

Question 13

A firm of solicitors is acting for a client in a litigation matter. The firm is currently holding

£600 in its client bank account for the client generally on account of costs. The firm receives

an invoice from an enquiry agent for charges of £400 plus VAT in connection with the

client’s matter. The enquiry agent’s invoice is addressed to the firm.

Which of the following best explains which bank account the firm should use to pay the

invoice?

A Client, because the firm is holding sufficient funds on the client’s behalf.

B Client, because the invoice relates to the client’s matter.

C Business, because the firm has not yet delivered its bill.

D Business, because the invoice is addressed to the firm.

E Business, because the client has not given instructions for the payment to be made

from the client bank account.

Question 14

A solicitor delivers a bill to a client for professional charges of £1,000 plus VAT. The client

complains that the bill is too high. The solicitor agrees to reduce the bill by 10%.

Which of the following best describes how the reduction should be recorded on the

client ledger account?

A CR (Business section) Profit costs – abatement £100.

CR (Business section) VAT – abatement £20.

B CR (Business section) Profit costs – abatement £120.

C CR (Business section) Profit costs – abatement £100.

DR (Business section) VAT – abatement £20.

D CR (Client section) Profit costs – abatement £100.

CR (Client section) VAT – abatement £20.

E DR (Business section) Profit costs – abatement £100.

DR (Business section) VAT – abatement £20.

Question 15

A solicitor is instructed by a new client in a litigation matter. At the initial interview the

solicitor asks the client to pay £500 generally on account of costs and disbursements. The

client says that they will let the solicitor have a cheque for that sum within the next week. It

is now five days after the initial interview and the client has not yet made any payment to

the solicitor. The solicitor needs to pay a court fee of £100 on the client’s behalf.

Which of the following best explains which bank account the solicitor should use to pay

the £100?

A Client, because disbursements must always be paid from the client bank account.

B Client, because the client’s cheque for £500 will arrive within the next two days.

C Business, because the firm is holding insufficient funds on this client’s behalf.

D Business, because this is a payment of petty cash.

E Business, because disbursements must always be paid from the business bank account.

Question 16

A solicitor delivers a bill to a client for professional charges of £1,000 and VAT of £200.

The client sends the solicitor a cheque, made payable to the firm, for £1,200 in payment of

the bill, but the accompanying letter instructs the solicitor not to pay in the cheque until the

client confirms that there are sufficient funds in their bank account for the cheque to clear.

Should the solicitor pay the cheque into the firm’s client bank account?

A Yes, because client money cannot be withheld from the client bank account.

B Yes, because the firm is entitled to be paid for the work it has done.

C No, because the cheque may be dishonoured.

D No, because this is not a receipt of client money.

E No, because the client’s instructions have been given in writing.

Question 17

A firm of solicitors receives £250,000 on behalf of a client and pays it into the firm’s general

client account. The client instructs the firm to continue to hold the money on their behalf

as they will be abroad for the next month. The firm transfers the money to a separate

designated deposit bank account (SDDBA).

Which of the following best explains why the firm made the transfer?

A Because the bank will calculate the interest payable on the SDDBA.

B Because the firm is not required to keep any accounting records for money held in

a SDDBA.

C Because the money will be safer in a SDDBA.

D Because the SRA Solicitors’ Accounts Rules require the money to be held in a SDDBA.

E Because the firm is entitled to keep all the interest earned on a SDDBA.

Question 18

A solicitor is acting for a client in a business transaction. The solicitor receives £100,000

from the client to be used in the transaction. The solicitor pays the money into the firm’s

general client account. Unexpectedly, the transaction is delayed, and the money is held

in the general client account for much longer than anticipated. In view of the delay, the

solicitor decides to allow £50 in interest.

Which of the following pair of double entries shows how the interest owed to the client

should be recorded?

A CR Interest payable ledger account (Business section)

DR Client ledger account (Business section)

B DR Client ledger account (Client section)

CR Cash account (Client section)

C DR Interest payable ledger account (Business section)

CR Client ledger account (Client section)

D DR Client ledger account (Business section)

CR Cash account (Business section)

E DR Interest payable ledger account (Business section)

CR Client ledger account (Business section)

Question 19

A firm received £200,000 on behalf of a client and paid the money into a separate

designated deposit bank account. The bank informs the firm that £100 interest has been

earned on the money.

Which of the following best describes how the firm should deal with the interest?

A Instruct the bank to transfer the interest to the firm’s business bank account.

B Record the interest on the deposit section of the client’s ledger account.

C Instruct the bank to transfer the interest to the client’s ledger account.

D Record the interest on the business section of the client’s ledger account.

E Record the interest on an interest payable ledger account.

Question 20

A solicitor is acting for the seller of a property. The terms of the contract provide for the

buyer to pay a 10% deposit on exchange of contracts to be held by the seller’s solicitor as

stakeholder. On exchange of contracts the solicitor receives the 10% deposit.

Which of the following best describes how the solicitor should deal with the deposit?

A Pay the money into the firm’s client bank account but make no ledger entries to record

the receipt.

B Pay the money into the firm’s business bank account and record the receipt on the

stakeholder ledger account in the joint names of buyer and seller.

C Forward the money to the seller and record the receipt on the stakeholder ledger

account in the joint names of buyer and seller.

D Pay the money into the firm’s client bank account and record the receipt on the

stakeholder ledger account in the joint names of buyer and seller.

E Pay the money into the firm’s business bank account and record the receipt on the

seller’s client ledger account.

Question 21

A firm is acting for a client in the purchase of a property. The client pays the firm £400,000

to use in part payment of the purchase price of £500,000. The client will fund the balance

of the purchase price by borrowing £100,000 from a building society by way of a mortgage.

The firm is also acting for the lender in relation to the mortgage.

Prior to completion of the purchase, the firm receives the mortgage advance and pays the

money into the firm’s client bank account. The firm records the receipt on a client ledger

account in the name of the lender.

Which of the following best describes the accounting records the firm should make on

the borrower’s ledger account on completion?

A An inter- client transfer of £100,000 from the lender’s ledger account followed by a

payment of £500,000 to the seller.

B A payment of £500,000 to the seller.

C A payment of £400,000 to the seller.

D An inter- client transfer of £400,000 to the lender’s ledger account.

E An inter- client transfer of £500,000 from the lender’s ledger account followed by a

payment of £500,000 to the seller.

Question 22

A solicitor is a joint executor named in a will. The solicitor is now dealing with the

administration of the estate. To assist with the administration the solicitor opens a bank

account. The solicitor is one signatory on the account. The second signatory is the other

executor named in the will.

Which of the following best explains the solicitor’s obligations with regard to the money

held in the bank account?

A Because the money is not being held in a client account, the solicitor must safeguard

the money, but has no obligations under the SRA Accounts Rules.

B Because this is not client money, the solicitor is not subject to the SRA Accounts Rules.

C Because the money is being held in a joint account, the solicitor’s only obligations are

to obtain bank statements on the account every five weeks and keep a central record

of bills.

D Because the money is not being held in a client account, the solicitor has limited

obligations under the SRA Accounts Rules but must still safeguard the money.

E Because this is client money, the SRA Accounts Rules apply in their entirety.

Question 23

A firm of solicitors was set up 14 months ago. During its first accounting year the firm has

generally handled only small amounts of client money, but on three occasions the balance

on the firm’s client bank account has exceeded £1m.

Which of the following best describes the firm’s obligations with regard to obtaining an

accountant’s report?

A The firm is not obliged to obtain an accountant’s report because it only handles small

amounts of client money.

B The firm is not obliged to obtain an accountant’s report because it is only at the end of

its first accounting year.

C The firm must obtain an accountant’s report, but only needs to submit the report to the

SRA if it is qualified.

D The firm must obtain an accountant’s report and must submit the report to the SRA even

if it is not qualified.

E The firm must obtain an accountant’s report and must submit the report to the SRA if it

is not qualified but discloses a breach of the SRA Accounts Rules.

**Week 8 – Legal Research**

**Skills Workshop Description**

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| **SQE2 Assessment Details**  This is a computer-based assessment. Candidates will be required to investigate a problem for a client. They will be given an email from a partner asking the candidate to research an issue or issues, so that the partner can report back to the client. Candidates will have to produce a written note explaining to the partner their legal reasoning and the key sources they rely on, as well as the advice the partner should give the client. They will not need to produce a research trail.  Please note that while the subject matter of the research will be within the broad heading of the practice area in which the assessment is set, it may be outside the scope of the Functioning Legal Knowledge, thus requiring research.  Candidates will be provided with sources for the legal research exercises. These may include both primary and secondary sources. Some of the sources provided may not be relevant.  Candidates will have 60 minutes to complete this task. |

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| **SQE Learning Outcomes**  **Assessment objective**  Candidates can demonstrate they are able to conduct legal research from a variety of resources provided and produce a written report.  **Assessment criteria**  Candidates will be assessed against the following criteria:  **Skills**  1. Identify and use relevant sources and information.  2. Provide advice which is client-focused and addresses the client’s problem.  3. Use clear, precise, concise and acceptable language.  **Application of law**  4. Apply the law correctly to the client’s situation.  5. Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity. |

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| **Marking SQE2**  **Overview**  The interviewing station will be marked by the assessor playing the role of the client and will be marked on skills only. The attendance note and all other stations will be marked by a solicitor who will assess candidates on both skills and application of law.  The assessment criteria against which candidates will be judged are as follows:   * Superior performance: well above the competency requirements of the assessment * Clearly satisfactory: clearly meets the competency requirements of the assessment * Marginal pass: on balance, just meets the competency requirements of the assessment * Marginal fail: on balance, just fails to meet the competency requirements of the assessment * Clearly unsatisfactory: clearly does not meet the competency requirements of the assessment * Poor performance: well below the competency requirements of the assessment.   This grading will then be converted into numerical marks such that A = 5 marks and F = 0 marks.  The marking criteria has been divided into marks for skills and marks for application of law.  **Level of legal detail required**  In demonstrating that they have reached the standard of competency of a Day One Solicitor, candidates will need to demonstrate that they can apply fundamental legal principles in the skills-based situations covered by SQE2 in a way that addresses the client’s needs and concerns. They will need sufficient knowledge to make them competent to practise on the basis that they can look up detail later.  **Application of law**  The assessment criteria for SQE2 refer to correct and comprehensive application of law. The following is a non-exhaustive list of what this may include:   * Identifying relevant legal principles * Applying legal principles to factual issues, so as to produce a solution which best addresses a client’s needs and reflects the client’s commercial or personal circumstances, including as part of a negotiation * Interpreting, evaluating and applying the results of research * Ensuring that advice is informed by appropriate legal analysis and identifies the consequences of different options * Drafting documents which are legally effective * Applying understanding, critical thinking and analysis to solve problems * Assessing information to identify key issues and risks * Recognising inconsistencies and gaps in information * Evaluating the quality and reliability of information * Using multiple sources of information to make effective judgments * Reaching reasoned decisions supported by relevant evidence.   **Correct and comprehensive application of law**  The assessment criteria for application of law refer to legally correct and legally comprehensive. How each of these is interpreted will depend on an academic judgment about each assessment informed by the Statement of Solicitor Competence and the Functioning Legal Knowledge for SQE2.  **Clear, precise, concise and acceptable language**  The assessment criteria for the written skills refer to clear, precise, concise and acceptable language. This may include:   * Using clear, succinct and accurate language and avoiding unnecessary technical terms where they are not appropriate to the recipient * Using an acceptable style of communication for the situation and recipient. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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Read the following SQE2 information from the SRA website:

**Annex 1 – Functioning Legal Knowledge for SQE2**

**Annex 2 – Threshold Standard**

**Annex 3 – Statement of Solicitor Competence (SoSC)**

**Annex 4 – SQE Skills Mapping Against the SoSC**

**https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-assessment-specification**

**A Practical Guide to Lawyering (Both available on Moodle)**

**Chapter 3 - Legal Research**

**Chapter 4 – Practical Legal Research**

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Prior to attending the class, it is **ESSENTIAL** that you have attempted the SQE2 Practice Question on Legal Research. This can be accessed using the following link:

<https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-sample-questions>

You are then required to click on the link at the bottom of the page that reads:

**SQE2 exam functionality on Pearson VUE**

On the Pearson Vue platform you simply need to proceed to the Legal Research assignment and attempt the question, noting any feedback that you are provided.

**Icon

Description automatically generated** Step 2 – Interaction

Within the class sessions we will be working through a range of tasks that will ensure that you are familiar with the process of conducting practical legal research.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of researching legal matters.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice. The session also forms part of your final portfolio assessment.

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Description automatically generated** Step 3 – Consolidation

Each of the skills sessions within the programme form the material required to successfully complete the portfolio assignment on legal skills. It is therefore important that each session is followed by the completion of the relevant aspect of the portfolio.

The portfolio assignment brief is as follows:

**Assessment Brief**

This portfolio assessment is based on the Assessments for SQE2 and comprises three key elements. Each element must be passed to pass overall.

**Element 1** is a 2000-word report in which you will synthesise and critically appraise the importance of the key six professional legal skills (client interview and attendance note/legal analysis, advocacy, case and matter analysis, legal research, legal writing and legal drafting) – weighting 20%

**Element 2** is an assessment of your professional competence relating to the six professional legal skills– weighting 60% (10% each competence).

The six assessment components of element 2 are:

**Client interview and attendance note/legal analysis**

20-30 minute interview with client to establish client need including the production of an attendance note recording a client interview and initial legal analysis.

**Advocacy**

Court based session in which students can demonstrate they are able to conduct a piece of advocacy before a judge.

**Case and matter analysis**

Students are required to produce a written report to a partner giving a legal analysis of the case and client-focused advice.

**Legal research**

Students are required to conduct legal research from a variety of resources provided and produce a written report.

**Legal writing**

Students are required to produce a letter or an email as the solicitor acting in a matter.

**Legal drafting**

Students are required to draft a legal document or parts of a legal document for a client.

**Element 3** is a written piece of 2000 words in which you critically evaluate your professional effectiveness relating to the six professional legal skills and develop justifiable strategies for improving the six professional legal skills competencies.

The assessment is not only for students to develop competence in these skills areas but also to demonstrate understanding of the importance of the skills and to reflect upon your performance and to develop strategies for improvement in the future.

This assessment requires you to critically evaluate your own professional skills and construct justified and creative strategies for improving these.

**IT IS IMPORTANT TO NOTE THAT THE WORD COUNTS LISTED ABOVE ARE RELATED TO THE WHOLE OF THE PORTFOLIO AND NOT THIS SPECIFIC COMPONENT.**

**STUDENTS ARE ADVISED TO CONSOLDIATE THEIR LEARNING BY WRITING UP TO 400 WORDS FOR ELEMENT ONE, 1000 WORDS FOR ELEMENT 2 AND UP TO 400 WORDS FOR ELEMENT 3 – ALL RELATED TO LEGAL RESEARCH.**



**Roadmap 3**

**Week 9 to 12 – Dispute Resolution, English Legal System and Interviewing and Case Analysis Practical Skills Test**

**Week 9 and 10 – Dispute Resolution**

**Workshop Description**

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| **Context**  Introduction  Whilst the public perception of litigation as slow and expensive, with cases argued by pompous barristers and presided over by elderly and out of touch judges may not have changed, the reality certainly has. Indeed, civil litigation disputes are more likely to be ‘fought’ in the tranquil surroundings of lawyers’ offices or even a hotel boardroom than the courtroom, as the popularity of alternative dispute resolution increases. Even if the case does proceed through the courts, many claims are dealt with online – a development which is set to continue in the future. To facilitate this, the courts’ system is in the throes of a £1 billion reform programme aimed at reducing reliance on buildings, face to face hearings and paper to allow for and promote the use of technology in resolving disputes.  There are several alternatives to court proceedings which may produce the remedy the client wants and, as part of the government’s commitment to reducing the costs of litigation, alternative dispute resolution is actively encouraged. Arbitration, mediation and negotiation are now important aspects of civil litigation with most cases being settled well before the trial.  These alternative procedures should always be considered at the first interview with the client and reviewed regularly thereafter.  This module will provide an overview of the civil litigation process and of some of the more  common types of alternative dispute resolution. |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   1. Analysis of merits of claim or defence. 2. Arbitration, mediation and litigation as an appropriate mechanism to resolve a dispute. 3. Pre-action considerations and steps. 4. Commencing, responding to or progressing a claim. 5. Case management and any interim applications relevant to a claim. 6. The evidence needed and disclosure steps required in commencing, responding to, progressing or defending a claim. 7. Preparation of a case for a trial, the trial and any post trial steps. 8. Procedures and processes relevant to costs involved in dispute resolution.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **The principles, procedures and processes involved in dispute resolution**  Different options for dispute resolution:   * The characteristics of arbitration, mediation and litigation which make them an appropriate mechanism to resolve a dispute.   Resolving a dispute through a civil claim:   * preliminary considerations: limitation, pre-action protocols: * parties and causes of action * calculating limitation periods for claims in contract and tort * Practice Direction – pre-action conduct * principles and purpose of pre-action protocols governing particular claims and consequences for failure to follow their terms * applicable law: mechanisms to determine which country’s laws apply to a contractual or tortious claim issued in the courts of England and Wales * jurisdiction: mechanisms to determine jurisdiction over an international contractual or tortious claim.   Where to start proceedings:   * allocation of business between the High Court and the county court * jurisdiction of the specialist courts.   Issuing and serving proceedings:   * issuing a claim form * adding, removing or substituting parties * service of a claim form within the jurisdiction * procedure for service of a claim form outside the jurisdiction (with or without the court’s permission) and mechanisms for effecting valid service in another jurisdiction * deemed dates of service and time limits for serving proceedings * service by an alternative method.   Responding to a claim:   * admitting the claim * acknowledging service and filing a defence and/or counterclaim * disputing the court’s jurisdiction * entering and setting aside judgment in default * discontinuance and settlement * time limits for responding to a claim.   Statements of case:   * purpose, structure and content of a claim form, particulars of claim, or defence relating to a claim in contract or tort * purpose, structure and content of a reply, Part 20 claim, or defence to Part 20 claim * requests for further information about statements of case * amendments.   Interim applications:   * procedure for making an application * purpose, procedure and evidence required for particular applications:   + summary judgment   + interim payments   + interim injunctions.   Case management:   * the overriding objective * track allocation * case management directions for cases proceeding on the fast or multi-tracks * non-compliance with orders, sanctions and relief * costs and case management conferences.   Evidence:   * relevance, hearsay and admissibility * the burden and standard of proof * expert evidence -   + opinion evidence   + duties of experts   + single joint experts   + discussion between experts * witness evidence -   + witness statements   + affidavits.   Disclosure and inspection:   * standard disclosure * orders for disclosure * specific disclosure * pre-action and non-party disclosure * electronic disclosure * privilege and without prejudice communications * waiver of privilege.   Trial:   * summoning witnesses * preparations for trial -   + purpose of pre-trial checklists and hearings   + purpose of trial bundles. * trial procedure including modes of address, court room etiquette and the difference between leading and non-leading questions * the nature and effect of judgment.   Costs:   * costs management and budgeting * inter-partes costs orders (interim and final) * non-party costs * qualified one-way costs shifting * Part 36 and other offers * security for costs * fixed and assessed costs.   Appeals:   * permission * destination of appeals * grounds for appeals.   Enforcement of money judgments:   * oral examination * methods of enforcement * procedure and mechanisms for effecting valid enforcement in another jurisdiction. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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Read the following chapters from the Dispute Resolution in Contract and Tort Text book.

**Week 1**

**Chapter 6 – Costs and Funding**

**Chapter 7 – Alternative Dispute Resolution**

**Chapter 8 – Pre-Action Conduct**

**Chapter 9 – Starting and Serving Your Court Action**

**Chapter 10 – Responding to a Claim**

**Chapter 11 – Statements of Case**

**Chapter 12 – Case Management**

**Week 2**

**Chapter 13 – Interim Applications**

**Chapter 14 – Disclosure and Inspection**

**Chapter 15 – Witness Statements and Evidence**

**Chapter 16 – Expert Evidence**

**Chapter 17 – Settlement Offers and Discontinuance**

**Chapter 18 – Trial and Appeals**

**Chapter 19 – Enforcement of Money Judgments**

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Week 1

Watch the SQE Bitesize video entitled ‘Different Options for Dispute Resolution’

Watch the SQE Bitesize video entitled ‘Resolving a Dispute Through a Civil Claim’

Watch the SQE Bitesize video entitled ‘Commencing Proceedings’

Watch the SQE Bitesize video entitled ‘Responding to a Claim’

Watch the SQE Bitesize video entitled ‘Statements of Case’

Watch the SQE Bitesize video entitled ‘Costs Management’

Week 2

Watch the SQE Bitesize video entitled ‘Interim Applications’

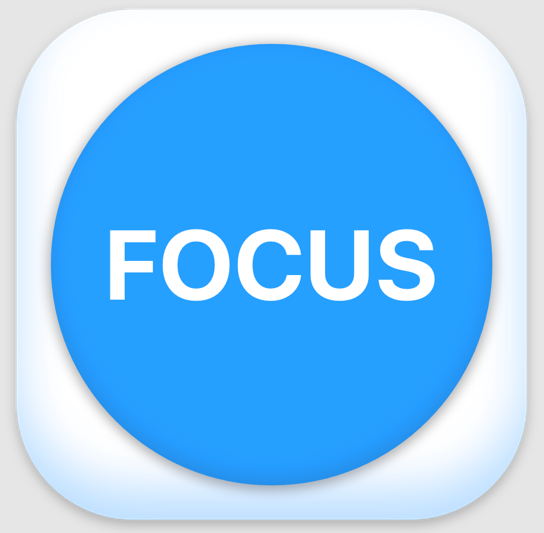
Watch the SQE Bitesize video entitled ‘Disclosure and Inspection’

Watch the SQE Bitesize video entitled ‘Evidence’

Watch the SQE Bitesize video entitled ‘Trials and Appeals’

Watch the SQE Bitesize video entitled ‘Costs’

Watch the SQE Bitesize video entitled ‘Enforcement of Money Judgments’



**WEEK 1**

**Limitation periods : -**

* Limitation Act 1980,
* Application,
* Period calculation,
* Different case types.

**Alternative Dispute Resolution - Arbitration & Mediation : -**

* Appropriate? Preferable? Cheaper?
* Format & outcome.

**Pre-Action Conduct**

* Practical steps.
* Selecting Pre-action protocols.
* Protocol content & application.
* Protocol purpose & exiting.

**Online Portals**

* Different portals.
* Portal purpose & exiting.

**Letter of Claim**

* Procedural purpose & content.
* Structure & drafting.

**Claim Form**

* Procedural purpose & content.
* Structure & drafting.

**Particulars of Claim**

* Procedural purpose & content.
* Structure & drafting.

**Service**

* Court Proceedings.
* Court documents generally.
* Methods.
* Service date deadlines.

**Judgment**

* Time limits &default.
* Requesting & setting aside.

**Defence**

* Procedural purpose & format.
* Structure, content & drafting.
* Denials.
* Contributory Negligence.
* Counterclaims & Part 20 Claims.

**Case Management**

* Overiding objective – CPR 1
* Court’s role & powers
* Sanctions
* Allocation / Tracking
* Costs management
* Pre-Trial reviews

**Directions Questionnaires**

* Case management purpose.
* Drafting.
* Direction/Hearing listing strategies.

**WEEK 2**

**Disclosure & Inspection**

* Standard disclosure CPR31.6
* “Control” CPR31.8

**Statements**

* Witnesses
* Burden of proof
* Standard of proof
* Hearsay evidence
* Statement structure & format.
* Statement drafting and content.

**Expert Evidence**

* Opinion Evidence
* Experts qualifications
* Experts Duties
* Expert’s Report
* Questions/Discussions
* Trial

**Discontinuance**

* Reasons & strategies.
* Procedure & risks.

**Preparation for Trial**

* Client and witnesses
* Counsel / Advocate
* Part 36 offers
* Trial timetable
* Judgment & Appeals
* Enforcement

Ensure you are familiar with the SRA Rules of Conduct as they relate to conflicts of interests

# **Step 2 – Interaction**

Within the class sessions we will be working through a series of real world and simulated cases with a view to building your knowledge of both the procedural and operational aspects of operating a legal claim.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of SQE2 skills activities including:

* Case Analysis
* Attendance notes
* Legal Writing
* Legal Drafting
* Legal Research

It is also important to note that during the sessions we will also review legal procedure including:

* The Civil Procedure Rules
* Pre-Action Protocols
* Part 36 of the CPR
* Court process

**Shape

Description automatically generated** Step 3 – Consolidation

It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Sample Questions Dispute Resolution**

Question 1

A client purchases a software package to assist in the ordering and distribution of stock for

their manufacturing process. The system does not comply with the client’s requirements and

they instruct their solicitors to issue proceedings for breach of contract.

What is the best advice the solicitor can give their client concerning alternative dispute

resolution (ADR)?

A There is no need for the client to engage in ADR unless they choose to do so.

B The client may decide not to engage in ADR but should be prepared to justify this

decision to a judge.

C If the client fails to engage in ADR, the court will impose costs sanctions.

D The only options of ADR that are available to the client are mediation and arbitration.

E In ADR, a third party selected by the claimant will assist the parties to resolve their

disputes.

Question 2

A client runs a business providing educational software to colleges of further education

to improve their assessment processes. However, complaints have been received from

one college that the assessments are not being correctly recorded and the principal has

indicated that they will not be renewing the contract. It becomes apparent to the client

there may be errors in the system. The client has a number of other colleges that are

considering using the system.

Which of the following statements describes the client’s best option for resolving the

matter and why?

A Mediation because it is a cheaper and faster option than litigation.

B Mediation because it takes place in private and will ensure that other colleges do not

become aware of the dispute.

C Mediation because it is more likely that the parties will preserve their business

relationship.

D Arbitration because the decision is binding on both parties.

E Arbitration because an expert on information technology can determine the dispute.

Question 3

A company is owed a significant amount of money by a partnership in relation to an

alleged failure to comply with a contract to supply goods. The partners are adamant they

do not owe the money, arguing that the company is in breach of contract of an implied

term as to quality. Negotiations to resolve the matter have failed, as has mediation, and the

company has not received the outstanding monies.

What advice should the solicitor give to the company before issuing proceedings?

A As it has not been possible to resolve the dispute, there is no alternative but to resort to

litigation and issue proceedings.

B Civil litigation is governed by the Civil Process Rules, which dictate the procedure that

must be adopted when pursuing a claim through the courts.

C The only advantage of litigation is that a final decision will be made by the judge but

the disadvantage is the increased cost.

D Once a judgment has been given, the parties must write to the High Court for

permission to enforce the judgment.

E Once a claim has entered the litigation process, it must follow all five stages up to and

beyond the trial.

Question 4

A man, who owns a florist business, entered into an oral contract on 16 January with a

company that grows and sells flowers. He submits that the contract contained an express

term the flowers would be delivered on 8 February with time being of the essence. The

reason for this provision was that the flowers were required for the lucrative Valentine’s Day

market on 14 February. The flowers failed to arrive until 17 February and most remained

unsold. The company disputes such a term was agreed and neither party has a written note

that time was of the essence.

Which of the following statements best describes the advice the solicitor should give to

the man concerning the commencement of proceedings?

A There is no hurry to issue proceedings as the limitation period does not expire for three

years from 16 January.

B The limitation period runs from the date of breach of the contract, this being the date of

delivery of the flowers on 17 February.

C When issuing proceedings, it does not matter whether the defendant is sued in their

company name or as individual directors.

D There is no need to look into the defendant’s finances until judgment has been

obtained.

E The prospects of the man succeeding in his claim are likely to be affected by his failure

to record in writing that a specified delivery date was agreed and that time was of the

essence.

Question 5

A company client seeks advice in relation to a contract for the sale of a carpet to a hotel.

The customer strongly disputes payment on the basis that the carpet supplied did not match

the sample provided. The client instructs their solicitor to issue proceedings against the

customer.

Which of the following best describes the approach that should be taken by the client?

A The client may issue proceedings against the customer immediately with confidence

that sanctions will not be imposed.

B As the only purpose of the pre- action protocols is to assist the parties in settling cases

without litigation, the client need not comply as agreement is unlikely.

C Unless the limitation period is about to expire, the client should write to the customer

with concise details of the claim and disclose key documents.

D The client may choose whether to follow a pre- action protocol or whether to rely upon

the Practice Direction for Pre- Action Conduct.

E When trying to resolve matters, all possible steps should be taken by the client to effect

this but only proportionate costs need be incurred.

Question 6

A claimant (an English company) enters into a contract with an Italian company for the

purchase of 500 bicycles. As required by the agreement, the claimant pays in full for

the bicycles on 14 March and they are delivered to England on 27 March ready for sale

at a cycling festival scheduled to take place in London. When the bicycles arrive at the

claimant’s premises in England, the claimant inspects them and finds that a faulty gear

mechanism has been installed on all the bicycles. As a consequence, the claimant wishes

to reject the goods and claim the return of the monies paid. The claimant requests advice

on issuing proceedings.

Which of the following statements best explains how the claimant should proceed?

A The claimant has complete choice as to jurisdiction and so should issue proceedings in

the English courts as this would be more convenient.

B The claimant should check the contract to see if there is a term agreeing which

country’s laws apply and whether the courts of England and Wales or Italy have

jurisdiction to hear the dispute.

C In the absence of prior agreement, in a contract case such as this, a defendant must

always be sued in their local courts so the Italian courts would have jurisdiction in this

dispute.

D In the absence of prior agreement, as this is a contract for sale of goods, the

Italian company must be sued in the Italian courts as this is where the goods were

despatched from.

E In the absence of prior agreement, the dispute will be determined by English law as

it is a sale of goods contract and the applicable law is that of the country where the

buyer has their habitual residence.

Question 7

A claimant wants to issue proceedings for a breach of contract claim arising from the

provision of goods that were not of satisfactory quality. This caused the claimant to suffer

losses of £43,000 being the price of the goods and £52,000 loss of profits. The defendant is

an individual who trades under a business name. The defendant has failed to respond to

any correspondence from the claimant. When the contract was negotiated, the defendant

instructed solicitors to act on their behalf.

Which statement describes the best way in which the claimant should issue

proceedings?

A In the High Court against the defendant in their individual and business names, with

the address for service being that of the defendant.

B In the High Court against the defendant in their business name only, with the address

for service being that of the solicitors.

C In the County Court against the defendant in their personal name only, with the

address for service being that of the defendant.

D In the County Court against the defendant in their business name only, with the address

for service being that of the solicitors.

E In the County Court against the defendant in their individual and business names, with

the address for service being that of the defendant.

Question 8

A claim form is served by first class post on Friday 2 April. The particulars of claim is

delivered to a permitted address at 5pm on the following Thursday 8 April. The next day is

Good Friday and the Monday 12 April is also a bank holiday, being Easter Monday.

Which of the following statements gives the correct days of deemed service?

A The claim form is deemed served on Tuesday 6 April; the particulars of claim is

deemed served on Tuesday 13 April.

B The claim form is deemed served on Monday 5 April; the particulars of claim is

deemed served on Thursday 8 April.

C The claim form is deemed served on Tuesday 6 April; the particulars of claim is

deemed served on Friday 9 April.

D The claim form is deemed served on Tuesday 6 April; the particulars of claim is

deemed served on Monday 12 April.

E The claim form is deemed served on Monday 5 April; the particulars of claim is

deemed served on Tuesday 13 April.

Question 9

A claimant commences a claim for breach of contract against a company (the defendant).

Two years later, the company is sold to another company (the purchasing company), which

takes over all the assets and liabilities. The claimant applies, within the limitation period, to

substitute the company as a defendant with the purchasing company so that the claim may

continue.

Which statement best describes the court’s powers in this situation?

A Because the purchasing company has taken over the company’s liabilities, the claimant

has the right to substitute the purchasing company as a new party.

B The purchasing company must file their consent in writing with the court before they

may be substituted as a defendant.

C The court can substitute the purchasing company as a defendant as it is desirable to

do so given that the company’s liabilities have passed to the purchasing company.

D The court can substitute the purchasing company as a defendant because the claim

cannot properly be carried on without the new party.

E The court cannot substitute the purchasing company as a defendant.

Question 10

A claimant issues proceedings against a travel company for failing to repay the monies

that he paid for his holiday, which was cancelled due to civil disorder in the country he

was intending to visit. The claim form and the particulars of claim are deemed served on

Tuesday 11 May.

Which of the following answers correctly describes the time limits imposed by the CPR?

A The company must file a full defence within 14 days and in any event by Tuesday

25 May.

B If the company files an acknowledgment of service within 14 days, they have until

Tuesday 8 June to file a full defence.

C If the company files an acknowledgement of service on Thursday 13 May, they have

until Thursday 27 May to file a full defence.

D If the company files an acknowledgment of service on Friday 14 May, the claimant may

apply for default judgment 14 days thereafter.

E If the company fails to respond to the proceedings, the first date on which the claimant

could apply for default judgment is Tuesday 25 May.

Question 11

A woman is the managing director of a company. She becomes aware that default

judgment has been entered, correctly, for an outstanding invoice. The employee in the

accounts department who is responsible has been extremely busy and confesses that he

forgot to deal with the invoice. However, he explains to the woman that the reason for

the non- payment was because there was a dispute about the quality of the consignment

delivered under the contract.

Which of the following best describes the course of action which the woman

should take?

A The woman should write to the court on behalf of the company requesting more time to

investigate and ask that judgment be set aside in the meantime.

B The company should apply to the court requesting that the judgment be set aside

under the mandatory ground.

C The company should apply to the court requesting that the judgment be set aside

on the discretionary ground that the defendant has a real prospect of successfully

defending the claim.

D The company should apply to the court and rely upon the discretionary ground that

there is some other good reason why the judgment be set aside.

E The woman should advise her fellow directors that if the company succeeds in the

application, the claimant will be ordered to pay their costs.

Question 12

A claimant has issued proceedings against a defendant and the trial date is approaching.

The parties enter into negotiations and agree that the defendant will pay half of the

outstanding invoice that is in dispute, and the claimant will supply additional materials at

no extra cost. The claimant does not want other customers to be aware of this arrangement.

Both parties are represented by solicitors.

Now the parties have agreed a resolution to their dispute, what answer describes the

best way forward?

A The claimant will agree to discontinue their claim.

B The parties will record their agreement in an exchange of correspondence.

C The parties will need to attend a court hearing to confirm their agreement.

D The parties should sign a formal consent order to be sealed by the court.

E The parties should sign a Tomlin order.

Question 13

A company (the claimant) owns an office building on a business park. When making a

delivery of office supplies to the claimant, the defendant loses control of his van and

crashes into the reception causing extensive damage. The cost of rebuilding has been

assessed as £32,500. The defendant is refusing to accept liability and so the claimant

issues proceedings in the County Court.

Which of the following statements best describes how the claimant should make a claim

for interest?

A The claimant should claim interest pursuant to any relevant term in the contract

between it and the defendant.

B The claimant need not claim interest as this will be automatically added to the claim if

successful.

C The claimant should set out the basis of its entitlement to interest, but need not

calculate the amount owing.

D The claimant must precisely calculate the amount of interest which has accrued up to

the date of proceedings.

E The claimant must precisely calculate the amount of interest which has accrued up

to the date of proceedings as well as the daily rate of interest which will continue to

accrue.

Question 14

The defendant is served with proceedings for damage caused to the claimant’s reception

building when his van collided into it. He denies liability and files and serves a defence

alleging that the reason he lost control of the van was because there were shards of glass

on the driveway approaching the reception, which caused a puncture to the front tyre. The

defendant alleges that he was a visitor within the meaning of the Occupiers’ Liability Act

1957 and that the claimant failed in its statutory duty to safeguard him from danger and a

foreseeable risk of damage to his property. He also makes a claim for the cost of repair to

his van. This is disputed by the claimant.

Which of the following statements correctly describes how the defendant should

approach drafting his statements of case?

A When drafting his defence, the defendant need only admit facts that he accepts and

deny those which he disputes.

B The defendant should adopt a structured approach to drafting his defence, but any

facts missed are deemed to have been denied.

C The defendant should include a counterclaim with his defence if he wishes to claim for

the repair of his van.

D When drafting a counterclaim, the defendant should include all the relevant facts even

if these have already been set out in the defence.

E The counterclaim need not be verified by a statement of truth as it is part of the

defence.

Question 15

The claimant has issued proceedings against the defendant, who files and serves a

defence and counterclaim in response. However, the claimant is unable to respond

effectively because the contents are lacking in clarity.

Which of the following statements provides the best advice as to the action the

claimant should take first?

A The claimant should write to the defendant to request further information on the

defence and counterclaim.

B The claimant should make an application to the court to request further information in

relation to the defence and counterclaim.

C The claimant should apply for permission from the court as they cannot make an

application for further information on the defence and counterclaim without this.

D The claimant does not need to respond to the counterclaim as they are deemed to

deny it.

E The claimant should file a reply to the defence and a defence to the counterclaim

based on the information that has been provided by the defendant

Question 16

The defendant has a contract with a hotel to landscape their gardens ready for the official

opening on 14 May. They order 2,000 plants and shrubs (the Order) from the claimant

for £18,500. However, the Order does not arrive until 20 May (after the event) and so the

defendant refuses to pay the invoice. The claimant issues proceedings in the County Court

for the monies due and the defendant responds with a defence stating: ‘We dispute the

payment. The Order arrived too late so we could not fulfil our contract with the hotel. The

terms of the contract were agreed orally at a meeting where our sales director made it

clear to the claimant’s facilities manager that the plants and shrubs had to be delivered by

7 May to allow time for planting and that time was of the essence.’ The claimant applies to

the court for an order for summary judgment.

Which of the following answers best describes the likely outcome of the claimant’s

application for summary judgment?

A The claimant will succeed in its application because the defendant’s defence does not

provide sufficient detail for the court to determine the matter.

B The claimant may fail in their application because the need to hear oral evidence from

witnesses to determine whether time was of the essence is a compelling reason as to

why the matter should proceed to trial.

C The claimant will fail in their application but only because the information provided

in the defence is sufficient to demonstrate that the defendant has a real prospect of

successfully defending the claim.

D The claimant may fail in their application because the matter is too complex and

technical to be dealt with at a summary judgment hearing and this is a compelling

reason why the matter should proceed to trial.

E The court is likely to make a conditional order as it is possible but not probable that the

defence will succeed.

Question 17

The company is a pharmaceutical corporation and they have just developed a vaccine for a

coronavirus that is sweeping the globe. One of their research scientists is offered significant

financial incentives to work for a competitor in producing their own vaccine. The scientist

leaves the company and begins work immediately for the competitor. The company is

concerned that the scientist will use the confidential information and knowledge they have

acquired and this will have a huge impact upon the company’s future profits. They have

information that the scientist downloaded material onto a mobile device and also that they

may be moving to the United States to work in a laboratory there.

Which of the following best describes the action that the company could take to protect

their position?

A The company should issue proceedings against the scientist claiming damages for

breach of contract and wait for the trial to determine these.

B The company should apply for an interim injunction to prevent the scientist from using

the confidential information that they have obtained.

C The company should apply for a search order and a freezing injunction against the

scientist.

D The company should apply for an interim injunction to prevent the scientist from using

the confidential information that they have obtained together with a search order.

E The company should apply for an interim injunction to prevent the scientist from using

the confidential information that they have obtained, a search order and a freezing

injunction.

Question 18

A woman issues proceedings against a company for breach of contract relating to the

building of a new house. The company respond with a full defence and a counterclaim

for the second instalment, which they allege is owed by the woman for the building works

carried out to date. The issues in dispute are complex and highly contested so the litigation

is likely to take some considerable time to resolve. The woman has just lost her employment

and is in financial difficulties. Her solicitor advises her to apply for an interim payment.

Is the woman likely to succeed in her application for an interim payment?

A Yes, because the woman can apply for an interim payment as soon as she serves the

particulars of claim.

B Yes, because when deciding whether to grant the application for an interim payment,

the court may take into account the woman’s financial hardship.

C No, because liability has not been determined and the court must have established

liability before an interim payment can be awarded.

D No, because the litigation is complex and highly contested, so the court cannot be

satisfied the woman would obtain judgment at trial.

E No, because the company have served a counterclaim and this precludes the woman

from being granted an interim payment.

Question 19

The claimant issues proceedings against the defendant for breach of contract arising from

the installation of a heating system in their plant nursery. The claimant claims that, due

to inherent defects within the system, the heating failed to come on at the appropriate

temperature on the night of 23 November. As a consequence, the claimant’s entire stock

of valuable roses died causing losses of £43,000 and damage to their reputation in the

industry. This is disputed by the defendant who submits that the fault lay with the claimant

in its operation of the system. Both parties have instructed experts. The claimant is a multinational

company whereas the defendant is an individual.

Which of the following best describes the approach the court would take when seeking

to comply with the overriding objective?

A The aim of the court is to deal with the case justly and at reasonable cost. As a

consequence, the court directs that a single joint expert be appointed to deal with

liability.

B The court must manage cases as best as possible and the parties are required to

assist the court in furthering the overriding objective.

C The court will concentrate entirely on the merits of the case and will have no

regard for the difference in status and financial position of the claimant and the

defendant.

D The court will take account of the fact this is a complex breach of contract claim

requiring expert evidence and the level of damages sought is £43,000.

E The court will allocate all the resources the claimant requires to resolve the matter

because of the importance of the matter to the claimant.

Question 20

The claimant has issued proceedings in the County Court for £24,500 against the defendant.

The particulars of claim state that: ‘The claim is for building work provided by the defendant

which was sub- standard’. The court provisionally allocates the claim to a track. The

defendant completes the directions questionnaire as required and files it at court, but the

claimant fails to file their questionnaire.

Which of the following statements best describes how the matter will proceed?

A The court will provisionally allocate the claim to the multi- track.

B The defendant could apply to strike out the claim on the basis that it discloses no

realistic grounds for bringing the claim.

C The court could grant an order that unless the claimant files full particulars of claim

setting out their reasons for claiming the damages within seven days of service of the

order, the claim will be struck out.

D The court will serve a notice on the claimant requiring them to file the directions

questionnaire within seven days failing which the claimant’s statement of case may be

struck out.

E If either party fails to comply with any future directions issued by the court, the court will

automatically impose a sanction to ensure the trial is not postponed.

Question 21

A claimant issues proceedings against the defendant, a structural engineering company,

for the sum of £340,000 in relation to the negligent construction of a road bridge. The case

is allocated to the multi- track and a case management conference is listed. The client

telephones for an update and asks for an email to be sent advising them on the litigation

process at this stage of the proceedings.

Which one of the following statements correctly describes what might happen at a case

management conference?

A The purpose of the case management conference is to review the steps the parties

have taken to prepare the case, check their compliance with any directions the court

has made and give directions for the future conduct of the case.

B At the case management conference, if agreement cannot be reached between the

parties, a costs management order will be imposed in every case to ensure that future

costs are kept under control.

C In the multi- track, directions will be tailored to the circumstances of the particular case

and will often include a direction that a single joint expert be appointed.

D The parties must file a costs budget and failure to do so on time will result in the

automatic sanction that the defaulting party’s future recoverable costs are limited to

50% of their actual costs (unless relief is obtained from the sanction).

E If either party has already been sanctioned in their conduct of the litigation, they must

apply for relief from that sanction, but that application can only be heard after the case

management conference, as the conference can only address directions for the future

conduct of the case.

Question 22

A solicitor is conducting proceedings on behalf of a client. The court makes an order for

directions and the solicitor writes to the client outlining their standard disclosure obligations.

Which of the following statements should the solicitor make to the client?

A The court order requires you to carry out an exhaustive search for documents sparing

no expense.

B Once you have listed all of the documents that is the end of your disclosure obligations.

C If you have lost any documents then that is unfortunate, but there is no need to give me

details of these.

D In due course, I will produce a draft list of documents for your approval. You will need

to consider this carefully because you will sign the disclosure statement confirming that

you understand your duty to give disclosure and have complied with it. If that statement

is wrong, you could be imprisoned for contempt of court.

E Once the list has been served, that is it and your opponent cannot obtain disclosure of

any documents that have been missed.

Question 23

A couple issue proceedings for £15,000 against a company for breach of a written contract

in relation to the provision of a buffet at their wedding. The couple allege that several of

the guests were unhappy that no vegetarian options were provided and additional food

had to be purchased for them on the day. The couple send an email to the company

making these complaints about the buffet. The company respond by pointing to a checklist

that the couple were asked to complete in which the vegetarian option was not ticked. The

company deny the food supplied was not in accordance with the terms of the contract.

There is no dispute that full payment was made by the couple to the company. During the

course of the negotiations, a ‘without prejudice’ letter is sent from the couple’s solicitors to

the company offering to accept £10,000 in settlement.

Which of the following best describes the documents that the couple would need to

disclose if the court orders standard disclosure?

A The contract, the proof of payment, the email of complaint, the checklist and the without

prejudice letter.

B The contract, the email of complaint, the checklist and the without prejudice letter.

C The contract, the email of complaint and the checklist.

D The contract, the email of complaint and the without prejudice letter.

E The checklist and the without prejudice letter.

Question 24

A company manufactures scooters. On testing the finished product, it becomes apparent

there is a problem with the brakes. The manufacturing company obtains a report from

their quality control department to check the reason, which concludes that the cause may

either have been a temporary glitch in the software or a fault with the brakes themselves.

The manufacturing company instructs solicitors and issues proceedings against one of its

parts suppliers (which supplied the brakes) for breach of contract and to claim damages

including loss of profits. The proceedings are defended and the court directs that standard

disclosure is given.

Which of the following approaches should the manufacturing company’s solicitors take

when completing the list of documents?

A Any confidential document must be disclosed but may be included in Part 2 of the list.

B Attendance notes of meetings between the manufacturing company and their solicitors

need not be disclosed as they will not be relied on at trial.

C Instructions to counsel and counsel’s opinion may be disclosed in Part 2 of the list as

they fall within the definition of advice privilege.

D All witness statements obtained must be disclosed in Part 1 of the list of documents.

E The report from the quality control department is subject to litigation privilege and

should be disclosed in Part 2 of the list.

Question 25

A lawyer issues proceedings on behalf of their client (a man) against a company for breach

of contract. The lawyer drafts the client’s witness statement and writes to him enclosing it.

The client asks for information about the process – specifically what formalities are required

and what may be included in the content.

Which of the following should be omitted from the letter of advice to the client?

A The witness statement must comply with the formalities required by the CPR and should

include a statement of truth.

B The statement should, so far as possible, be expressed in the man’s own words.

C The man can only include evidence that he would be allowed to give orally so

irrelevant and inadmissible evidence must be excluded.

D The man may use his witness statement to argue his case and to make observations

about the evidence of other witnesses.

E The man must indicate which statements are made from his own knowledge and

provide the source of any information which is not.

Question 26

A woman purchases a car from a local garage after the salesman assures her that the

vehicle has never been involved in an accident (statement 1). When she drives the car, it

bursts into flames and, on inspection by an expert, it becomes apparent that the vehicle

had been completely rebuilt after a collision two years previously. The woman sues the

company that sold her the car and includes in her witness statement evidence of the

comment that was made to her by the salesman (statement 1) and also what her friend

told her afterwards, namely that the company was ‘dodgy’ (untrustworthy) – statement 2.

Which of the following correctly describes the evidence the woman may give in her

witness statement?

A Both statements are admissible hearsay.

B Statement 1 is not hearsay but is admissible as it is relevant to an issue in dispute.

Statement 2 is hearsay but it is inadmissible because it is opinion evidence.

C Both statements are inadmissible opinion evidence.

D Statement 1 is not hearsay but is admissible as it is relevant to an issue in dispute.

Statement 2 is admissible hearsay.

E Statement 1 is admissible hearsay and statement 2 is inadmissible opinion evidence.

Question 27

A company wishes to call evidence from experts in support of their claim for breach of

contract. The case involves a dispute about the installation of an online booking system for

the company’s national and international hotel chain. There have been numerous problems

with the system including rooms being double booked and customers’ details being lost.

The defendant argues that this is due to the claimant’s employees’ failure to operate the

system properly rather than the highly technical defects alleged by the company. The

company is claiming £125,000 being the cost of a replacement system and £1,395,250 as

damages for loss of profits.

Which of the following best describes the approach that the court will take to

expert evidence?

A Each party will be granted permission to instruct experts on the issues of liability and

quantum.

B The experts will be ordered to meet to identify the areas of agreement and

disagreement and the judge will be made aware of these discussions.

C Although it is preferable for the expert’s evidence to be included in the form of a

report, a written statement is also acceptable.

D The duty of the expert is primarily to the party instructing them but they must bear in

mind their additional duty to the court.

E The court will order that the issues are to be decided on the basis of the written

reports alone.

Question 28

The claimant has issued proceedings against the defendant. Negotiations break down and

the matter is proceeding towards trial on the multi- track.

Which of the following statements is correct?

A A witness summons should be issued for all witnesses to ensure their attendance

at trial.

B The parties must complete a pre- trial checklist.

C The court will list the case for a pre- trial review in every case.

D Each party must prepare their own trial bundle.

E A case summary is not required as it only applies to the fast track.

Question 29

A claim for breach of contract proceeds to trial and a timetable is set by the court.

Which of the following statements best describes what will happen at trial?

A The order of events is likely to be preliminary issues (if any), examination of the

claimant’s witnesses, examination of the defendant’s witnesses, closing speeches by

both advocates.

B A witness’s statement stands as their evidence so examination- in- chief will usually be

limited to requiring the witness to take the oath, identify their personal details and

confirm that the contents of their witness statement are true.

C A witness may always add to or expand their witness statement to clarify a point or to

clear up any ambiguities.

D Witnesses may be asked open, leading or closed questions by the advocates for both

parties.

E The judgment will address all disputed issues of liability and (where relevant) quantum,

but the issue of costs is always reserved for a subsequent hearing.

Question 30

A claim between the claimant and the defendant is heard by a district judge in the County

Court. At the end of the trial, the judge gives judgment. The claimant is unhappy with the

outcome and wishes to appeal.

Which of the following statements best describes the approach that would apply to the

claimant’s appeal?

A The claimant’s appeal will be heard by a circuit judge.

B The claimant has 14 days in which to appeal the decision.

C The claimant must apply for permission to appeal to the trial judge.

D Permission will be granted but only if the court considers that the appeal would have a

real prospect of success.

E If dissatisfied with the decision of the appellate court, the claimant will usually be

allowed to appeal further to a court higher up in the hierarchy.

Question 31

A claimant is considering issuing proceedings in the County Court against the defendant

for loss of profits estimated at £25,000. Before taking the matter further, the claimant wants

advice from their solicitor about the costs implications and how these will be dealt with by

the court. The solicitor writes to the claimant explaining these.

Which of the following statements contained in the letter of advice is correct?

A If the case proceeds on the fast track most of the costs are fixed by the CPR.

B If the case proceeds on the multi- track costs are usually subject to summary

assessment.

C Each party will generally bear their own costs in making or responding to interim

applications on the way to trial.

D In most instances, costs will be ordered on the standard basis so that they must be

reasonable to the matters in issue.

E If costs are ordered on an indemnity basis any doubt is resolved in favour of the

receiving party.

Question 32

A company’s business is dependent upon a few major contracts, including one with the

local Council. As a result of a disagreement, the Council breaks off the relationship.

The company sues, alleging that the Council was not entitled to terminate the contract.

The Council applies for a security for costs order on the basis that the company will

be unable to pay its costs if the Council wins at trial after the company admits it is in

financial difficulties.

Which of the following statements best describes what might happen during the security

for costs application?

A The court cannot take into account the strength of the claim or the defence. Such

matters must be left for determination at trial.

B The Council should provide evidence in support of its application, such as the

company’s accounts and poor credit ratings.

C The court cannot take into account any argument that it would not be just to make

an order because the company’s financial difficulties are as a result of the Council’s

wrongful termination.

D If the court is satisfied that one of the required conditions applies and that it is just to

do so, it must make an order for security for costs.

E Even if the application is successful, the Council will have to bear its own costs in

making that application. The purpose of the application is to provide security for future

costs, not to quantify past costs.

Question 33

A claimant makes a Part 36 offer of £40,000 on 1 March to the defendant to settle their

dispute. The offer expires on 22 March (Day 21). The defendant rejects the offer and the

matter proceeds to trial. After considering the evidence, the judge finds in the claimant’s

favour and damages are awarded against the defendant in the sum of £45,000.

Which of the following is a consequence that will apply under Part 36?

A Unless it is unjust to do so, interest will be payable on the claimant’s costs from 23

March onwards at a rate of 1% above base rate.

B Unless it is unjust to do so, interest will be payable by the defendant on the damages

awarded at a rate of up to 10% above base rate from the date of cause of action.

C Unless it is unjust to do so, a split costs order will be made so the defendant is ordered

to pay the costs up to 22 March and the claimant pays the costs from 23 March up to

and including the trial.

D Unless it is unjust to do so, the defendant will pay the claimant’s costs on the standard

basis up to 22 March and thereafter, from 23 March, on the indemnity basis.

E Unless it is unjust to do so, an additional amount of £2250 will be payable by the

defendant to the claimant.

Question 34

The claimant has obtained judgment for £147,000 against the defendant. The defendant

disputes that he has the means to pay the judgment debt and points out that he lives in

rented accommodation and has no regular income. The claimant has received information

from a friend that the defendant has significant assets including properties, which he owns

in a nearby town.

Which of the following best describes the action that the claimant should take?

A The claimant should write to the defendant requesting that he provide details of his

income, expenses, assets and liabilities.

B The claimant should instruct an enquiry agent to seek further details about the

defendant’s finances.

C The claimant should apply for an order to obtain information from the defendant

relying upon the court officer to ask standard questions.

D The claimant should apply for an order to obtain information from the defendant and

submit additional questions.

E The claimant should instruct an enquiry agent to seek further details about the

defendant’s finances and then apply to the court for an order to obtain information,

including additional questions.

Question 35

A creditor wishes to enforce their judgment against the debtor (a limited company). After

carrying out enquiries, the creditor establishes that the debtor has a number of assets. They

own a factory premises and the plant and machinery, but rent offices nearby. The debtor

has a bank account that is overdrawn, but a significant amount of money is owed by a

customer for a trade debt. An expensive motor car driven by the managing director was

recently purchased by her for her own personal use.

Which of the assets could the creditor enforce against?

A The creditor could enforce against the factory premises, the plant and machinery and

the trade debt.

B The creditor could enforce against the factory premises, the trade debt and the

motor car.

C The creditor could enforce against the plant and machinery, the rented offices and the

overdrawn bank account.

D The creditor could enforce against the plant and machinery, the trade debt and the

motor car.

E The creditor could enforce against the factory premises, the plant and machinery, the

trade debt and the motor car.

Question 36

The judgment debtor, who is self- employed, has the following assets: a house, which she

owns but which is subject to a mortgage equivalent to the value, a warehouse, which she

rents and where she stores valuable stock that she purchased for her business, and a

building society account in which she has £100.

Which asset is likely to prove the most effective for the creditor to enforce against?

A The creditor should apply for a charging order against the house.

B The creditor should apply for a taking control of goods order for the warehouse.

C The creditor should apply for an attachment of earnings order.

D The creditor should apply for a taking control of goods order for the stock.

E The creditor should apply for a third party debt order over the building society account.

**Week 11 – English Legal System**

**Workshop Description**

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| **Introduction**  A legal system could mean a variety of things. To a judge it might represent the ability to  resolve differences within society. To a politician it could be a vehicle for assisting in the  allocation of resources. A scientist would regard it as a means of enabling and protecting  research. For businesses it could be a means of ensuring fair play between government, free  enterprise and the individual. To ordinary people it represents the protection of freedoms.  These are important but somewhat nebulous concepts. For a more specific definition we  can refer to a wealth of textbooks and academic publications. For instance, Slorach, Embley,  Goodchild and Shephard, Legal Systems & Skills, 3rd edn (Oxford University Press, 2017) at  chapter two offers the following:  The legal system describes the body of institutions that make, execute and resolve  disputes on the law of the jurisdiction, together with the law they deal with. You  may encounter the term legal system in a narrower sense, meaning the courts of a  jurisdiction.  Constitutions are used in many types of organisation (for example political parties, clubs  and societies) to establish the fundamental rules and principles by which the organisation  is governed. A political constitution deals with the entire organisation of a state and how  its legal order is established. It will also give effect to the values that society regards as  important.  For our purposes, a constitution will usually define a state’s fundamental political principles,  establish the framework of the government of the state, and guarantee certain rights and  freedoms to the citizens. The fundamental political principles of a state will be the key political  ideas or doctrines on which the state is based. The framework of government will set out the  powers and duties of the executive, legislative and judicial branches of the state. The rights and freedoms of citizens will be those basic rights and freedoms which it is agreed all citizens of the state should enjoy (for example, the right to free speech, or the right to vote in free elections). |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   1. The Legal System of England and Wales and Sources of law. 2. Constitutional and Administrative law and EU law. 3. Legal services.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core principles**  **The Legal System of England and Wales and Sources of law**  The courts:   * the judiciary * court hierarchy, the appeal system and jurisdiction * rights of audience.   Development of case law: the doctrine of precedent  Primary legislation: the structure of an act of Parliament  Statutory interpretation:   * the literal rule * the golden rule * the mischief rule * the purposive approach * presumptions * aids to statutory interpretation and construction. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

Diagram

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Read the following chapters from the Public Law, Legal Services and the Legal system Text book.

**Chapter 1**

**Chapter 2**

**Chapter 3**

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Watch the following SQE Bitesize videos

* Introduction to the Legal System of England and Wales and Sources of Law
* Sources of Law of England and Wales
* Development of Case Law
* Legislation and Acts of Parliament
* Statutory Interpretation
* Judiciary and Personnel of the Court System
* Civil Court Hierarchy, Appeal System and Jurisdiction
* Criminal Court Hierarchy, Appeal System and Jurisdiction
* Civil Case Law and Precedent
* Criminal Case Law and Precedent

**Icon

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Within the class sessions we will be XXXX

The sessions will look to introduce you to XXXXXX

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

In addition, you will be introduced to a range of SQE2 skills activities including:

* XXXXX

It is also important to note that during the sessions we will also review legal procedure including:

* XXXXXX

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It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Sample Questions – English Legal System**

Question 1

A student is reviewing the operation of the legal system of England and Wales. She has

read about the influence of the monarchy, and its relationship with the aristocracy and

nobility. She has also studied the history of riots and popular unrest. She has noted the role

of the judiciary and read much case law.

Which of the following has contributed meaningfully to the development of the legal

system in England and Wales?

A The monarch, the Church of England and the nobility, but not the general population.

B The nobility, the landed gentry and trades unions, but not the monarchy.

C The general population, the nobility and the armed forces, but not the judiciary.

D The judiciary, the nobility and the monarchy, but not the Church of England.

E The monarchy, the nobility and the judiciary, but not the trades unions before 1800.

Question 2

A solicitor works for a firm that deals with parliamentary and constitutional matters.

A client would like her to give a talk to junior employees on the role of the legal system

and constitution within England and Wales. She is preparing her talk and is pondering the

impact of the European Convention on Human Rights (ECHR), the place of the monarchy, the

significance of the Magna Carta, the role of Parliament, and the importance of the rule of law.

Which of the following statements relating to constitutional matters within England and

Wales is correct?

A The European Court of Human Rights law can compel Parliament to pass legislation.

B The rule of law means that the monarch is treated the same as everyone else.

C The Magna Carta is part of the UK’s written constitution.

D Parliament is subordinate to the executive, ie Government.

E The rule of law states that everyone is equal before the law.

Question 3

A Government wants to deal with an unexpected event. There is no law allowing the

necessary steps to be taken. Newspapers, social media and the majority of the population

appear to support immediate imposition of a decree, ie an executive measure, even if there

is no legal basis for it.

Should the Government issue the relevant decree?

A Yes, because this is written into the constitution.

B Yes, because the Magna Carta allows executive decrees.

C Yes, because otherwise elements of the population will riot.

D No, because the monarch will refuse to give Royal Assent.

E No, because ‘the King has no prerogative but that which the law of the land allows him’.

Question 4

The Protection of Animals Bill (fictional) is progressing through Parliament. It has many

sections and requires much scrutiny. There is considerable interest in the Bill within both the

House of Commons and House of Lords.

At what stage will the Bill become an Act?

A At the Second Reading in the Commons.

B At the Committee Stage in the Commons.

C At the Third Reading in the Commons.

D At the Third Reading in the Lords.

E On Royal Assent.

Question 5

A man buys some shares in a technology company. The shares are held, for entirely

legitimate tax reasons, by a trust company on the man’s behalf. No one other than the man

or the trust company has an interest in the shares. The trust company encounters financial

problems and goes into liquidation. The liquidator (a court appointed official whose job is

to distribute the trust company’s assets) is deciding what to do with the man’s shares.

Which of the following is most likely to apply?

A Common law principles mean the shares can be sold by the liquidator to

someone else.

B As a matter of parliamentary sovereignty the shares would now be owned by the

Government.

C As a matter of equity the shares would need to be returned to the man.

D As a matter of common law the shares would remain with the defunct company

indefinitely.

E As a matter of equity the shares would be sold and distributed to creditors.

Question 6

A woman was appointed a peer by the monarch, on the recommendation of the prime

minister, in the New Year’s honours list three years ago. She is an active and diligent

participant in Parliament. She is not a minister. A Bill is progressing in the normal way

and the woman would like to make her views known, and vote, on various aspects of the

proposed law.

In which of the following ways will the woman be allowed to contribute?

A She can make a speech during the First Reading of the Bill in the House of Lords.

B She can vote in the House of Lords as a life peer.

C She can vote in the House of Lords as a hereditary peer.

D She can speak in the House of Commons at the Second Reading.

E She can speak at a meeting of the Cabinet.

Question 7

A judge is presiding over a trial of a business dispute. A statute is relevant to the outcome.

The judge is aware of a recent debate in Parliament and knows a majority of MPs in the

House of Commons think the law in question should change. He is also aware of a number

of previous relevant cases.

Should the judge take account of the views of MPs in coming to his decision?

A Yes, because Parliament is sovereign.

B Yes, because the uncodified constitution places great weight on the view of MPs.

C Yes, because a court can, in the interests of justice, anticipate future changes to

legislation.

D No, because a judge’s role is to apply the rule of law.

E No, because the judge should follow the earlier cases.

Question 8

A judge in a criminal court is hearing an application for the detention of a man. The

authorities believe the man has breached immigration law. However, they have no

conclusive evidence. The man has a previous criminal record. There is some confusion

within the computer systems of the authorities as to his identity. He has, however, given

a name and address. The judge is aware of the views of many MPs in the House of

Commons who wish to restrict immigration.

Which of the following is the best option for the judge?

A The judge should detain the man indefinitely until the authorities can correct their

computer systems.

B The judge should rely on the evidence of the authorities alone in coming to a decision.

C The judge should rely on the man’s previous criminal record in making a ruling.

D The judge should take note of the wish of MPs to restrict immigration.

E The judge should consider the doctrine of habeas corpus in coming to a decision.

Question 9

A judge is presiding over a court case on a matrimonial matter. The wife wants a divorce.

The wife alleges coercive control – that her husband threatens force, and does not allow

her to see friends or relatives. The advocates for the parties refer to numerous cases in

support of their arguments.

Which of the following statements by previous courts would provide relevant guidance

to the judge in deciding the issue of coercive control?

A Mr Justice Birkett in Constantine v Imperial Hotels [1943]: ‘I hold this action is

maintainable without proof of special damage. The right, I think, is founded upon the

common law’.

B The judge in R v Dudley and Stephens [1884]: ‘law and morality are not the same and

many things may be immoral which are not necessarily illegal’.

C Lord Mansfield in Somerset v Stewart [1772]: ‘In five or six cases of this nature, I have

known it to be accommodated by agreement between the parties’.

D Lord Stowell in Popkin v Popkin [1794]: ‘The husband has a right to the person of

his wife’.

E Lord Coke in Darnel’s Case [1627]: ‘A freeman imprisoned without cause is civilly dead’.

Question 10

The Domestic Pets Act 2020 (fictitious) states in its long title that it is ‘An Act to regulate

the keeping and use of domestic pets; and for purposes connected therewith’. Part of its

purpose is to put into law a vets’ code of practice (‘the code’) in relation to welfare.

Which of the following statements about the Act is correct?

A If the Act is silent on its extent, it applies just to England and Wales.

B The code would be contained in various sections of the Act.

C It would not be possible for the Act to come into force on the date of Royal Assent, as

that would give pet owners no notice of changes to the law.

D The code would in all likelihood appear as a schedule to the Act.

E The code would in all likelihood appear as a subsequent statutory instrument.

Question 11

The Government passes the Alcoholic Drinks Act (fictitious), which for public health reasons

prevents anyone drinking more than one pint of beer a day. There is a section that says the

provision cannot be amended for 10 years.

Which of the following statements is true?

A Judges can declare the Act invalid.

B It will be a consolidating Act if it deals with previous Acts and court decisions.

C The Act must be preceded by a Green Paper.

D Parliament can amend the Act next year despite the section to the contrary.

E The Act would be a Hybrid Act as it combines public health matters with individual

choice.

Question 12

A solicitor specialising in constitutional matters is advising the Government. A minister

wishes to steer an important public health Bill through Parliament. The House of Commons

(‘the Commons’) has passed the Bill but the House of Lords (‘the Lords’) has twice rejected

various key provisions. There appears to be a stalemate in that the Bill cannot progress.

The Speaker of the Commons has not certified the Bill as meeting the necessary criteria for

progressing the Bill without the say- so of the Lords.

Which of the following best explains the advice the solicitor should give the minister?

A Consideration should be given to use of the Parliament Acts to progress the Bill without

the agreement of the Lords.

B The Bill should be amended as there is no support for it.

C The Bill should be presented for Royal Assent now.

D The minister should suggest the Prime Minister seeks to reform the Lords.

E The Bill should be withdrawn and replaced by a statutory instrument.

Question 13

A man is being prosecuted in the magistrates’ court. The court is considering the Guard

Dogs Act 1975, one section of which is particularly unclear.

The following statement is made by the chair of the bench of magistrates when explaining

their verdict:

‘One comes to the rule that a penal statute, where there is an ambiguity, should always be

construed in favour of the citizen who may find himself the subject of the penalty’.

Which rule of interpretation has the Court used here?

A The mischief rule.

B The purposive rule.

C The golden rule.

D The literal rule.

E The presumption against alteration of the common law.

Question 14

A man is being tried in the magistrates for being drunk in charge of a bicycle. The

prosecution say a bicycle is a carriage. He is pleading not guilty on the basis the bike is

not a carriage.

The court has referred to a dictionary, which states a ‘carriage’ is an obsolete and archaic

term, except in the case of wheeled vehicles or railway carriages.

Which of the following statements about the use of the dictionary is correct?

A It is an internal aid.

B It is an extrinsic aid.

C It is illustrating the purposive rule.

D It is being used to apply the rule of eiusdem generis.

E The dictionary’s use is illustrating the presumption against deprivation of liberty of the

individual.

Question 15

A solicitor is advising a client who owns mobile caravans on the interpretation of a

particular section of the Motor Homes Act (fictional) (‘the Act’), which governs substandard

facilities in certain moveable holiday accommodation. The solicitor researches the passage

of the Act through Parliament. She discovers a speech from a backbench MP saying the Act

is needed to regulate and control low quality hygiene facilities in vehicles used as motor

homes, travelling homes and mobile caravans. Further research by the solicitor confirms this

is indeed the aim of the Act, which mentions mobile caravans.

Which of the following rules is most likely to apply to the interpretation of the Act?

A The rule in Pepper v Hart, because of the speech by the MP.

B The mischief rule, because there is an indication of the wrong the Act is intended to

correct.

C The golden rule, because there is a need to choose between ‘substandard’ and ‘low

quality’, ie two possible interpretations of the Act.

D The literal rule, because the word ‘substandard’ needs no expansion or clarification.

E The rule in noscitur a sociis, because the MP’s speech mentions a list of vehicles and

the client needs to know if mobile caravans are included.

Question 16

A businesswoman is community minded and wants to contribute to society. She believes she

would be a good judge. She is neither a solicitor nor a barrister.

In which of the following places could the businesswoman, with the right training, be

selected to sit and perform a judicial role?

A The County Court.

B The High Court.

C An Employment Tribunal.

D The magistrates’ court as a district judge.

E The Crown Court.

Question 17

A defendant is being tried at the Crown Court for a serious offence of violence.

Which of the following will decide on guilt?

A A jury.

B A district judge.

C A justice of the peace.

D A judge.

E A magistrates’ courts legal adviser.

Question 18

A County Court judge is hearing a difficult breach of contract case. The facts and evidence

are tricky, and he is unsure which litigant is telling the truth.

Which of the following statements is correct?

A If the judge makes a decision that is contested by one of the litigants, he could be

disciplined for making a mistake.

B The judge should be guided in his behaviour by the codes of conduct for solicitors and

barristers.

C Any appeal from the judge’s decision will be heard in the Crown Court.

D The jury will make a decision on which litigant is telling the truth.

E The judge can ask the court legal adviser for legal advice.

Question 19

A woman suffers an injury at work. Her employer is a company whose sole shareholder

is her uncle. She wishes to claim compensation for personal injury. The likely value of the

claim is £80,000. Neither the injuries nor the facts relating to the claim are particularly

complex.

In which of the following courts should the woman commence the claim against the uncle?

A The Queen’s Bench Division (QBD) of the High Court.

B The Chancery Division of the High Court.

C The Employment Tribunal.

D The County Court.

E The Family Court.

Question 20

A veterinary scientist has invented a device for testing the temperature of dogs to provide

an early warning of canine illness. She has a patent for the device. She believes the patent

could yield profits of £1m in the next two years. A manufacturer appears to have infringed

the patent by manufacturing 200,000 counterfeit replicas of the device. The veterinary

scientist believes her losses could be £600,000. She would like to commence court action

against the manufacturer.

Which is the correct court for the veterinary scientist to commence a claim, and the

appropriate remedy?

A The Queen’s Bench Division (QBD) of the High Court, with a remedy solely of damages.

B The County Court, with damages as one possible remedy, the other being delivery

up/destruction of the counterfeits.

C The Court of Appeal, with damages as one possible remedy, the other being delivery

up/destruction.

D The Business and Property Court (BPC), with a remedy solely of damages.

E The Patents Court within the Chancery Division of the High Court, with damages as one

possible remedy, the other being delivery up/destruction.

Question 21

A man is defending a breach of contract claim in a County Court relating to his business

selling furniture. During trial, the judge continuously interrupts the man’s advocate and does

not allow him to develop his defence. The man loses and wishes to appeal.

To which court should the man appeal, and what is the relevant ground?

A The Court of Appeal, on the ground that there is a possibility of success.

B The Chancery Division of the High Court, on the ground that the County Court had given

insufficient weight to certain evidence.

C The Technology and Construction Court within the Queen’s Bench Division of the High

Court, on the ground that the County Court’s decision was unjust.

D The Queen’s Bench Division, to an appropriate judge, on the ground of serious

procedural irregularity.

E Another County Court, on the ground that there is an arguable point of law of general

public importance.

Question 22

A prosecutor with the Crown Prosecution Service (CPS) prosecutes a defendant in the

magistrates’ court for the summary offence of threatening behaviour. The magistrates find

the defendant not guilty. The prosecutor believes the magistrates have erred in law in their

interpretation of the relevant law, and this is an important point of law of general public

importance. The prosecutor wishes to appeal.

Which of the following statements correctly describes the right of appeal for the CPS?

A The CPS can appeal direct to the Court of Appeal.

B The CPS can appeal by way of case stated to the Crown Court, and if the appeal is

refused can appeal to the Supreme Court.

C The CPS can appeal by way of case stated to the Administrative (Divisional) Court

of the Queen’s Bench Division of the High Court, and if the appeal is allowed the

defendant can appeal against that decision to the Court of Appeal.

D The CPS can appeal by way of case stated to the Administrative (Divisional) Court

of the Queen’s Bench Division of the High Court, and if the appeal is granted the

defendant will be retried at the Crown Court.

E The CPS can appeal by way of case stated to the Administrative (Divisional) Court of

the Queen’s Bench Division of the High Court, and if the appeal is refused can appeal

to the Supreme Court.

Question 23

A man has been found guilty by a Crown Court jury of burglary. There were no contentious

points of law to consider. The evidence was also relatively straightforward. The man is

sentenced to five years’ imprisonment. The defence believes the sentence is too harsh.

The man believes the trial judge was not concentrating throughout the trial, but the man’s

lawyers do not share this view as the summing up was entirely fair. The prosecutor is

surprised at the verdict, and has indicated he believes the sentence is too lenient.

Which of the following appeal options would be most appropriate?

A The prosecutor can appeal to the Court of Appeal on the basis the sentence is too

lenient.

B The defence can appeal against conviction to the Court of Appeal on the basis the

verdict is unsafe as a result of the trial judge’s conduct.

C The defence can appeal against sentence to the Court of Appeal if the sentence is

manifestly excessive.

D The prosecution can appeal by way of case stated to the Queen’s Bench Division of the

High Court.

E The prosecution could ask for a retrial on the basis the verdict is unsafe.

Question 24

Police in the north of England have arrested and interviewed a woman, and charged her

with the murder of her brother. She denies it and indicates she will plead not guilty on the

basis of self- defence. She has asked for an explanation of the relevant court procedure.

Which of the following represents the best advice for the woman on appropriate court

procedure?

A The local magistrates will consider the evidence, and then send the case to the Crown

Court for trial.

B The prosecution will provide initial disclosure at the magistrates, and a decision will

then be made as to trial by either the magistrates or the Crown Court.

C The case will be sent for trial to the Crown Court, where a judge and two magistrates

will hear the case.

D The case will be sent for trial to the Old Bailey, where the woman will be invited to give

a plea, and there will be a trial by jury at the first appearance there.

E The case will be sent for trial to a suitable Crown Court venue either in Manchester or

nearby, and the woman will be tried in front of a jury after the necessary number of

preliminary hearings.

Question 25

A supermarket is judicially reviewing refusal of permission by the local authority for a new

site. There is disagreement over access arrangements through a local park. The matter is

being heard in the Administrative Court of the Queen’s Bench Division of the High Court.

The judgment states as follows: ‘The Claimant is a supermarket operative. The Defendant

is the local council. The Claimant’s case is as follows. It says people in the local area can

only drive to shops elsewhere. People could walk to this site. That would be environmentally

friendly. They would go through the local park. That is important: a park is a public space.

Easy access is a material matter.’

Which of the following statements by the judge is most likely to be a ratio decidendi?

A The Claimant is a supermarket operative.

B People could walk to this site.

C That would be environmentally friendly.

D A park is a public space.

E A park is a public space. Easy access is a material matter.

Question 26

A large travel agent is claiming damages for breach of contract against a hotel chain

that has provided unsafe play areas for children. The claim is in the High Court. The travel

agent’s advocate refers the judge to a Court of Appeal case from five years earlier. The

extract is as follows: ‘I find the hotel is not liable. However, I would have decided differently

if it could be shown risk assessments were not followed, as proper risk procedures are

essential’.

What advice should be given to the travel agent about the Court of Appeal extract?

A The statement ‘the hotel is not liable’ is a precedent.

B The whole extract is a ratio.

C The High Court can depart from the Court of Appeal decision.

D The reference to risk assessments and procedures was obiter, and is capable of

becoming a ratio in your this case.

E If the High Court in this client’s case decides risk assessments had not been followed it

would be reversing the Court of Appeal.

Question 27

A broadcast company is contesting a decision by the broadcasting regulator to fine it for

lack of impartiality. The case is being heard in the Administrative Court of the Queen’s

Bench Division of the High Court. The judge in your client’s case finds for the regulator,

saying: ‘It is the duty of the regulator to consider very few facts. Its duty is purely to protect

the public from misinformation’. Commentators have expressed surprise at this ruling and

some have suggested it is incorrect law.

Which of the following statements as to hierarchy and precedent is correct?

A An appeal is possible to another Division of the High Court.

B Decisions of the High Court in the Administrative Court are binding on the Court of

Appeal.

C A County Court would not be bound by the High Court’s ruling, as it may be incorrect.

D The High Court in the future could depart from the finding on the basis it was ‘per

incuriam’, ie through carelessness.

E The comment about protecting the public from misinformation is obiter. It can be relied

on in the future by other courts as necessary.

Question 28

A not- for- profit organisation judicially reviews the decision of a government agency for

failing to prosecute a company for breach of environmental law. The case is heard in

the Administrative (Divisional) Court of the Queen’s Bench Division of the High Court. The

underlying law is novel and unclear.

The judge finds in favour of the agency. The judge certifies there is an urgent need to

obtain an authoritative interpretation on the matter in dispute.

Which of the following is the most likely route of appeal for the organisation?

A The Crown Court, because this is a criminal matter.

B Another part of the Queen’s Bench Division, because judicial review is a civil matter.

C The Administrative Court again, by way of case stated, as there is point of law to be

decided.

D The Court of Appeal, because it is the next court up within the hierarchy.

E The Supreme Court by way of the leapfrog procedure, as there is an urgent need to

obtain authoritative interpretation on the matter.

Question 29

Police arrive at a man’s house. They knock on the door. He opens the door and they

enter without his permission. They take a bank statement from his desk. They ask him to

accompany them to the police station, without giving a reason why. The man refuses. They

arrest him. In so doing there is no violence and the man is not intimidated.

At the police station they put him in a room. They take his house keys for safe keeping,

indicating they will be returned later. The police refuse to explain why they are holding the

man. After several hours the police allow the man to see his solicitor.

Which of the following best explains what the solicitor should do and why?

A Explain to the man the law relating to the possible offences he has committed, so the

man understands his situation.

B Object to the man’s arrest on the basis the bank statement is unlawfully obtained

evidence and thus inadmissible.

C Object to the man’s arrest on the basis it contravenes the rule of law.

D Object to the man’s arrest because the police have assaulted him.

E Object to the man’s arrest because the police have stolen his keys.

Question 30

A man with 12 previous convictions is on trial in the Crown Court for theft of a pedal bike.

When arrested the man protests his innocence. At the police station he feels unwell and

tells the police he had indeed stolen the bike. He says this not because he had committed

the crime but because he thought it would allow him to leave the police station as soon as

possible.

At trial the prosecution obtain permission to adduce evidence of the man’s previous

convictions.

Can the jury find the man guilty of theft?

A Yes, because the man made a confession.

B Yes, because of the man’s previous criminal record.

C Yes, if the prosecution proves their case beyond reasonable doubt.

D No, because the man only confessed on account of feeling unwell.

E No, because the man protested his innocence when arrested.

**Week 12 – Interviewing/Case Analysis Skills**

**Skills Workshop Description**

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| **SQE2 Assessment Details – Client Interview**  **Overview**  Candidates will be given an email from a partner or a secretary stating who the client is and providing an indication of what the client has come to discuss. The email may, but will not necessarily, be accompanied by documents. The email may also indicate specific legal issues which candidates should have particular regard to in the interview and the subsequent attendance note/case analysis.  Candidates will have 10 minutes to consider the email and/or documents.  They will then have 25 minutes to conduct the interview with the client. The client may be, but will not necessarily be, somebody in vulnerable circumstances.  An assessor who will play the role of the client will assess the candidate only on skills (not on application of law).  In the interview candidates should aim to win the client's trust and confidence. They should try to obtain all the relevant information and as full an understanding as possible of the client's concerns. Candidates do not need to provide detailed advice at this stage. They can conduct the interview on the basis that they will be advising the client in detail at a later date. However, candidates do need to give enough preliminary advice and to address enough of the client's concerns to establish the client's trust and confidence. |
| **SQE Learning Outcomes**  **Assessment objective**  Candidates can demonstrate they are able to conduct an interview with a client.  **Assessment criteria**  Candidates’ performance in the interview will be assessed against the following criteria:  **Skills**   1. Listen to the client and use questioning effectively to enable the client to tell the solicitor what is important to them. 2. Communicate and explain in a way that is suitable for the client to understand. 3. Conduct themselves in a professional manner and treat the client with courtesy, respect and politeness including respecting diversity where relevant. 4. Demonstrate client-focus in their approach to the client and the issues (ie demonstrate an understanding of the problem from the client’s point of view and what the client wants to achieve, not just from a legal perspective). 5. Establish and maintain an effective relationship with the client so as to build trust and confidence. |

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| **SQE2 Assessment Details – Attendance note/legal Analysis**  **Overview**  Candidates will have 25 minutes to write, by hand, an attendance note/legal analysis of the interview they have just completed.  All relevant information obtained during the interview should be recorded in the attendance note/legal analysis. Candidates should provide an analysis of any legal issues that arise in the matter and record their initial advice for the client. The attendance note/legal analysis should also identify the next steps to be taken by the solicitor and, where applicable, the client, as well as any ethical issues that arise and how they should be dealt with. This may (but will not necessarily) include options and strategies for negotiation. If the email from the partner or secretary has asked the candidate to deal with any specific issues or questions, then advice on these issues should also be included. |
| **SQE Learning Outcomes**  **Assessment objective**  Candidates can demonstrate they are able to produce an attendance note recording a client interview and initial legal analysis.  **Assessment criteria**  Candidates will be assessed against the following criteria:  **Skills**   1. Record all relevant information. 2. Identify appropriate next steps. 3. Provide client-focused advice (ie advice which demonstrates an understanding of the problem from the client’s point of view and what the client wants to achieve, not just from a legal perspective).   **Application of law**   1. Apply the law correctly to the client’s situation. 2. Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity. |

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| **SQE2 Assessment Details – Case and matter analysis**  **Overview**  This is a computer-based assessment. Candidates will be given a case study with documents on which they will be asked to produce a written report to a partner giving a legal analysis of the case and providing client-focused advice. This may, but will not necessarily, include options and strategies for negotiation.  Candidates will have 60 minutes to complete this task. |
| **SQE Learning Outcomes**  **Assessment objective**  Candidates can demonstrate they are able to produce a written report to a partner giving a legal analysis of the case and client-focused advice.  **Assessment criteria**  Candidates will be assessed against the following criteria:  **Skills**   1. Identify relevant facts. 2. Provide client-focused advice (ie advice which demonstrates an understanding of the problem from the client’s point of view and what the client wants to achieve, not just from a legal perspective). 3. Use clear, precise, concise and acceptable language.   **Application of law**   1. Apply the law correctly to the client’s situation. 2. Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity. |

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| **Marking SQE2**  **Overview**  The interviewing station will be marked by the assessor playing the role of the client and will be marked on skills only. The attendance note and all other stations will be marked by a solicitor who will assess candidates on both skills and application of law.  The assessment criteria against which candidates will be judged are as follows:   * Superior performance: well above the competency requirements of the assessment * Clearly satisfactory: clearly meets the competency requirements of the assessment * Marginal pass: on balance, just meets the competency requirements of the assessment * Marginal fail: on balance, just fails to meet the competency requirements of the assessment * Clearly unsatisfactory: clearly does not meet the competency requirements of the assessment * Poor performance: well below the competency requirements of the assessment.   This grading will then be converted into numerical marks such that A = 5 marks and F = 0 marks.  The marking criteria has been divided into marks for skills and marks for application of law.  **Level of legal detail required**  In demonstrating that they have reached the standard of competency of a Day One Solicitor, candidates will need to demonstrate that they can apply fundamental legal principles in the skills-based situations covered by SQE2 in a way that addresses the client’s needs and concerns. They will need sufficient knowledge to make them competent to practise on the basis that they can look up detail later.  **Application of law**  The assessment criteria for SQE2 refer to correct and comprehensive application of law. The following is a non-exhaustive list of what this may include:   * Identifying relevant legal principles * Applying legal principles to factual issues, so as to produce a solution which best addresses a client’s needs and reflects the client’s commercial or personal circumstances, including as part of a negotiation * Interpreting, evaluating and applying the results of research * Ensuring that advice is informed by appropriate legal analysis and identifies the consequences of different options * Drafting documents which are legally effective * Applying understanding, critical thinking and analysis to solve problems * Assessing information to identify key issues and risks * Recognising inconsistencies and gaps in information * Evaluating the quality and reliability of information * Using multiple sources of information to make effective judgments * Reaching reasoned decisions supported by relevant evidence.   **Correct and comprehensive application of law**  The assessment criteria for application of law refer to legally correct and legally comprehensive. How each of these is interpreted will depend on an academic judgment about each assessment informed by the Statement of Solicitor Competence and the Functioning Legal Knowledge for SQE2.  **Clear, precise, concise and acceptable language**  The assessment criteria for the written skills refer to clear, precise, concise and acceptable language. This may include:   * Using clear, succinct and accurate language and avoiding unnecessary technical terms where they are not appropriate to the recipient * Using an acceptable style of communication for the situation and recipient. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

Diagram

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Read the following SQE2 information from the SRA website:

**Annex 1 – Functioning Legal Knowledge for SQE2**

**Annex 2 – Threshold Standard**

**Annex 3 – Statement of Solicitor Competence (SoSC)**

**Annex 4 – SQE Skills Mapping Against the SoSC**

**https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-assessment-specification**

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Prior to attending the class, it is **ESSENTIAL** that you have attempted the SQE2 Practice Question on Case and Matter Analysis. This can be accessed using the following link:

<https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-sample-questions>

You are then required to click on the link at the bottom of the page that reads:

**SQE2 exam functionality on Pearson VUE**

On the Pearson Vue platform you simply need to proceed to the Case and Matter Analysis assignment and attempt the question, noting any feedback that you are provided.

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Within the class sessions we will be working through a range of tasks that will ensure that you are familiar with the process of conducting client interviews, case and legal analysis.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of legal matters.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading into legal practice. The session also forms part of your final portfolio assessment.

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Each of the skills sessions within the programme form the material required to successfully complete the portfolio assignment on legal skills. It is therefore important that each session is followed by the completion of the relevant aspect of the portfolio.

The portfolio assignment brief is as follows:

**Assessment Brief**

This portfolio assessment is based on the Assessments for SQE2 and comprises three key elements. Each element must be passed to pass overall.

**Element 1** is a 2000-word report in which you will synthesise and critically appraise the importance of the key six professional legal skills (client interview and attendance note/legal analysis, advocacy, case and matter analysis, legal research, legal writing and legal drafting) – weighting 20%

**Element 2** is an assessment of your professional competence relating to the six professional legal skills– weighting 60% (10% each competence).

The six assessment components of element 2 are:

**Client interview and attendance note/legal analysis**

20-30 minute interview with client to establish client need including the production of an attendance note recording a client interview and initial legal analysis.

**Advocacy**

Court based session in which students can demonstrate they are able to conduct a piece of advocacy before a judge.

**Case and matter analysis**

Students are required to produce a written report to a partner giving a legal analysis of the case and client-focused advice.

**Legal research**

Students are required to conduct legal research from a variety of resources provided and produce a written report.

**Legal writing**

Students are required to produce a letter or an email as the solicitor acting in a matter.

**Legal drafting**

Students are required to draft a legal document or parts of a legal document for a client.

**Element 3** is a written piece of 2000 words in which you critically evaluate your professional effectiveness relating to the six professional legal skills and develop justifiable strategies for improving the six professional legal skills competencies.

The assessment is not only for students to develop competence in these skills areas but also to demonstrate understanding of the importance of the skills and to reflect upon your performance and to develop strategies for improvement in the future.

This assessment requires you to critically evaluate your own professional skills and construct justified and creative strategies for improving these.

**IT IS IMPORTANT TO NOTE THAT THE WORD COUNTS LISTED ABOVE ARE RELATED TO THE WHOLE OF THE PORTFOLIO AND NOT THIS SPECIFIC COMPONENT.**

**STUDENTS ARE ADVISED TO CONSOLDIATE THEIR LEARNING BY WRITING UP TO 400 WORDS FOR ELEMENT ONE, 1000 WORDS FOR ELEMENT 2 AND UP TO 400 WORDS FOR ELEMENT 3 – ALL RELATED TO INTERVIEWS AND THEN SEPARATELY CASE ANALYSIS.**



**Roadmap 4**

**Week 13 to 16 – Public Law, Land Law and Guided Discussion Assessment**

**Week 13 – Public Law**

**Workshop Description**

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| **Introduction**  A legal system could mean a variety of things. To a judge it might represent the ability to  resolve differences within society. To a politician it could be a vehicle for assisting in the  allocation of resources. A scientist would regard it as a means of enabling and protecting  research. For businesses it could be a means of ensuring fair play between government, free  enterprise and the individual. To ordinary people it represents the protection of freedoms.  These are important but somewhat nebulous concepts. For a more specific definition we  can refer to a wealth of textbooks and academic publications. For instance, Slorach, Embley,  Goodchild and Shephard, Legal Systems & Skills, 3rd edn (Oxford University Press, 2017) at  chapter two offers the following:  The legal system describes the body of institutions that make, execute and resolve  disputes on the law of the jurisdiction, together with the law they deal with. You  may encounter the term legal system in a narrower sense, meaning the courts of a  jurisdiction.  Constitutions are used in many types of organisation (for example political parties, clubs  and societies) to establish the fundamental rules and principles by which the organisation  is governed. A political constitution deals with the entire organisation of a state and how  its legal order is established. It will also give effect to the values that society regards as  important.  For our purposes, a constitution will usually define a state’s fundamental political principles,  establish the framework of the government of the state, and guarantee certain rights and  freedoms to the citizens. The fundamental political principles of a state will be the key political  ideas or doctrines on which the state is based. The framework of government will set out the  powers and duties of the executive, legislative and judicial branches of the state. The rights and freedoms of citizens will be those basic rights and freedoms which it is agreed all citizens of the state should enjoy (for example, the right to free speech, or the right to vote in free elections). |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   1. The Legal System of England and Wales and Sources of law. 2. Constitutional and Administrative law and EU law. 3. Legal services.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core principles**  **Constitutional and Administrative law and EU law**  Core institutions of the state and how they interrelate:   * parliament and parliamentary sovereignty * central government and accountability * status of the devolved institutions and their relationship with Westminster * the monarch and the Crown * the role of constitutional conventions * prerogative power: relationship with legislation and constitutional conventions * parliamentary privilege.   Legitimacy, separation of powers and the rule of law:   * powers and procedures for the enactment, implementation and repeal of primary and secondary legislation * Public Order law   + Processions   + Assemblies   + Breach of the peace   Judicial review   * the nature, process and limits of judicial review * supervisory nature * remedies * decisions which may be challenged * standing * time limits * grounds:   + illegality   + irrationality   + procedural impropriety   + legitimate expectation.   **Human Rights Act 1998 and the European Convention on Human Rights:**   * ss.2, 3, 4, 6, 7, 8, 10 Human Rights Act 1998 * Schedule 1 HRA 1998 the "Convention Rights".   **The place of EU law in the UK constitution:**   * Sources of retained EU law * Categories/status/interpretation of retained EU law * Modification/withdrawal of retained EU law * Parliamentary sovereignty and retained EU law. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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Read the following chapters from the Public Law, Legal Services and the Legal system Text book.

**Chapter 4**

**Chapter 5**

**Chapter 6**

**Chapter 7**

**Chapter 8**

**Chapter 9**

**Chapter 10**

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Watch the following SQE Bitesize videos

* Constitutional Fundamentals
* Parliament and Parliamentary Sovereignty
* Devolution
* Legitimacy, Separation of Powers and the Rule of Law
* Public Order Law
* The Grounds of Judicial Review
* Judicial Review – Procedure and Remedies

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Description automatically generated** Step 2 – Interaction

Within the class sessions we will be looking at the fundamental components of the English Legal System.

The sessions will look to introduce you to Separation of Powers, Legislative, Executive and Judicial.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

It is also important to note that during the sessions we will also review legal procedure including:

* Judicial Review

**Shape

Description automatically generated** Step 3 – Consolidation

It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

Question 1

The Government is considering introducing a compensation scheme for victims of some

recent floods.

Which of the following best describes the options available to the Government in

relation to the royal prerogative?

A In the absence of statutory authority, the Government cannot use prerogative powers.

B By convention the Government should use statutory powers rather than prerogative

powers.

C The Government can use prerogative powers to introduce a compensation scheme less

generous than an existing statutory scheme.

D In the absence of a statutory scheme, the Government should be able to adopt a

non- statutory scheme and raise funds pursuant to its prerogative powers.

E In the absence of a statutory scheme, the Government should be able to adopt a

non- statutory scheme pursuant to its prerogative powers, subject to Parliament voting

the necessary funds.

Question 2

The Government is proposing to introduce legislation in Parliament that would breach a

recognised constitutional convention.

Which of the following best describes the constitutional implications of the

Government’s proposals?

A Any legislation passed by Parliament that breaches a recognised constitutional

convention risks being struck down by the Supreme Court.

B The courts will ignore the constitutional convention and apply the legislation.

C Although the courts will recognise the constitutional convention, they will nevertheless

apply the legislation.

D The courts will recognise the constitutional convention, but they will apply the legislation

if the breach of the convention is reasonable.

E It will be illegal for the Government to introduce legislation in Parliament that breaches

a recognised constitutional convention.

Question 3

A bill has passed through all stages in Parliament and has been submitted to the Monarch

for Royal Assent. The Leader of the Opposition has called on the Monarch to refuse Royal

Assent as the bill, on the Government’s own admission, breaches international law.

Will the Monarch refuse Royal Assent?

A No, because by convention the Monarch always grants Royal Assent to a bill that has

been passed by Parliament.

B No, because by law the Monarch must always grant Royal Assent to a bill that has

been passed by Parliament.

C Yes, because it is unconstitutional for Parliament to pass a bill that breaches

international law.

D Yes, because the bill is invalid due to its breach of international law.

E Yes, because international law is a higher form of law, which the Monarch must obey.

Question 4

Assume that Parliament passed an Act (fictitious) in 2021 giving voting rights to 16- and

17- year- olds in local government elections in England. Following a change of government,

Parliament passed another Act in 2024 removing the voting rights of 16- and 17- year- olds.

The Act of 2024, however, makes no reference to the Act of 2021. A 16- year- old who has

been barred from voting in a local government election wants to challenge in court the loss

of her voting rights.

Will the challenge by the 16- year- old be successful?

A No, because the Act of 2024 impliedly repealed the inconsistent provisions contained in

the Act of 2021.

B No, because the Act of 2024 contained express words making clear the intention to

repeal the voting rights of 16- and 17- year- olds.

C Yes, because the Act of 2021 is a constitutional statute and cannot be impliedly

repealed.

D Yes, because the Act of 2024 did not expressly repeal the Act of 2021, a constitutional

statute.

E Yes, because the Act of 2024 did not refer to the Act of 2021, a constitutional statute.

Question 5

The Government is considering introducing a bill that it believes will violate Convention

rights.

Which of the following best describes whether the Government can proceed with

the bill?

A The Government cannot proceed with the bill as the Human Rights Act 1998 precludes

the passage of legislation that violates Convention rights.

B The Government cannot proceed with the bill as the Human Rights Act 1998 is a

constitutional statute, which cannot be impliedly repealed.

C The Government can proceed with the bill. However, the minister introducing the bill

must state that, although they are unable to make a statement of compatibility, the

Government nevertheless wishes the House of Commons to proceed with the bill.

D The Government can proceed with the bill. However, the minister introducing the bill

must state that the Government wishes the House of Commons to proceed using the

procedures set out in the Parliament Acts 1911 and 1949.

E The Government can proceed with the bill. Parliament is sovereign and can expressly

or impliedly repeal the Human Rights Act 1998.

Question 6

An MP makes a speech in a parliamentary debate in which she defames a well- known

celebrity. The statement is clearly untrue.

Which of the following best describes whether the celebrity can sue the MP?

A The celebrity cannot sue unless the Speaker of the House of Commons certifies that he

may proceed.

B The celebrity cannot sue as statements in parliamentary proceedings are absolutely

privileged.

C The celebrity can sue because parliamentary privilege does not protect statements that

are clearly untrue.

D The celebrity can sue because the MP has abused parliamentary privilege by making

an untrue statement.

E The celebrity can sue because the courts have decided that defamation proceedings

do not interfere with Parliament’s core business.

Question 7

The minister in charge of a bill being presented to the Scottish Parliament has asked

for advice on whether they can make a statement that the bill is within the Parliament’s

legislative competence. The minister’s main concern is that the bill amends an Act of the UK

Parliament.

Can the minister make a statement that the bill is within the Parliament’s legislative

competence?

A No, because the bill amends an Act of the UK Parliament, which is a reserved matter.

B No, because amending Acts of the UK Parliament is explicitly excluded from the

Scottish Parliament’s legislative competence.

C No, because secondary legislation cannot be used to amend primary legislation.

D Yes, because the Scottish Parliament has full power to amend Acts of the UK Parliament

as Acts of the Scottish Parliament are primary legislation.

E Yes, because the Scottish Parliament has power to amend Acts of the UK Parliament

unless the subject matter of the bill is outside its legislative competence.

Question 8

The Senedd Cymru, or Welsh Parliament, has passed an Act of the Senedd promoting

tourism. The Government of Wales Act 2006 (as amended) does not list tourism as a

devolved matter. A business affected by the Act has challenged it by way of judicial review

on the grounds that it is outside the Senedd’s legislative competence and irrational.

Which of the following best describes the approach the courts are likely to take to the

challenge?

A The courts will reject the challenge on the basis of the ‘Enrolled Act’ rule. UK courts will

not allow challenges to primary legislation.

B The courts will reject the challenge unless tourism is listed in the 2006 Act as a reserved

matter.

C The courts will uphold the challenge as the 2006 Act has not expressly devolved tourism

to the Senedd.

D The courts will uphold the challenge if they consider that the Act of the Senedd is

irrational.

E The courts will reject the challenge as only the law officers of the UK Government

or devolved

Question 9

The UK Parliament has passed an Act (fictitious) creating a new criminal offence in England

and Wales. The criminal offence relates to a matter that has not been reserved to the UK

Parliament. The Senedd Cymru has not passed a legislative consent motion in relation to

the Act as it opposed the legislation. A man has been prosecuted for committing the new

criminal offence in Wales. The man claims that he has not committed a criminal offence as

the Act creating it is unenforceable in Wales.

Will the courts uphold the man’s claim?

A Yes, because the UK Parliament does not have the competence to legislate on

devolved matters.

B Yes, because the Senedd Cymru has not passed a legislative consent motion.

C No, because the UK Parliament has power to pass Acts covering the whole of the UK

even if the devolved legislature opposes the legislation.

D No, because the Senedd Cymru lacks competence regarding criminal offences even in

relation to devolved matters.

E No, because the Senedd Cymru has not formally vetoed the application of the Act

in Wales.

Question 10

The minister in charge of an emergency bill being presented to the UK Parliament to deal

with a major public health emergency is concerned about the approach the courts might

take to certain provisions in it, in particular provisions allowing for the indefinite detention

without trial of people who disobey provisions prohibiting anyone from being more than

five miles from their home. The minister has asked for advice regarding the possible

response of the courts should the courts find that the bill (when enacted) violates the rule

of law.

Which of the following best describes the possible response of the courts?

A The Supreme Court, adopting the approach outlined by eminent judges in case law, is

likely to strike down the legislation.

B Pursuant to the doctrine of parliamentary sovereignty, the courts will nonetheless apply

the legislation.

C The High Court or above is likely to issue a declaration of incompatibility pursuant to s

4 Human Rights Act 1998 disapplying the legislation.

D The High Court or above is likely to issue a declaration of incompatibility pursuant to s

4 Human Rights Act 1998 should the legislation violate the ECHR. The legislation will,

however, remain in force.

E The Supreme Court is likely to issue a declaration disapplying the legislation as, by

virtue of violating the rule of law, the legislation will breach retained EU law.

Question 11

The Government is considering whether to launch air strikes on a suspected terrorist base

in an overseas country. It believes the terrorists concerned pose a direct and imminent

threat to the UK. The Government has asked the Attorney General for advice as to whether

parliamentary approval is required for the air strikes.

Which of the following best describes whether parliamentary approval is required?

A Although it is probable that a convention has recently emerged that the Government

should obtain parliamentary approval before taking military action, where an

emergency exists the Government need not obtain prior approval.

B The decision whether or not to take military action involves the exercise of a

prerogative power and parliamentary approval is unnecessary as the Government is

best placed to judge the defence needs of the country.

C Although it is a statutory requirement that the Government should obtain parliamentary

approval before taking military action, where an emergency exists the statute

dispenses with the need for prior approval.

D It is probable that a convention has recently emerged that the Government should

obtain parliamentary approval before taking military action, so the Government must

obtain prior approval.

E It is a statutory requirement that the Government should obtain parliamentary approval

before taking military action, so the Government must obtain prior approval.

Question 12

The UK and South Africa are proposing to enter a treaty relating to the safeguarding of

intellectual property rights and data protection. The UK Government proposes to ratify it

using the royal prerogative. Some British businesses, relying on expert economic analysis,

believe the treaty will be highly damaging to their interests and will give an unfair

advantage to South African businesses. They would therefore like to challenge the treaty in

the UK courts.

Can the businesses bring a successful action challenging the treaty?

A Yes, because the courts are willing to rule on the extent of prerogative powers and it is

doubtful whether the UK Government can enter into treaties using prerogative powers.

B Yes, because the courts are willing to rule on how the Government exercises its

prerogative powers and on the facts the treaty seems unreasonable.

C No, because traditionally UK courts have refused to rule upon the extent of prerogative

powers and how they are exercised.

D No, because traditionally UK courts have refused to rule upon how prerogative powers

are exercised.

E No, because UK courts regard certain prerogative powers as non- justiciable and so

refuse to review how they are exercised.

Question 13

A woman is taking part in a march through the high street of a town in England. The

march is protesting against plans that the Government published two days ago to build

a new prison in the town. The march was scheduled to take place during the visit of

the government minister responsible for prisons to the town, which was only announced

yesterday. The woman learnt about the march from a leaflet that was put through the letter

box of her home. She has been arrested for taking part in an illegal procession.

Is the woman guilty of an offence?

A Yes, because the organisers of the march did not give six clear days’ notice of the

march. The march is therefore illegal.

B Yes, because a march during the controversial visit of a government minister is likely to

cause serious disruption to the life of the community.

C No, because although the organisers have committed an offence by failing to give six

clear days’ notice, the march itself is not illegal.

D No. As it was not reasonably practicable to give advance notice of the march, the

organisers have not committed an offence and in any event the march itself is not

illegal.

E No. Although the organisers have committed an offence by failing to give six clear

days’ notice, she has not committed an offence as she had no knowledge of this

omission.

Question 14

A group of about 100 demonstrators have gathered in a square outside a town hall

protesting against a local authority’s cuts to library services. The time is nearly 17.00

when many of the local authority’s workers will be leaving the town hall and some of

them normally walk through the square on their way home. Most of the demonstrators are

chanting slogans such as ‘Save our libraries’ and ‘Down with the council’, but there has been

no violence. A police sergeant, supervised by her inspector, are the only police at the scene.

The inspector orders the demonstrators to disperse in the next 15 minutes to ensure that the

workers can go home without any trouble.

Which of the following best describes whether the inspector’s order is lawful?

A As the senior police officer is present, she can impose a condition requiring the

protesters to disperse as the demonstrators’ behaviour will clearly intimidate the local

authority’s workers.

B She has common law powers to order the demonstrators to disperse as she has

reasonable grounds for believing that a breach of the peace will occur.

C Although the inspector is the senior police officer present, she cannot impose

conditions on the protest as she does not have reasonable grounds for believing that

the demonstrators’ behaviour will intimidate the local authority’s workers.

D The inspector does not have any common law powers to order the demonstrators to

disperse, even though she has reasonable grounds for believing that a breach of the

peace will occur.

E Although the inspector does have common law powers, they only empower her to

arrest the demonstrators and not to order them to disperse.

Question 15

A local authority has issued a notice prohibiting trespassory assemblies within the vicinity

of a well- known landmark. A group of about 25 protesters have, with the permission of the

farmer who owns the land, gathered on farm land within the area covered by the notice

and within the time frame specified in it. The farmer said they could remain on the land

as long as they did not camp on it. The police arrested the protesters for taking part in a

trespassory assembly after they put up tents on it.

Which of the following best describes whether the protesters are guilty of an offence

relating to trespassory assemblies?

A They are guilty because they have taken part in an assembly in the area covered by

the notice.

B They are guilty because they have taken part in an assembly on private land in the

area covered by the notice.

C They are guilty because they put up tents, breaking the terms of the permission given

by the farmer.

D They are not guilty because the farmer gave them permission to be on the land, so

they are not trespassers.

E They are not guilty because the farmer gave them permission to be on the land, and

they have not threatened to breach the peace.

Question 16

Assume that a statute (fictitious) gives local authorities the power to grant licences to

cinemas in their area ‘on such conditions as they think fit’. Exercising this power, a local

authority grants a company a licence on condition that no film should be shown at its

cinemas unless approval is first obtained from the local Churches Committee. The company

objects to this condition.

Which of the following best describes whether the company can successfully seek

judicial review of this licence condition?

A The decision is lawful as the licensing authority had effectively delegated its decisionmaking

power to another body, the local Churches Committee and the delegation

cannot be challenged.

B The decision is lawful because the delegation was made to a local committee and the

statutory exception relating to local bodies applies.

C There is illegality as the delegation to a religious body (the local Churches Committee)

was in breach of the rule against delegation.

D There is illegality as the licensing authority had delegated its decision- making power

to another body, which was neither a civil servant nor a local authority committee or

officer.

E There is illegality as the licensing authority, by delegating its decision- making power to

another body, was pursuing an unreasonable purpose.

Question 17

Assume that a statute (fictitious) gives power to the Secretary of State to assess claims

for property damage arising out of terrorist bomb attacks and to award financial

compensation based on the damage suffered. The Act permits a maximum award of

£100,000 to be made.

A charity that provides temporary accommodation for the homeless had its premises

destroyed in a bomb attack. It applied to the Secretary of State for compensation of

£100,000 to go towards the cost of rebuilding, estimated at £150,000. It was awarded

compensation of only £5,000. No reasons were given by the Secretary of State for the size

of the award. Before applying for compensation, the charity consulted the Secretary of State’s department and was sent a copy of a departmental circular, which states ‘when

awarding compensation, a full award will normally be given to charitable organisations

providing care for disadvantaged groups’.

Which of the following best describes the grounds on which the charity should seek

judicial review of the amount of the award?

A The charity’s claim is likely to fail as it is a mere applicant and the Secretary of

State’s only duty is to act honestly and without bias. On the facts provided, there is no

evidence of dishonesty or bias.

B The charity’s claim is likely to fail. The Secretary of State is under no duty to give

reasons and, in the absence of reasons, the charity cannot prove the Secretary of State

has acted illegally or irrationally.

C The charity’s claim is likely to succeed. By failing to award £100,000 compensation, the

Secretary of State has breached a mandatory procedural requirement.

D The charity’s claim is likely to succeed. The statement in the circular is likely to create a

substantive legitimate expectation that its application will be successful and it will be

an abuse of power to frustrate that expectation.

E The charity’s claim is likely to succeed. In the absence of reasons, the decision is likely

to be held to be irrational.

Question 18

Assume that a statute (fictitious) gives local authorities the power to order the closure of

market stalls in a public market if the trader has repeatedly sold goods that are not of

a satisfactory quality. The statute provides that the operator of any stall that is to be the

subject of a closure order shall be given seven days’ notice of the order, and shall also

be given the right to make representations against the closure. Using its power, the local

authority has sent a notice to a trader ordering the closure of his stall after seven days.

The local authority has stated that due to the poor quality of the goods the trader sells,

there is no point in him making representations.

Which of the following best describes whether the trader could seek judicial review of

the closure notice?

A The trader’s claim is likely to fail. Due to the seriousness of the matter, the local

authority was entitled to dispense with the requirement to allow the trader to make

representations.

B The trader’s claim is likely to fail. The requirement to allow the trader to make

representations is merely a guidance as to good practice and its breach does not

render the closure notice invalid.

C The trader’s claim is likely to fail. The requirement to allow the trader to make

representations is merely a directory procedural requirement and its breach does not

render the closure notice invalid.

D The trader’s claim is likely to succeed. The requirement to allow the trader to make

representations is a mandatory procedural requirement as Parliament probably

intended its breach to invalidate the closure notice.

E The trader’s claim is likely to succeed. The local authority has acted without legal

authority in ordering the closure of the stall without allowing the trader to make

representations.

Question 19

In order to address concerns about the behaviour of nightclub door supervisors in

controlling patrons, Parliament passed the (fictitious) Regulation of Nightclubs Act 2016

(‘the Act’). The Act creates the Entertainment Conduct Authority (the Authority) to regulate

the nightclub industry and to grant licences to individuals. Every door supervisor must hold

a licence from the Authority to work in the industry.

The Nightclub Workers’ Federation (NWF) is concerned about the fee that the Authority

is asking its members to pay on applying for their licences, believing it has exceeded its

statutory powers and has acted in a biased manner. The NWF wishes to challenge this on

their behalf.

Can the NWF seek judicial review of the licence fee?

A No, because the Authority is not amenable to judicial review claims, nor does the NWF

have sufficient interest to apply for judicial review.

B No, because although the NWF does have sufficient interest to apply for judicial review,

the Authority is not amenable to judicial review claims.

C No, because although the Authority is amenable to judicial review claims, the NWF

does not have sufficient interest to apply for judicial review.

D Yes, because the Authority is amenable to judicial review claims, and the NWF does

have sufficient interest to apply for judicial review.

E Yes, because as the NWF has sufficient interest to apply for judicial review, the Authority

will be deemed to be amenable to judicial review claims.

Question 20

A statute provides that all decisions by a particular public body ‘shall not be called into

question in any legal proceedings whatsoever’. A company now wants to challenge a

decision that adversely affects its interests two months after the decision was made. The

reason the company waited for two months before deciding to challenge the decision was

that its board of directors was unsure whether or not it was in the company’s interests to

bring a challenge. However, last week it obtained counsel’s opinion that there were valid

grounds for challenge.

Can the company seek judicial review of the decision?

A Yes, because the ouster clause will not protect decisions of the public body from

challenge and the claim will be lodged within the time limit of three months.

B Yes, because the ouster clause will not protect decisions of the public body from

challenge and the claim will be lodged without undue delay on the part of the

company.

C No, because even though the ouster clause will not protect decisions of the public body

from challenge, there has been undue delay on the part of the company in lodging

the claim.

D No, because the ouster clause will protect decisions of the public body from challenge

even though the claim will be lodged within the time limit of three months.

E No, because the ouster clause will protect decisions of the public body from challenge

and there has been undue delay on the part of the company in lodging the claim.

Question 21

A local authority has the statutory power to license ice cream vans to sell ice cream within

its boundaries. A woman has applied to the local authority for a licence to operate an ice

cream van. The local authority has refused to consider her application. She has lost money

as a result of being unable to trade.

What remedy or remedies should the woman apply for?

A A quashing order.

B A quashing order and damages.

C Damages.

D A mandatory order and damages.

E A mandatory order

Question 22

The Waste Management Act 2015 (fictitious) established the Waste Disposal Commission

to decide where incinerators to dispose of household waste shall be built in England and

Wales. A woman has objected to a decision made by the Commission approving the

building of an incinerator 200 metres from her home. Her main ground of objection is that

emissions will harm her and other people living nearby. Experts had produced evidence

to the Commission that there were other suitable sites in the locality further away from

people’s houses.

Which of the following best describes whether the building of the incinerator breaches

any of the woman’s Convention rights?

A The building of the incinerator does not engage any Convention rights as it is in the

public interest.

B Although the building of the incinerator engages the woman’s right to a private life, it is

a proportionate interference in the public interest.

C Although the building of the incinerator engages the woman’s right to a private life, it is

prescribed by law and so cannot be challenged.

D Although the building of the incinerator is in the public interest, it is a disproportionate

interference with the woman’s right to a private life.

E The building of the incinerator is not prescribed by law and is a disproportionate

interference with the woman’s right to a private life.

Question 23

A country that is not a signatory to the European Convention on Human Rights (‘the

Convention’) has asked the UK Government to extradite a woman living in the UK to

stand trial for murder in that country. The woman holds the nationality of the country

requesting her extradition, but not of any other country. The Secretary of State has ordered

the woman’s extradition and the woman has appealed to the High Court against the

extradition order. During the hearing she produces evidence that she could face the death

penalty if extradited and the High Court accepts the woman’s evidence.

Which of the following best explains whether the High Court would uphold the

extradition order?

A It would not uphold the order because the Convention prohibits extradition to nonsignatory

countries.

B It would not uphold the order because extraditing a person to stand trial for an offence

that could result in the imposition of the death penalty would violate that person’s

Convention rights.

C It would not uphold the order because extraditing a person to stand trial for an offence

that could result in the imposition of the death penalty fails to strike a fair balance

between the rights of the individual and the interests of the community.

D It would uphold the order because it is not certain that the death penalty would be

imposed on the woman if she was extradited.

Question 24

A man employed as a shop assistant in a clothing shop has a small fish symbol tattooed

on to his hand. The fish symbol is a Christian symbol. The clothing shop’s employment

policy permits shop assistants to have small tattoos that are visible to customers, but

prohibits tattoos that have religious significance as it wants to adopt a secular image.

The shop has taken disciplinary action against the man. The UK courts have upheld the

lawfulness of the disciplinary action, so the man now wants to take action against the UK

Government before the European Court of Human Rights.

Can the man argue that the disciplinary action breaches his Convention rights?

A Yes, because the shop’s refusal to allow him to display a small tattoo means that

the state has permitted a disproportionate interference with his right to manifest his

religion.

B Yes, because the shop’s refusal to allow him to display a small tattoo means that the

state has permitted an interference with his absolute right to manifest his religion.

C Yes, because the shop’s refusal to allow him to display a small tattoo means that the

state has permitted an interference with his absolute right to freedom of religion.

D No, because the shop has treated all religious symbols equally, so there is no

interference with the man’s freedom to manifest his religion.

E No, because the shop’s refusal to allow him to display a small tattoo is a proportionate

interference with the man’s freedom to manifest his religion.

Question 25

A religious group applied for planning permission to build a temple. Last week the local

planning authority refused the group planning permission because one of its core beliefs

is that women should have a subordinate role in society and be subject to the headship

of men. As the religious group has already secured alternative premises, it does not want

to challenge the refusal. However, a pressure group that campaigns for religious freedom

wants to apply for judicial review of the decision. (Note that this question includes topics

covered in Chapters 7 and 8).

Can the pressure group challenge the decision of the local planning authority by way

of judicial review on the grounds that it infringes the religious group’s freedom of

religion?

A Yes, because of the importance of the matter (the Convention right of freedom of

religion) and its role as a campaigner for freedom of religion.

B Yes, because there has been a clear breach of the Convention right of freedom of

religion.

C No, because freedom of religion is a qualified right and the interference with it is

proportionate.

D No, because the pressure group is not a victim under the Human Rights Act 1998.

E No, because the religious group’s right to freedom of religion has not been engaged

as it has found premises elsewhere.

Question 26

A man convicted of murder committed when he was an adult is released after serving his

sentence. He changes his name and goes to live in a part of the country where he will not

be recognised, as he does not want the community in which he is living to know about his

past. Some newspapers have found out where he lives and want to publish the details.

Will the man be able to obtain an injunction stopping the newspapers from disclosing

his identity and where he lives?

A Yes, because publication of the information will violate his right to life and right to

privacy.

B Yes, because although publication of his details will not violate his right to life, it will be

a disproportionate interference of his right to privacy.

C Yes, because although publication of his details will not violate his right to privacy, it

will be an interference with his absolute right to life.

D No, because as he committed the murder as an adult, he has forfeited his right to

privacy and there is no interference with his right to life.

E No, because publication of the information will not violate his right to life nor be a

disproportionate interference with his right to privacy.

Question 27

A well- known actor was photographed leaving a walk- in HIV testing clinic in Birmingham.

A newspaper has published the photograph. During her career the actor has disclosed very

little about her private life.

Which of the following best describes whether the actor can bring a claim in the High

Court for breach of her Convention rights?

A She cannot do so. Although the newspaper has interfered with her right to privacy, she

can only bring a claim against it before the European Court of Human Rights.

B She cannot do so because freedom of expression is a more important right than the

right to a private life.

C She cannot do so because English law does not recognise a tort of privacy.

D She can do so because the right to a private life is entitled to greater protection than

freedom of expression.

E She can do so because the newspaper has disproportionately interfered with her right

to a private life.

Question 28

An EU Directive (fictitious) adopted in 2017 provides that Member States must ensure that

the use of latex gloves is prohibited in restaurants, cafeterias and other places that serve

hot food for consumption on the premises. The Directive was adopted due to medical

evidence that latex gloves were causing an allergic reaction. The Directive further provides

that Member States should implement it by 30 November 2019. The UK Government took no

steps to implement it. In May 2020 the CJEU ruled that the provisions of the Directive have

direct effect.

After IP completion day a woman working in a cafeteria operated by a government

department suffered an allergic reaction as a result of wearing latex gloves.

Can the woman make a claim against the government department based on the

Directive?

A Yes, because the Directive was due to be implemented before IP completion day, it has

direct effect, so it can be relied upon vertically against a state body.

B Yes, because the rights arising under the Directive are of a kind that have been

recognised by a UK or EU court or tribunal before IP completion day and so can be

relied upon vertically against a state body.

C Yes, because the Directive was due to be implemented before IP completion day, it has

become retained EU law and so can be relied upon vertically against a state body.

D No, because Directives do not become retained EU law and so cannot be enforced in

the UK after IP completion day.

E No, because rights arising under Directives cannot be enforced in the UK after IP

completion day as they are covered by an exclusion as regards enforcement in UK

legislation.

Question 29

A woman is paid less by her employer than a male colleague doing work of equal value.

This is permitted by a (fictitious) Act of Parliament enacted in 2015. The woman claims that

the employer newspaper has infringed her right to equal pay for work of equal value under

Art 157 TFEU.

Can the woman make a claim against her employer relying on Art 157 TFEU?

A Yes, because directly effective rights arising under the TFEU become retained EU law.

B Yes, because directly effective rights arising under the TFEU become direct EU

legislation.

C No, because UK Acts of Parliament, whenever enacted, prevail over retained EU law.

D No, because rights arising under the TFEU fall within one of the exclusions from retained

EU law.

E No, because the UK has left the EU so rights arising under the TFEU are irrelevant.

Question 30

A man who is a Danish citizen has been resident in the UK for over five years and applies

for settled status. Under the terms of the Withdrawal Agreement governing the UK’s exit

from the EU, he is entitled to permanent residence in the UK. The Home Office rejects his

application on the grounds that a section in an Act (fictitious) of the UK Parliament excludes

a person in his position from settled status. The Act does not, however, attempt to override

the Withdrawal Agreement.

Can the man challenge the Home Office’s refusal to grant him settled status?

A No, because an Act of Parliament will automatically override conflicting provisions in

the Withdrawal Agreement.

B No, because the Withdrawal Agreement is an international treaty, which does not give

rise to rights in UK law.

C Yes, because international treaties are automatically incorporated into UK law when

ratified by the UK Government.

D Yes, because UK legislation has provided for the direct effect of the relevant provisions

of the Withdrawal Agreement.

E Yes, because the UK Parliament cannot legislate contrary to international treaties.

**Week 14 and 15 – Land Law**

**Workshop Description**

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| **Introduction**  Introduction  Land law, as the name suggests, is the set of rules that govern the land and anything attached to it, such as trees or buildings, or anything in it, e.g. treasure or oil.  People who work in this area of law have the task of fighting or defending disputes over land matters, such as rights of way and boundary issues. These cases may involve matters which involve landowners, private individuals or the state.  Almost everyone will have to deal with some elements of land law at least once in their life, whether you buy a house, walk up and knock on someone’s door or decide to cut down a neighbours overhanging tree.  A great deal of the work of a lawyer specialising in this area involves going through deeds, agreements and the land registry records to see if you can decipher who owns what and what rights people may or may not have over pieces of land.  You will need to have excellent attention to detail and highly-motivated to be able to concentrate on long paper trails and deal with the often unclear intentions of the individuals involved. Some of the disputes might require you to go back and refer to documents that are hundreds of years old.  Research is a key part of this area of law. Furthermore, you will frequently be required to draft legal documents and liaise with the land registry, other lawyers and law firms that are sometimes located on the other side of the country, or even the world.  Land law has evolved significantly over hundreds of years. Working in this area of law can be particularly interesting and stimulating. Although the remuneration is not as high as you might expect in corporate or commercial law, it can still be lucrative; especially when you consider the high value people place on land. After all, a man’s house is his castle! |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   * Registered and unregistered land. * Freehold and leasehold estates, and legal and equitable interests in land. * Landlord and tenant. * Co-ownership.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core principles of land law**  **Nature of Land:**   * distinction between real property and personal property * how to acquire and transfer legal and equitable estates * how to acquire and dispose of legal and equitable interests in land * methods to protect and enforce third party interests * different ways in which land can be held * legal formalities required to create and transfer interests and estates in land.   **Title to Land:**   * registration of title to land:   + estates that can be substantively registered   + how to protect interests   + interests that override registration and interests that need to be protected on the register * core principles of unregistered title to land:   + role of title deeds   + Land Charges   + continuing role of doctrine of notice.   **Co-ownership and Trusts:**   * differences between joint tenants and tenants in common in law and in equity * rule of survivorship * severance of joint tenancies * solving disagreements between co-owners by reference to sections 14 and 15 of Trusts of Land & Appointment of Trustees Act 1996.   **Proprietary Rights:**   * essential characteristics of easements * methods for creation of easements * rules for the passing of the benefit and burden of freehold covenants * mortgages, including enforceability of terms, priority of mortgages, lender’s powers and duties, and protection of mortgagors and other third parties with an interest in the land.   **Leases:**   * relationship between landlord and tenant in a lease * essential characteristics of a lease including the difference between a lease and a licence * privity of contract and privity of estate * rules for the passing of the benefit and burden of leasehold covenants and enforceability * purpose and effect of an alienation covenant * remedies for breach of leasehold covenants (including forfeiture) * different ways a lease can be terminated. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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Read the following chapters from the Property Practice & Land Law Text book.

**Chapter 1**

**Chapter 2**

**Chapter 14**

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Watch the following SQE Bitesize videos

* The Nature of Land
* Co-ownership and Trusts
* Easements
* Freehold Covenants
* Mortgages
* Leases
* Unregistered Land
* Registered Land

**Icon

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Within the class sessions we will be looking at the fundamental components of the English system of Land Law

The sessions will look to introduce you to transactions involving the nature of land, proprietary rights, Leases and mortgages

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

It is also important to note that during the sessions we will also review legal procedure.

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It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

Land Law – Sample Questions

Question 1

A client has entered into a contract to sell their house. After exchange of contracts, the

client seeks advice about whether they may keep the freestanding oven that slots in

between two of the kitchen cabinets. The oven was purchased by the client’s late husband.

The oven is not mentioned in the contract.

May the client remove the oven before completion?

A No, because the oven is likely to be a fixture due to the high degree of attachment.

B Yes, because the oven is likely to be a chattel due to the slight degree of attachment.

C Yes, because any item with sentimental value is always removable.

D No, because removal of the oven would cause the room to be unfit for use as a kitchen.

E No, because any item within a property is permanently part of the land and must not

be removed.

Question 2

Last year a land owner sold part of their land to a buyer. In the conveyance (by deed) the

land owner granted the buyer a right of way over the land owner’s retained land for the

rest of the buyer’s life.

Which of the following best describes the interest that the buyer holds?

A A legal easement

B A legal lease

C A legal restrictive covenant

D An equitable easement

E An equitable lease

Question 3

A freehold land owner grants a tenant a lease for a term of two years at market rent.

Nothing was recorded in writing and no fine/ premium was paid.

Has a legal lease has been created?

A No, because a deed is required to create a legal lease.

B Yes, because a two- year lease is always capable of being legal.

C No, but equity may intervene and recognise an equitable lease.

D No, because no fine or premium can be paid for a parol lease.

E Yes, because the lease complies with the parol lease exception.

Question 4

A solicitor acts for a husband and wife in the purchase of a freehold property (‘the Property’)

for £350,000. The wife contributed £150,000 and the husband contributed the remaining

£200,000. The Property is transferred to them as express beneficial joint tenants in equity.

Which of the following best describes how the Property is held?

A The Property is held as a tenancy in common due to the unequal contributions made to

the purchase price.

B The Property is held legally and beneficially as joint tenants due to the express

declaration of trust.

C The Property is held as a joint tenancy as the four unities are present.

D The equitable interests are held in a tenancy in common as the presumption for a joint

tenancy has been rebutted by unequal contributions.

E The equitable interests are held as a joint tenancy as the express declaration of trust is

conclusive.

Question 5

Four students (a chemistry student, an economics student, a geography student and a

music student) purchased a property (‘the Property’) for them to live in whilst they studied

at university. The chemist, economist and geographer each provided 20% of the purchase

price. The musician contributed the remaining 40% of the purchase price. The Property was

transferred to them as beneficial joint tenants in equity.

The economist struggled financially and mortgaged his interest in the Property to a bank.

He subsequently received a large inheritance and managed to pay off the mortgage.

The chemist was killed in a car accident and, in her will, left her interest in the Property to

her sister.

Which of the following best describes how the equitable interests in the Property are

now held?

A The economist holds 25% as a tenant in common, with the geographer and the

musician holding the remaining 75% as joint tenants.

B The economist, the geographer and the sister hold 20% each, with the musician holding

40% as tenants in common.

C The economist and the sister each hold 25% as tenants in common with the geographer

and the musician holding 50% as joint tenants.

D The economist holds 20% as a tenant in common, with the geographer and the

musician holding the remaining 80% as joint tenants.

E The economist holds 20% as a tenant in common with the musician and the geographer

holding a joint tenancy, with the musician holding 50% and the geographer

holding 30%.

Question 6

A father gifts his house (‘the Property’) to his children (a son, a step- son, a daughter and a

step- daughter) as beneficial joint tenants. The Property is transferred to them. At the time of

the transfer, the step- daughter is 17 years old.

The son is offered a well- paid job in Paris and sells his interest in the Property to a friend.

The friend immediately moves into the Property. The son retires as a trustee.

At the step- daughter’s 18th birthday party, the step- son (knowing he is terminally ill) gives

the daughter and step- daughter a written notice stating that he wishes to immediately sever

his joint tenancy. Subsequently, the step- son dies and, in his will, leaves his interest in the

Property to his wife.

Which one of the following best describes how the Property is held?

A The trustees are the daughter and step- daughter who hold for the friend, the wife and

themselves as joint tenants in equity.

B The daughter is the remaining trustee and she holds for the friend as a tenant in

common as to 25% and the step- son, the daughter and the step- daughter as joint

tenants of the remaining 75%.

C The daughter and step- son are the trustees holding for the friend and the wife as

tenants in common (25% each) and the daughter and step- daughter as joint tenants of

the remaining 50%.

D The trustee is the daughter holding for herself and the step- daughter as joint tenants of

50% and the friend and the wife as tenants in common of 25% each.

E The trustees are the daughter and step- daughter who hold for themselves and the

friend and wife as tenants in common as to 25% each.

Question 7

The freehold owner of a detached house (‘the Property’) is concerned about the extension

proposed by her new neighbour. The proposed extension will make parts of the Property’s

garden very gloomy.

Does the Property have an easement?

A Yes, the Property has an easement of light for the garden but must show an infringement.

B Yes, there is a clear easement of light which would prevent the new neighbour’s

development.

C No, the Property does not have an easement as no new negative easements can be

created.

D No, the Property does not have an easement of light as there is no defined aperture in

a garden.

E Yes, the Property has an easement to have an uninterrupted view from her garden and

can stop the new neighbour’s extension.

Question 8

In 1989, a man purchased a freehold property consisting of a farm house and outbuildings

including a large separate barn (‘the Barn’). The Barn has its own access to the main road,

but the man has always used a track (‘the Track’) running past the main house to access

the Barn. He prefers the Track as it avoids a dangerous right- hand turn. Last year, the man

sold the Barn to a woman. The transfer included an express right over the main point of

access but made no mention of the Track.

Which of the following answers best describes how an easement over the Track has

been created?

A This is an easement of necessity which allows the woman to access the Barn.

B This is a common intention easement and the woman can only fulfil the purpose with

the easement.

C The easement is created by Wheeldon v Burrows as a quasi- easement in use at the

time of the sale.

D The easement was expressly created in the transfer to the woman.

E The easement was created by prescription as it has been used for over 20 years.

Question 9

A freehold owner granted a 25- year lease of their property (‘the Property’). Five years after

the lease was created, the freehold owner gave informal permission for the tenant to erect

a sign upon the freehold owner’s adjoining land advertising the tenant’s business. Last

month, when the lease came to an end, the tenant purchased the freehold to the Property.

The transfer made no mention of the sign.

Which of the following answers best describes how an easement in relation to the sign

has been created?

A The easement was created by s 62 LPA 1925 as an existing privilege upon the transfer

of the freehold to the tenant.

B The easement was expressly created on the transfer of the freehold to the tenant.

C This is an easement of necessity which allows the tenant to erect a sign.

D The easement was created by prescription as it has been used for over 20 years.

E The right is not capable of existing as an easement as it does not accommodate the

dominant tenement.

Question 10

The freehold owner of a farm (the seller) sells a field containing a barn forming part of the

farm (‘the Property’) to a buyer. The transfer to the buyer contains the following:

The Buyer covenants with the Seller to repair and maintain the barn forming part of

the Property.

Which of the following statements best describes the right created by the seller and

the buyer?

A The positive covenant is a legal interest as it has been created by deed.

B The restrictive covenant is an equitable interest although it has been created by deed.

C The positive covenant is an equitable interest although it has been created by deed.

D The restrictive covenant is a legal interest as it has been created by deed.

E This creates an easement in favour of the buyer to access the barn forming part of the

Property.

Question 11

A barrister is the freehold owner of two houses. He lives in one house (the ‘Retained Land’).

He sells the other house (‘the Property’) to an architect. The transfer contains the following

clause:

For the benefit and protection of the Retained Land the Buyer and his successors in

title covenant with the Seller and his successors in title to only use the Property as

a private dwelling house.

The architect sells the Property to a doctor. The barrister sells the Retained Land to a vet.

The doctor sells the Property to a friend.

Which of the following answer best describes the parties to the various transactions?

A The barrister is the original covenantee and the vet owns the land burdened by

the covenant.

B The barrister is the original covenantor and the friend owns the land burdened by

the covenant.

C The architect is the original covenantee and the friend owns the land which benefits

from the covenant.

D The architect is the original covenantor and the vet owns the land which benefits from

the covenant.

E The architect is the original covenantor and the barrister owns the land which benefits

from the covenant.

Question 12

A market research analyst is the freehold owner of two houses. The analyst sells one house

(‘the Property’) to an occupational therapist. The transfer to the occupational therapist

contained the following clause:

The Buyer and her successors in title covenant with the Seller and his successors in

title to use the Property only as a private dwelling house.

Elsewhere in the transfer, the other house is identified as the seller’s ‘Retained Land’.

The occupational therapist has sold the Property to a recruitment consultant. The market

research analyst has sold his house to a teacher. The recruitment consultant has started

running a business from the Property in breach of the covenant.

Which of the following answers best describes the basis upon which the teacher has the

benefit of the covenant?

A There has been an express assignment of the benefit of the covenant to the teacher.

B There is statutory annexation as the land to be benefited is identified in the transfer.

C The benefit passes to the teacher at common law as the criteria are met.

D There is express annexation as words of annexation have been used.

E There is a mutual benefit and burden enabling the teacher to enforce the covenant.

Question 13

A borrower purchased a house (‘the Property’) four years ago with the assistance of a

mortgage (by deed) with a bank (‘the Bank’). The borrower has been made redundant and

has not paid the last mortgage payment. The Bank want to sell the Property immediately.

Which of the following statements most accurately describes the position for the Bank?

A The buyer need only check that that the power of sale exists and has arisen.

B The Bank can exercise the power of sale as it exists, has arisen and is exercisable.

C The Bank cannot exercise the power of sale as the power of sale does not exist.

D The Bank cannot exercise the power of sale as the power is not yet exercisable.

E The buyer will take the Property subject to the mortgage in favour of the Bank.

Question 14

A solicitor acts for the freehold owner of a vacant office block (‘the Property’) subject to a

mortgage (by deed) in favour of a bank (‘the Bank’). The owner purchased the Property

five years ago on a 25- year mortgage. The owner has not paid the mortgage payments

for the last two months after their tenant’s lease came to an end and the tenant vacated

the Property. The Bank have told the owner that they plan to exercise their power of sale

in relation to the Property. The owner wishes to oppose this as there is a downturn in the

market and it is a dreadful time to sell.

Can the owner oppose the Bank in exercising its power of sale?

A Yes, because the Bank must obtain a court order for possession prior to selling the

Property.

B No, because the power of sale is exercisable and the Property is not a dwelling house.

C Yes, because the owner can apply to the court to adjourn the possession proceedings.

D No, because the Bank can choose the timing of the sale but must obtain a possession

order for possession.

E Yes, because the Bank’s power of sale is not exercisable until the owner is in arrears

for three months.

Question 15

A solicitor acts for the owner of a freehold factory block (‘the Property’) subject to a

mortgage (by deed) in favour of a bank (‘the Bank’). The Property is currently vacant

since the owner’s business closed. The owner has not paid the mortgage payments for six

months. The Bank believe the Property is worth £350,000 and the owner owes £370,000.

The Bank would like to end the mortgage.

Which of the following is the best approach for the Bank to pursue?

A Take possession immediately with a view to redirecting income from the Property to

the Bank.

B Exercise the power of sale and pursue a debt action against the owner for any shortfall.

C Pursue a debt action against the owner to recover the money owed to the Bank.

D Seek an order for foreclosure to bring the mortgage to an end and vest title in the

Property in the Bank.

E Appoint a receiver to demand and receive income from the Property.

Question 16

A freehold owner grants a five- year lease to a tenant. The document creating the lease is

described as a deed but the freehold owner’s signature is not witnessed and the document

does not contain all the terms agreed by the parties. However, the tenant immediately

moved into the property and has paid the freehold owner a regular monthly rent at the

market rate.

Has a legal lease been created?

A Yes, as a five- year lease can be created without any formality.

B Yes, it is a legal periodic tenancy created by parol due to exclusive possession and

payment of rent.

C No, in order to be a legal lease a deed is always required.

D No, the document is not a deed but equity may recognise the agreement.

E No, it is a licence as the agreement does not contain all the expressly agreed terms.

Question 17

In 2015, a freehold owner granted a 30- year commercial lease (by deed) to a clothes

retailer. In 2017, the lease was assigned to a sweetshop. In 2018, the lease was assigned

to a newsagent. In 2019, the lease was assigned to a bookseller. Each assignment was by

deed and with the freehold owner’s consent. The freehold owner required the provision of

an authorised guarantee agreement as a condition of giving consent on each assignment.

The bookseller has failed to pay the latest quarter’s rent.

From whom can the freehold owner recover the outstanding rent?

A From the newsagent and the bookseller only.

B From the bookseller only.

C From the clothes retailer and the bookseller only.

D From the clothes retailer, the sweetshop, the newsagent and the bookseller.

E From the newsagent only.

Question 18

In 1995, the freehold owner granted a commercial lease (by deed) to a company for a

term of 40 years. The lease contained a repair obligation on the part of the tenant. The

company quickly expanded its business and moved to larger premises and assigned the

lease to a distributor in 2010. In 2015, the lease was assigned to a warehouse business.

Each assignment was by deed and with the consent of the freehold owner. The property is

in disrepair and the warehouse business does not have the financial resources to undertake

the work. The freehold owner does not wish to bring the lease to an end as it would be

hard to find a new tenant.

Which of the following provides the best advice to the freehold owner?

A Forfeit the lease and relet the property.

B Enter the property, conduct the repairs and recover the cost from the warehouse

business as a debt due.

C Pursue a claim for damages for breach of repair against the distributor via privity of

estate.

D Pursue a claim in damages for breach of repair against the warehouse business via

privity of estate.

E Pursue a claim in damages for breach of repair against the company via privity of

contract.

Question 19

A solicitor is acting for the seller of a freehold unregistered property. The solicitor is

preparing for deduction of title to the property to the buyer’s solicitor. They examine the

deeds and documents relating to the property.

Which of the following is the best candidate for a good root of title when deducing title

to the property?

A An assent of the property, dated 3 March 1983.

B A Land Charges certificate, dated 1 March 1983.

C A gift of the property, dated 10 June 1984.

D A conveyance of the property, dated 13 April 1985.

E A planning permission for the property, dated 5 August 2017.

Question 20

A buyer recently completed the purchase of an unregistered freehold property (‘the

Property’). Yesterday, the buyer moved into the Property and was confronted by the

neighbouring landowner who claimed to have a right of way over the Property for 20 years.

The neighbouring landowner produced a deed evidencing the right of way. The buyer

checked the document and discovered that the signatures had not been witnessed.

Will the buyer be bound by the neighbouring landowner’s right of way?

A Yes, because the right of way is a legal right and, therefore, binding on the buyer.

B No, because the right of way is equitable by nature and, therefore, not binding on

the buyer.

C No, because the right of way is legal but only binding if a Land Charge is registered.

D Yes, because the right of way is equitable and the buyer is bound by the equitable

doctrine of notice.

E No, because the right of way is equitable and the buyer will only be bound if a Land

Charge has been registered.

Question 21

A buyer purchases a freehold unregistered property (‘the Property’) from a husband and

wife. Following completion of the purchase, the buyer is confronted by the wife’s mother

who claims that she has an interest in the Property. When the husband and wife originally

bought the Property, the mother paid the deposit and has lived in the Property since the

husband and wife bought it. The buyer recalls meeting the mother when inspecting the

Property, but had no idea she had an interest in the Property.

Which of the following best describes whether the buyer will be bound by the mother’s

interest?

A The buyer will be bound as they have actual notice of the mother’s interest.

B The buyer will not be bound as payment of the deposit is insufficient to create an

interest in land.

C The buyer will be bound as they have constructive notice of the mother’s interest.

D The buyer will not be bound as they have overreached the mother’s interest.

E The buyer will be bound as the mother holds a legal interest which binds the world.

Question 22

A solicitor is acting for the buyer of a freehold registered property (‘the Property’).

The seller tells the buyer that the Property is burdened by a restrictive covenant.

What will the buyer’s solicitor look for when examining the official copies of the title to

the Property to confirm that the restrictive covenant is properly registered?

A An entry referring to a restrictive covenant in the property register.

B A restriction on dealings in the proprietorship register.

C An entry referring to a restrictive covenant in the proprietorship register.

D An entry referring to a restrictive covenant in the charges register.

E An entry referring to an easement in the charges register.

Question 23

A buyer recently completed the purchase of a registered freehold property (‘the Property’).

Yesterday, the buyer moved into the Property and was confronted by the neighbouring

landowner who claimed to have a lease of the Property for five years from last year and

granted by deed.

Will the buyer be bound by the neighbour’s lease?

A Yes, because the lease is a legal right and, therefore, binds the world.

B No, because the lease is equitable by nature and, therefore, not binding on the buyer.

C Yes, because it is a legal lease for a term of seven years or less, and so, automatically

protected as an overriding interest.

D No, because the lease is a legal lease, and so, should have been registered substantively.

E No, because the lease is equitable and the buyer will only be bound if a notice has

been registered.

Question 24

A buyer purchases a freehold registered property (‘the Property’) from a seller. Following

completion of the purchase, the buyer is confronted by the seller’s wife who claims that she

has an interest in the Property. After their marriage, the wife moved into the Property and

paid half the mortgage payments. When the buyer checked the title, there was nothing to

indicate that the wife had any interest in the Property. The buyer recalls meeting the wife

when inspecting the Property and noted the wife’s furniture and possessions, but did not

ask the wife if she had any interest in the Property.

Which of the following best describes whether the buyer will be bound by the

wife’s interest?

A The buyer will be bound as they have actual notice of the wife’s interest.

B The buyer will not be bound as payment of the mortgage is insufficient to create an

interest in land.

C The buyer will not be bound as they have overreached the wife’s interest.

D The buyer will be bound as the wife holds a legal interest which binds the world.

E The buyer will be bound as the wife has an overriding interest as she has obvious

actual occupation.

Question 25

A solicitor is acting for a purchaser of a registered freehold property. The seller tells the

buyer that the property is burdened by an easement granted by deed in 2006. What will

the buyer’s solicitor look for when examining the official copy of the title to the property to

confirm that the easement is properly registered?

A An entry referring to an easement in the charges register.

B A restriction on dealing in the proprietorship register.

C An entry referring to an easement in the property register.

D An entry referring to a restrictive covenant in the charges register.

E An entry referring to an easement in the proprietorship register.

Question 26

A solicitor acts for the buyer of an unregistered property. Last year, the seller granted the

adjoining owner the right (by deed) to use their property as a shortcut to reach the nearby

village for a period of 10 years.

Which of the following best describes the buyer’s position in relation to this interest?

A The buyer will not be bound by the interest as it is for a fixed duration and, therefore,

not a legal easement.

B The buyer will not be bound by the interest unless it has been registered as a D(iii)

Land Charge.

C The buyer will be bound by the legal interest as it is binding against the whole world.

D The buyer will not be bound unless the easement has been registered on the

seller’s title.

E The buyer will be bound as they have notice of the easement under the doctrine of

notice.

Question 27

A married couple purchase a registered freehold property with the help of the wife’s

parents. The parents contributed half the purchase price and occupy the property. One year

after their purchase, the married couple obtain a loan in return for the grant of a mortgage

in favour of a lender. The married couple default on the loan and the lender seeks to

exercise its power of sale.

Is the lender bound by the interests of the wife’s parents?

A Yes, the wife’s parents have an overriding interest which is binding on the lender.

B Yes, the wife’s parents have actual occupation which is binding on the lender.

C Yes, because the lender has failed to overreach the wife’s parents’ interest.

D No, because the occupation by the parents occurred after the mortgage was created.

E No, because the lender has overreached the parents’ beneficial interest under a trust.

### Week 16 – Assignment 3 – Guided Discussion

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| **Assessment Number** | 3 |
| **Assessment Type (and weighting)** | Guided Discussion Assessment – PASS/FAIL |
| **Assessment Name** | Guided Discussion |
| **Assessment Submission Date** | *Week 16* |

**Learning Outcomes Assessed:** *from Module Specification*

LO4: Demonstrate professional understanding of Business Law and Practice, Dispute Resolution, Contract Law, Tort Law, Public Law and Legal Service

**Assessment Brief**

You will be asked 10 multiple choice questions that will be taken from across the FLK1 (*Business Law and Practice, Dispute Resolution, Contract Law, Tort Law, Public Law and Legal Service)* range of subjects. Students will verbally provide their answer to each question with an explanation indicating why that answer has been selected and why the alternatives have been discounted.

The assessment will last for 30 minutes.

**Specific Assessment Criteria:**

The assessment criteria that apply to each element of the portfolio are as follows:

(Please note that the General Assessment Criteria will also apply. Please see Section 16 Module Guide).

**Distinction (70% and above)**

A justified and critical evaluation of your chosen answer will be set out and expertly linked to findings. Observations and analysis will be succinct and insightful. Knowledge and analysis within the chosen legal area will be expertly summarised, comprehensively justified and set out in a professional manner.

**Merit (60% -69%)**

A clear and critical evaluation of your chosen answer will be set out and linked well to findings. Observations and analysis will be well summarised, well justified and set out in a clear professional manner.

**Pass (50%-59%)**

A critical evaluation of your chosen answer will be set out and linked to findings. Observations and analysis will be clearly summarised and justified and set out in a suitable manner.

**Fail (Below 50%):** Students who do not meet the requirements of the Pass criteria will not successfully complete the assessment activity.



**Roadmap 5**

**Semester 2 - Week 1 to 4 – Legal Writing Skills and Business Law and Practice**

**Semester 2 - Week 1 – Legal Writing Skills**

**Skills Workshop Description**

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| **SQE2 Assessment Details**  This is a computer-based assessment. Candidates will be asked to write a letter or an email as the solicitor acting in a matter, which clearly and correctly applies the law to the client’s concerns and is appropriate for the recipient. This may, but will not necessarily, be in the context of a negotiation. Candidates will be given an email from a partner explaining what is required. The email may or may not be accompanied by electronic documents. The following is a non-exhaustive list of the possible recipients: a client, a third party, the other side to litigation or to a client transaction, or a partner within their organisation.  Candidates will have 30 minutes to complete this exercise. |

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| **SQE Learning Outcomes**  **Assessment objective**  Candidates can demonstrate they are able to produce a letter or an email as the solicitor acting in a matter.  **Assessment criteria**  Candidates will be assessed against the following criteria:  **Skills**   1. Include relevant facts. 2. Use a logical structure. 3. Advice/content is client and recipient focused. 4. Use clear, precise, concise and acceptable language which is appropriate to the recipient.   **Application of law**   1. Apply the law correctly to the client’s situation. 2. Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity. |

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| **Marking SQE2**  **Overview**  The interviewing station will be marked by the assessor playing the role of the client and will be marked on skills only. The attendance note and all other stations will be marked by a solicitor who will assess candidates on both skills and application of law.  The assessment criteria against which candidates will be judged are as follows:   * Superior performance: well above the competency requirements of the assessment * Clearly satisfactory: clearly meets the competency requirements of the assessment * Marginal pass: on balance, just meets the competency requirements of the assessment * Marginal fail: on balance, just fails to meet the competency requirements of the assessment * Clearly unsatisfactory: clearly does not meet the competency requirements of the assessment * Poor performance: well below the competency requirements of the assessment.   This grading will then be converted into numerical marks such that A = 5 marks and F = 0 marks.  The marking criteria has been divided into marks for skills and marks for application of law.  **Level of legal detail required**  In demonstrating that they have reached the standard of competency of a Day One Solicitor, candidates will need to demonstrate that they can apply fundamental legal principles in the skills-based situations covered by SQE2 in a way that addresses the client’s needs and concerns. They will need sufficient knowledge to make them competent to practise on the basis that they can look up detail later.  **Application of law**  The assessment criteria for SQE2 refer to correct and comprehensive application of law. The following is a non-exhaustive list of what this may include:   * Identifying relevant legal principles * Applying legal principles to factual issues, so as to produce a solution which best addresses a client’s needs and reflects the client’s commercial or personal circumstances, including as part of a negotiation * Interpreting, evaluating and applying the results of research * Ensuring that advice is informed by appropriate legal analysis and identifies the consequences of different options * Drafting documents which are legally effective * Applying understanding, critical thinking and analysis to solve problems * Assessing information to identify key issues and risks * Recognising inconsistencies and gaps in information * Evaluating the quality and reliability of information * Using multiple sources of information to make effective judgments * Reaching reasoned decisions supported by relevant evidence.   **Correct and comprehensive application of law**  The assessment criteria for application of law refer to legally correct and legally comprehensive. How each of these is interpreted will depend on an academic judgment about each assessment informed by the Statement of Solicitor Competence and the Functioning Legal Knowledge for SQE2.  **Clear, precise, concise and acceptable language**  The assessment criteria for the written skills refer to clear, precise, concise and acceptable language. This may include:   * Using clear, succinct and accurate language and avoiding unnecessary technical terms where they are not appropriate to the recipient * Using an acceptable style of communication for the situation and recipient. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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Read the following SQE2 information from the SRA website:

**Annex 1 – Functioning Legal Knowledge for SQE2**

**Annex 2 – Threshold Standard**

**Annex 3 – Statement of Solicitor Competence (SoSC)**

**Annex 4 – SQE Skills Mapping Against the SoSC**

**https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-assessment-specification**

In addition, students are advised to consider the following:

A bespoke legal writing guide as a feedforward resource: improving non-law students’ engagement and performance in law modules

<https://www-tandfonline-com.ezproxy.bolton.ac.uk/doi/full/10.1080/03069400.2021.2022390>

Plain English and legal writing: Comparing expert and novice writers

<https://www-sciencedirect-com.ezproxy.bolton.ac.uk/science/article/pii/S0889490613000641>

Conceptual blending in legal writing: Linking definitions to facts

<https://www-sciencedirect-com.ezproxy.bolton.ac.uk/science/article/pii/S0889490615300041>

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Prior to attending the class, it is **ESSENTIAL** that you have attempted the SQE2 Practice Question on Legal Writing. This can be accessed using the following link:

<https://sqe.sra.org.uk/exam-arrangements/assessment-information/sqe2-sample-questions>

You are then required to click on the link at the bottom of the page that reads:

**SQE2 exam functionality on Pearson VUE**

On the Pearson Vue platform you simply need to proceed to the Legal Writing assignment and attempt the question, noting any feedback that you are provided.

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Within the class sessions we will be working through a range of tasks that will ensure that you are familiar with the process of conducting practical legal writing.

The sessions will look to introduce you to a range of skills-based activities as well as procedural and operational aspects of legal writing in action.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice. The session also forms part of your final portfolio assessment.

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Each of the skills sessions within the programme form the material required to successfully complete the portfolio assignment on legal skills. It is therefore important that each session is followed by the completion of the relevant aspect of the portfolio.

The portfolio assignment brief is as follows:

**Assessment Brief**

This portfolio assessment is based on the Assessments for SQE2 and comprises three key elements. Each element must be passed to pass overall.

**Element 1** is a 2000-word report in which you will synthesise and critically appraise the importance of the key six professional legal skills (client interview and attendance note/legal analysis, advocacy, case and matter analysis, legal research, legal writing and legal drafting) – weighting 20%

**Element 2** is an assessment of your professional competence relating to the six professional legal skills– weighting 60% (10% each competence).

The six assessment components of element 2 are:

**Client interview and attendance note/legal analysis**

20-30 minute interview with client to establish client need including the production of an attendance note recording a client interview and initial legal analysis.

**Advocacy**

Court based session in which students can demonstrate they are able to conduct a piece of advocacy before a judge.

**Case and matter analysis**

Students are required to produce a written report to a partner giving a legal analysis of the case and client-focused advice.

**Legal research**

Students are required to conduct legal research from a variety of resources provided and produce a written report.

**Legal writing**

Students are required to produce a letter or an email as the solicitor acting in a matter.

**Legal drafting**

Students are required to draft a legal document or parts of a legal document for a client.

**Element 3** is a written piece of 2000 words in which you critically evaluate your professional effectiveness relating to the six professional legal skills and develop justifiable strategies for improving the six professional legal skills competencies.

The assessment is not only for students to develop competence in these skills areas but also to demonstrate understanding of the importance of the skills and to reflect upon your performance and to develop strategies for improvement in the future.

This assessment requires you to critically evaluate your own professional skills and construct justified and creative strategies for improving these.

**IT IS IMPORTANT TO NOTE THAT THE WORD COUNTS LISTED ABOVE ARE RELATED TO THE WHOLE OF THE PORTFOLIO AND NOT THIS SPECIFIC COMPONENT.**

**STUDENTS ARE ADVISED TO CONSOLDIATE THEIR LEARNING BY WRITING UP TO 400 WORDS FOR ELEMENT ONE, 1000 WORDS FOR ELEMENT 2 AND UP TO 400 WORDS FOR ELEMENT 3 – ALL RELATED TO LEGAL RESEARCH.**

**Semester 2 - Week 2, 3 and 4 – Business Law and Practice**

**Workshop Description**

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| **Introduction**  Businesses are part of the fabric of our lives. Most of what we own will have been manufactured, transported, and sold by a business. It is likely that almost everything we eat will have been grown, processed, and sold by a business. Businesses are the means by which the UK creates economic wealth, and it is not surprising, therefore, that most solicitors will deal with businesses in practice.  Future corporate lawyers are aware that they will spend their working lives acting for businesses. They know that a comprehensive understanding of business law will be necessary to enable them to advise their clients. But knowledge of business law is also an important part of other practice areas.  Solicitors may be acting for one party to a divorce who is alleging that their spouse has hidden money or assets through a complicated company structure or network of businesses. An understanding of business law would be essential to advise the client accurately and to fully understand the client’s position.  Alternatively, solicitors may be involved in criminal prosecution or defence in a fraud case. They will need an understanding of business law and accounts to understand the allegations against the client or the possible defences available.  So, a good grounding in business law is essential to almost every practice area, even for those who do not intend to represent business clients. |

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| **SQE Learning Outcomes**  Candidates are required to apply relevant core legal principles and rules appropriately and effectively, at the level of a competent newly qualified solicitor in practice, to realistic client-based and ethical problems and situations in the following areas:   1. Starting a new business through the vehicle of a company, partnership, LLP or as a sole trader. 2. The management of a business and company decision making to ensure compliance with statutory and other legal requirements. 3. The interests, rights, obligations and powers of stakeholders in a business. 4. Financing a business. 5. Taxation of a business and its stakeholders. 6. The termination of a solvent business, corporate insolvency and personal bankruptcy.   Candidates must demonstrate their ability to act honestly and with integrity and in accordance with the SoSC, the SRA Principles and the Code of Conduct. |

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| **Core Principles of Business Law and Practice**  **Business organisations, rules and procedures**  (Excluding the Listing, Prospectus, Disclosure Guidance and Transparency Rules and any other FCA, London Stock Exchange, market rules or codes)   * Business and organisational characteristics (sole trader/partnership/LLP/private and unlisted public companies). * Legal personality and limited liability. * Procedures and documentation required to incorporate a company/form a partnership/LLP and other steps required under companies and partnerships legislation to enable the entity to commence operating:   + constitutional documents   + Companies House filing requirements. * Finance:   + funding options: debt and equity   + types of security   + distribution of profits and gains   + financial records, information and accounting requirements. * Corporate governance and compliance:   + rights, duties and powers of directors and shareholders of companies   + company decision-making and meetings: procedural, disclosure and approval requirements   + documentary, record-keeping, statutory filing and disclosure requirements   + appointment and removal of directors   + minority shareholder protection. * Partnership decision-making and authority of partners:   + procedures and authority under the Partnership Act 1890   + common provisions in partnership agreements. * Insolvency (corporate and personal):   + options and procedures - CVA/IVA, bankruptcy, administration, fixed asset receivership, voluntary and compulsory liquidation   + claw-back of assets for creditors – preferences, transactions at an undervalue, fraudulent and wrongful trading, setting aside a floating charge   + order of priority for distribution to creditors.   **Taxation – business**   * Income Tax:   + chargeable persons/entities (employees, sole traders, partners, shareholders, lenders and debenture holders)   + basis of charge (types of income/main reliefs and exemptions)   + the charge to tax: calculation and collection   + the scope of anti-avoidance provisions. * Capital Gains Tax:   + chargeable persons/entities (sole traders, partners, and shareholders)   + basis of charge (calculation of gains/allowable deductions/main reliefs and exemptions)   + the charge to tax: calculation and collection   + the scope of anti-avoidance provisions. * Corporation Tax:   + basis of charge   + calculation, payment and collection of tax   + tax treatment of company distributions or deemed distributions to shareholders   + outline of anti-avoidance legislation. * Value Added Tax:   + key principles relating to scope, supply, input and output tax   + registration requirements and issue of VAT invoices   + returns/payment of VAT and record keeping. * Inheritance Tax:   + business property relief. |

**** Step 1 – Preparation

**Preparation**

Prior to attending the class-based sessions it is important that you complete the following preparatory tasks:

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**Week 1**

Read the following chapters from the Business Law and Practice Text book.

**Chapter 1**

**Chapter 2**

**Chapter 3**

**Chapter 4**

**Chapter 7**

**Chapter 8**

**Chapter 12**

**Chapter 13**

**Chapter 14**

**Chapter 15**

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Watch the following SQE Bitesize videos

* Types of Business
* Forming a Limited Company
* Directors
* Directors Duties
* Equity Finance
* Debt Finance

**Week 2**

Read the following chapters from the Business Law and Practice Text book.

**Chapter 5**

**Chapter 6**

**Chapter 9**

**Chapter 10**

**Chapter 11**

**Chapter 16**

**Chapter 17**

**Chapter 18**

**Chapter 19**

**Chapter 20**

**Chapter 21**

**Chapter 22**

**Chapter 23**

**Chapter 24**

**Chapter 25**

**Chapter 26**

**Chapter 27**

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Watch the following SQE Bitesize videos

* Company Decision Making – Directors and Shareholders
* Shareholders
* Security
* Partnerships
* Limited liability Partnerships
* Financial Records, information and accounting requirements

**Week 3**

Read the following chapters from the Business Law and Practice Text book.

**Chapter 28**

**Chapter 29**

**Chapter 30**

**Chapter 31**

**Chapter 32**

**Chapter 33**

**Chapter 34**

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Watch the following SQE Bitesize videos

* Capital Gains Tax
* Corporation Tax
* Income Tax
* Value Added Tax
* Insolvency – Corporate Insolvency 1 – Introduction
* Insolvency – Corporate Insolvency 2 – Liquidation
* Insolvency – Corporate Insolvency 3 – Alternatives to Liquidation
* Insolvency – Personal Insolvency

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Description automatically generated** Step 2 – Interaction

Within the class sessions we will be looking at the fundamental components of Business Law and Practice

The sessions will look to introduce you to transactions involving the different types of business and the knowledge required to underpin the world of corporate law.

Attendance is required at each session as the activities will assist in the contextualisation of the preparatory reading and videos into legal practice.

It is also important to note that during the sessions we will also review legal procedure.

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It is important at the end of each week to check your progress towards SQE1 goals. To assist we enclose a set of SQE style questions for you to attempt. The number of correct answers is not the most important aspect of the practice questions, instead students are asked to focus on looking to explain why a particularly answer has been selected. You will find the correct answers and the rationale behind each answer vis the Moodle page.

Further questions are available via the OUP Portal.

**Sample Questions – Business Law and Practice**

Question 1

A client wishes to set up a new business with a friend. She does not know whether she would like to trade as a partnership, limited liability partnership or company. The business is a clothing manufacturing business and eventually the client and her friend would like to attract business from multinational retailers. They want to make their business seem as professional as possible to attract business from other parts of the world. They will need to take out substantial loans in the future to expand. They do not envisage anyone joining them in running the business, but they will be taking on employees.

Which of the following best describes the type of business that the client should set up?

A The client’s best option would be to start a partnership because the process is informal, there is no obvious reason why the client and her friend would need their liability for the business’s debts to be limited, and there would be no need for them to grant a floating charge.

B The client’s best option would be to start a company because the shareholders’ liability for debts would be limited, they would be able to attract finance because companies can grant floating charges, and the company is a widely recognised business medium worldwide.

C The client’s best option would be to start an LLP because the partners’ liability for debts would be limited, they would be able to attract finance because LLPs can grant floating charges, and the LLP is a widely recognised business medium worldwide.

D The client’s best option would be to start either an LLP or a partnership because there will only be two partners and there is no need to start a company and have the burden of the legal and administrative requirements it brings.

E The client’s best option would be to start a company or an LLP because this will enable them to run the business in a more organised way, whereas partnerships tend to be run more informally because no partnership agreement is necessary.

Question 2

A client wishes to set up a private company limited by shares (ordinary £1 shares only) and, following advice, wishes to adopt the Model Articles in their entirety.

Which of the following best describes the additional information that should be requested from the client before completing form IN01?

A The identity, date of birth and address of the proposed company’s first shareholders, directors and any company secretary, the address of the registered office, the name of the company and how many shares the first shareholders will have.

B The identity, date of birth and address of the proposed company’s first shareholders, directors and any company secretary, the address of the registered office, the name of the company, the number, type and nominal value of the shares and the contents of its articles of association.

C The identity, date of birth and address of the proposed company’s first shareholders, directors and any company secretary, the address of the registered office, the name of the company, the number, type and nominal value of the shares and whether the client wishes to appoint additional directors once the company is incorporated.

D The identity, date of birth and address of the proposed company’s first shareholders, directors and any company secretary, the address of the registered office, the name of the company and the contents of its articles of association.

E The identity, date of birth and address of the proposed company’s first shareholders, directors and any company secretary, the address of the registered office, the name of the company, any trading name of the company, the number, type and nominal value of the shares and the contents of its articles of association.

Question 3

The board of directors of a company wants to call a general meeting on short notice. There are five shareholders with the following shareholdings:

An accountant – 15,000 ordinary £1 shares

A financial adviser – 4,000 ordinary £1 shares

A doctor – 51,000 ordinary £1 shares

A teacher – 20,000 ordinary £1 shares

An estate agent – 10,000 ordinary £1 shares

Which of the following best describes which shareholders would need to agree in order for the general meeting to be held on short notice?

A The doctor, because they hold a majority of the company’s shares.

B Any three shareholders, because between them they would constitute a majority in number of the shareholders.

C The accountant, the doctor and the teacher and either the financial adviser or the estate agent, because between them they constitute the required majority in number holding between them at least 90% of the shares.

D The accountant, the financial adviser, the doctor and the estate agent, because between them they constitute the required majority in number holding the majority of the shares.

E All five shareholders, because they would all be needed in order for the required majority in number holding between them at least 95% of the shares.

Question 4

A private company has the Model Articles of Association with no amendments. It has six directors. A board meeting is scheduled for next week and the chair intends to propose a resolution to appoint a new director. Four directors (the chair, the finance director, the operations director and the HR director, referred to collectively as the ‘Directors in Favour’) are in favour of the appointment and the other two directors (the IT director and the director of planning) are against it.

Assume that at the board meeting everyone who attends will vote as indicated above and that none of the directors have a personal interest in the matter.

Which of the following best explains who should attend the board meeting in order for the resolution to be passed?

A As long as any two directors attend the board meeting, the resolution will be passed.

B As long as the chair and any one other director attend the board meeting, the resolution will be passed.

C As long as the chair attends the board meeting, the resolution will be passed.

D As long as any two of the Directors in Favour attend the board meeting, the resolution will be passed.

E As long as the chair and one of the other Directors in Favour attend the board meeting, the resolution will be passed.

Question 5

A company has an entire issued share capital of 1,000 shares of £1 each. The original shareholders were a nurse, who had 950 shares and a dentist, who had 50 shares. Last week the nurse sold 500 of his shares to the dentist, and the rest of his shares to new shareholders: 200 shares to a local investor and 250 shares to a surgeon.

Which of the following best describes the amendments the company must make to the register of People with Significant Control (‘PSC register’) as a consequence of the sale described above?

A The company will need to add the local investor and the surgeon to the PSC register.

B The company will need to add the local investor and the surgeon to the PSC register and remove the nurse.

C The company will need to add the dentist to the PSC register and remove the nurse.

D The company will need to add the dentist to the PSC register.

E The company will need to add the dentist, the local investor and the surgeon to the PSC register and remove the nurse.

Question 6

It is early 2021. The client had a flourishing business until September 2020. In December 2020, the client’s managing director forgot to renew the fire insurance policy for the client’s warehouse. Shortly afterwards the warehouse burned down, destroying nearly all of the client’s stock. From then on, the managing director took every step she should have done with a view to minimising the potential loss to the client’s creditors if it went into insolvent liquidation. However, the client has just gone into insolvent liquidation as a result of the fire. In December 2020 the managing director was working both as managing director and buildings manager.

Assuming that the court accepts the facts stated above, which of the following best describes whether the managing director will be liable for wrongful trading?

A No, she will not be liable for wrongful trading because she made an innocent mistake.

B No, she will not be liable for wrongful trading because she has a defence.

C Yes, she will be liable for wrongful trading because she was negligent and this resulted in the client going into liquidation.

D Yes, she will be liable for wrongful trading because she should not have been carrying out two jobs at once.

E Yes, she will be liable for wrongful trading but the client will incur liability instead as her employer.

Question 7

The client is a director of an electronical wholesale company and a shareholder in an electronical retail company.

If the client failed to mention their interest in the electrical retail company when the electrical wholesale company transacted with it, which of the following best describes their liability for breach of duty?

A The client will not have breached their duties to the electrical wholesale company because their relationship with the electrical retail company cannot be regarded as giving rise to a conflict of interests.

B The client is in breach of the duty to avoid conflicts of interest.

C The client is in breach of duty, but the electrical wholesale company’s directors may be able to authorise the breach as long the client is not counted in the quorum and does not vote when the decision is taken.

D The client may be in breach of their duty to declare an interest in a proposed transaction or arrangement.

E The client is in breach of duty, but this breach can be ratified by the shareholders by ordinary resolution.

Question 8

The client is a manufacturing company with three directors, an IT director, a managing director and an operations director. The client has the Model Articles with no amendments and its net asset value is £95,000. The IT director has 49% of the shares in a distribution company. The IT director wishes to sell a van to the client for £6,000 and the distribution company wishes to purchase a warehouse from the client for £80,000.

Assuming that there are no agreements in place and no relevant resolutions have been passed, which of the following best describes what shareholders’ resolutions the client would need to pass in order that the transactions described above could validly go ahead?

A An ordinary resolution to authorise the sale of the warehouse.

B Two ordinary resolutions, one to authorise the sale of the warehouse and one to authorise the purchase of the van.

C An ordinary resolution to authorise the purchase of the van.

D A special resolution to authorise the IT director’s involvement in the purchase of the warehouse.

E A special resolution to authorise the IT director’s involvement in the purchase of the warehouse and two ordinary resolutions, one to authorise the sale of the warehouse and one to authorise the purchase of the van.

Question 9

A private company was incorporated in 2015 and has the Model Articles of Association with no amendments. The directors of the company propose to allot 1,000 ordinary shares for cash consideration. To date, no resolutions concerning the allotment of shares have been passed.

Which of the following statements best explains why the shareholders of the company do not need to pass an ordinary resolution to give the directors authority to allot the shares?

A Because the company is allotting shares in return for cash so no authority is required.

B Because the company is a private company with one class of shares so the directors already have permission to allot shares.

C Because company directors can always allot ordinary shares without permission from the shareholders.

D Because the shares to be allotted are not equity securities.

E Because directors are permitted to allot up to 1,000 shares without shareholder approval.

Question 10

A private company incorporated in 2015 has the Model Articles of Association with no amendments. It has two shareholders, a woman and a man, who are also the only two directors of the company. Each shareholder holds 50,000 ordinary £1 shares. The shareholders have agreed in principle that the company will buy back 25,000 shares from the man for £40,000. The company’s distributable profits are £175,000 and its net assets are £800,000.

Assume that the shareholders have not passed any relevant resolutions.

Which of the following best describes what shareholders’ resolutions would be required to effect the buyback described above?

A One ordinary resolution, to authorise the buyback.

B One ordinary resolution to authorise the buyback and one special resolution to authorise the use of capital.

C One ordinary resolution to authorise the buyback and a second ordinary resolution to authorise the use of capital.

D No shareholders’ resolutions would be required because the company has the Model Articles of Association.

E One special resolution, to authorise the buyback.

Question 11

A private company has four shareholders, a chemist, a translator, a software developer and a biologist, who are also the four directors of the company. The company has the Model Articles of Association with no amendments. It has an issued share capital of £100,000 ordinary £1 shares. The chemist owns 25,000 shares, the translator owns 50,000 shares, the software developer owns 15,000 shares and the biologist owns 10,000 shares. The software developer then sells 5,000 shares to each of the other three shareholders.

Which of the following describes the chemist, the translator and the biologist’s percentage shareholdings following the transfer of the software developer’s shares as described above?

A The chemist owns 25%, the translator owns 50% and the biologist owns 10% of the company’s shares.

B The chemist owns 35%, the translator owns 65% and the biologist owns 12% of the company’s shares.

C The chemist owns 29%, the translator owns 59% and the biologist owns 12% of the company’s shares.

D The chemist owns 30%, the translator owns 55% and the biologist owns 15% of the company’s shares.

E The chemist owns 25%, the translator owns 50% and the biologist owns 15% of the company’s shares.

Question 12

A private company has the Model Articles of Association with no amendments. The company proposes to borrow £500,000 from a bank. The loan agreement will be signed as a contract by the company. The company does not have a company seal or a company secretary.

Which of the following best describes the minimum execution formalities required in order for the loan agreement to be binding on the company?

A The loan agreement must be signed by two directors, whose signatures must be witnessed.

B The loan agreement must be signed by the company by a person acting under its authority express or implied.

C The loan agreement must be signed by two authorised signatories, whose signatures must be witnessed.

D The loan agreement must be signed by two directors or one director in the presence of a witness who attests the director’s signature.

E The loan agreement must be signed by the company by two directors acting under its authority express or implied

Question 13

A bank has loaned money to a company on two occasions, and both times requested a charge over the company’s assets. The company has also granted security to another lender, a building society. Details of the security are set out below:

1 May 2019: The bank lent the company £250,000, secured by way of a fixed charge over the company’s factory. The charge was not registered.

1 June 2020: The bank extended the company’s overdraft facility. In return, the company executed a debenture in favour of the bank in which it granted it a floating charge over the company’s whole undertaking, to secure all monies outstanding to the bank at any time.

The charge was correctly registered at Companies House.

20 January 2021: The building society was granted a fixed charge over the company’s factory to secure a loan of £50,000. The charge was correctly registered at Companies House.

Will the building society’s charge take priority over the bank’s charges?

A Yes, because it was correctly registered at Companies House and the bank’s charges were not.

B Yes, because the bank’s fixed charge is void and the building society’s charge, because it is fixed, takes priority over the bank’s floating charge.

C No, because the bank’s second charge secures all monies outstanding to the bank at any time and was created before the building society’s charge, so the bank will take priority.

D No, because the bank’s charges were created first and one of them was registered so the building society’s charge must take second place to the bank’s charges.

E No, because the bank’s second charge secures all monies outstanding to the bank at any time and therefore the bank will take priority.

Question 14

A company has the Model Articles of Association with no amendments and an issued share capital of £100,000 ordinary £1 shares. There are two shareholders, a woman and a man. The woman owns 50,001 shares and the man, with whom the woman sometimes has a difficult working relationship, owns 49,999 shares. The company is seeking finance – it needs £200,000 to expand its business (the import and distribution of road bikes). The company will either borrow the money or issue 50,000 new shares to the man’s wife for £200,000.

Which of the following best describes which is the better option in this case?

A A loan would be better because interest rates are currently low.

B A loan would be better because allotting more shares would make it difficult for the woman to pass or block ordinary resolutions.

C A loan would be better because allotting more shares would make it more difficult for the woman to pass special resolutions.

D Allotting more shares would be better because the company will not have to pay interest.

E Allotting more shares to the man’s wife would be better because the current shareholders already know her.

Question 15

A man and a woman (‘the partners’) have recently set up a market- stall bakery. The man contributed more capital. The partners agreed that the man would work 8.00am– 5.00pm and the woman would work 8.00am–4.00pm, but this was the only aspect of running the business that they expressly agreed. The business satisfies the definition of a partnership under the PA 1890.

Which of the following statements best describes how the partners will share the partnership’s income and capital profits?

A Capital profits will be shared equally but the man may successfully argue that it is an implied term that income profits will be shared according to how many hours each partner works for the partnership.

B Capital profits will be shared equally but income profits will be shared according to how many hours each partner works for the partnership.

C Income and capital profits will be shared according to how many hours each partner works for the partnership.

D Income and capital profits will be shared according to the partners’ initial capital contributions.

E Income profits will be shared equally but the man may successfully argue that it is an implied term that the partners own the capital in accordance with their initial capital contributions.

Question 16

A client is leaving a partnership today. The other partners have removed her name from the letterhead and other documentation and will no longer refer to her as a partner. The client seeks advice on whether she will remain liable for existing and future debts of the partnership.

Which of the following best describes the best advice to the client regarding her liability going forward?

A She will remain liable for existing partnership debts (unless she enters into a novation agreement with the partnership and its creditors) but will not be liable for future debts as long as she complies with the notice requirements in s 36 PA 1890.

B Once she has left the partnership, the client will no longer have any liability for any existing or future debts of the partnership.

C She will remain liable for both existing partnership debts and future partnership debts unless she enters into a novation agreement with the partnership and its creditors.

D Once she has left the partnership, the client will no longer have any liability for any existing or future debts of the partnership as long as she complies with the notice requirements in s 36 PA 1890.

E Now that the client’s name has been removed from the partnership’s letterhead and related documentation, she will no longer have any liability for any existing or future debts of the partnership.

Question 17

Two individuals are going into business together as photographers for events such as weddings and large parties. They do not know which business medium to choose. They will have professional indemnity insurance and know that they do not want to expand the business beyond northwest England. They are happy to deal with small amounts of paperwork and do not mind paying administrative costs associated with running a business. Their solicitor advises them that a limited liability partnership (‘LLP’) would be a good option for them.

Which of the following best describes why an LLP would be advisable rather than a company or general partnership?

A Because in an LLP, there is no paperwork but the partners will benefit from the advantage of limited liability for the firm’s debts, which is always advisable.

B Because a photography business may face large liabilities, so they must have a business which benefits from limited liability.

C Because in an LLP, there is no paperwork and while the partners have unlimited liability for the LLP’s debts, this is not significant here because the partners will have insurance, and this will cover liability for any of the LLP’s debts.

D Because it combines the advantages of limited liability with small amounts of paperwork, and because they will not be expanding overseas, they do not need the advantage of the medium of a company being well- known.

E Because it combines the advantage of the prestige of an LLP with small amounts of paperwork and limited liability for the LLP’s debts for anyone who is not a designated member.

Question 18

A company had total sales in the accounting period ending 31 March 2021 of £2,400,000.

The company incurred the following costs during the accounting period:

Costs £

Stock 335,000

Salaries 333,000

Electricity/ gas/ telephone and rates 98,000

Rent 19,000

Insurance 6,000

The company sold some warehouse premises in June 2020 for £610,000. It purchased them in January 2010 for £360,000.

Which of the following best describes the company’s trading profit for the accounting period?

A £88,779

B £2,400,000

C £791,000

D £1,609,000

E £250,000

Question 19

A large trading company has an accounting period which ends on 31 March. In May 2020 it buys plant and machinery costing £1,400,000. At the start of that financial year it had a pool of plant and machinery worth £500,000. Assume that the company always claims the maximum capital allowances available and that the rates for capital allowances remain the same as for the previous financial year.

Which ONE of the following statements best describes the capital allowance the company can claim in the accounting period ending 31 March 2022?

A £1,072,000

B £90,000

C £416,000

D £72,000

E £1,162,000

Question 20

Assume that it is 30 November 2021. A company’s up- to- date balance sheet shows current assets of £25,000, current liabilities of £16,000 and net assets of £500. On 9 November 2021, a creditor served a statutory demand on the company relating to a debt of £1,500. The debt remains unpaid.

Which of the following best describes whether the company can now be placed into

compulsory liquidation?

A No, because the company is currently solvent on the balance sheet test.

B No, because the creditor is owed over £750.

C Yes, because the statutory demand was served 21 days ago and remains unpaid so the creditor will be entitled to petition for the compulsory liquidation of the company.

D Yes, because the company is currently insolvent on the cash flow test.

E Yes, because the statutory demand was served 21 days ago and remains unpaid so the company will now automatically go into compulsory liquidation.

Question 21

A client is owed £30,000 by a company in liquidation. The company has assets of £150,000 and liabilities of £325,000. All of its five creditors are unsecured and there are no preferential creditors.

Which of the following best describes how much the client will receive?

A £1

B £0.46

C £2.16

D £13,800

E £64,800

Question 22

A client has been served with a bankruptcy petition. Her bank has written to her saying that she will lose her home (in which she lives with her two young children) if she does not pay the amounts she owes.

Assuming the bankruptcy order is made and the client’s trustee in bankruptcy writes to her stating his intention to seek possession of her home unless she pays her debts and the costs and expenses of bankruptcy, which of the following best describes whether the client will lose her home?

A She will not lose it because the interests of young children outweigh the interests of creditors.

B She will not lose it because a bankrupt is entitled to keep their family home, everyday household items and the tools of their trade, unless the circumstances are exceptional.

C She is likely to be able to stay in the home for a year, after which the creditors’ interests outweigh those of any occupants of the house, unless the circumstances are exceptional.

D She will not lose her home if she pays the credit card debt which was the subject of the petition, as that creditor was putting the most pressure on the client.

E She is likely to be able to stay in the home until her youngest child is 18, after which point the creditors’ interests outweigh those of any occupants of the house.

Question 23

In one year, a man receives a salary of £21,335 per annum, interest of £75 from a bank savings account, and £2,000 of dividends from shares which he owns in a company. Assumptions: the personal allowance is £12,500; the personal savings allowance is £1,000 and the dividend allowance is £2,000.

Which of the following best represents his income tax liability for the tax year?

A £4,682.00

B £1,767.00

C £4,267.00

D £2,312.00

E £23,410

Question 24

A partner joins three friends in a partnership on 6 October 2021, and it is agreed that the four partners will share equally in the partnership’s income and capital profits and losses.

Which of the following best describes how the new partner will be assessed to income tax on income from the partnership for the tax year ending 5 April 2022?

A They will be assessed on a quarter of the partnership’s trading profit from 6 April 2021 to 5 April 2022.

B Their partnership income will not be assessed until 5 April 2023, when they will be assessed on a quarter of the partnership’s trading profit from 6 October 2021 to 5 April 2023.

C They will be assessed on a quarter of the partnership’s trading profit from 6 April 2021 to 5 April 2022 but will then receive a rebate for the tax which relates to the period before they became a partner.

D Their partnership income will not be assessed until 5 April 2023, when they will be assessed on a quarter of the partnership’s trading profit from 6 April 2021 to 5 April 2023.

E They will be assessed on a quarter of the partnership’s trading profit from 6 October 2021 to 5 April 2022.

Question 25

Following an investigation, a client has been informed by HMRC that they are in breach of the general anti- avoidance rule (‘GAAR’). The client does not wish to contest HMRC’s finding.

Which of the following best describes the consequences for the client?

A HMRC may sue the client for breach of contract for the amount outstanding.

B HMRC may require the client to pay a fine.

C HMRC may refer the matter to a tax tribunal.

D HMRC may issue a written warning to the client.

E HMRC may request the taxpayer to make just and reasonable adjustments to the amount of tax paid.

Question 26

Assume that it is April 2021. In May 2020 a client disposed of her shareholding in a company which specialises in importing and distributing food. The client resigned as a nonexecutive director of the company in December 2018 but retained her shareholding until May 2020. She sold all of her ordinary shares (6% of the company’s issued share capital) for £188,651 on 3 May 2020, having bought them for £133,000 in May 2010, allowing for all relevant costs of acquisition and disposal.

This is the only disposal that the client made in the 2020/ 21 tax year.

Which of the following best describes whether or not the disposal of the client’s shareholding attracts business asset disposal relief?

A Yes, because the shares were in a trading company and the client held over 5% of the company’s shares.

B Yes, because the client was a director of the company within the two years prior to the disposal and held over 5% of the company’s shares.

C No, because the client was not an officer or employee of the company during the whole of the two years prior to disposal.

D No, because the client held less than 10% of the company’s shares.

E No, because the company is not a personal company.

Question 27

A client, a higher rate taxpayer, sold his holiday home in the Lake District in February 2021 for £450,000. He purchased it in 2010 for £300,000. The initial expenditure (legal fees, valuation fees and stamp duty) amounted to £17,000 and the incidental costs of disposal were £3,000. He has made no other disposals in the tax year and has no losses to carry forward from previous tax years.

Assumptions: the annual exemption for capital gains tax for individuals and personal representatives is £12,300, whereas for trustees it is £6,150.

Which of the following CORRECTLY states the sole trader’s liability for capital gains tax for the tax year?

A £11,770

B £150,000

C £130,000

D £23,540

E £26,000

Question 28

A client, who was a basic rate taxpayer, dies owning a small office building worth £290,000. The office building was given to her as a gift by her mother several years ago, and she used it as an artist’s studio. At the time of the gift, the office building had a market value of £100,000.

Which of the following best describes the client’s CGT position with respect to the office building?

A The client will pay CGT on the gain of £190,000 (subject to any initial expenditure and costs of disposal).

B The client’s personal representatives will pay CGT on the gain of £190,000 (subject to any initial expenditure and costs of disposal).

C The client’s personal representatives will pay CGT on the building’s market value of £290,000.

D The client will not pay any CGT and her personal representatives will acquire the building at a deemed value of £100,000 as at the date of the client’s death.

E The client will not pay any CGT and her personal representatives will acquire the building at market value as at the date of the client’s death.

Question 29

A private limited company made income profits of £600,000 in its accounting period ending 31 March 2021. In the same accounting period, it also made a chargeable gain of £1 million. It is not entitled to any tax reliefs or exemptions.

Which of the following statements best describes the company’s tax position for the accounting period ending March 2021?

A It will have a capital gains tax liability of £200,000.

B It will have a corporation tax liability of £304,000.

C It can reduce its liability to tax on the chargeable gain by deducting an annual exemption of £12,300.

D It is a company and so not required to pay any tax in respect of capital gains.

E It will pay income tax on its trading profits and capital gains tax on its chargeable gains.

Question 30

A company’s income in the accounting periods from 1 April 2018 to 31 March 2021 is set out below. The company’s accounting reference date is 31 March.

Year Trading profit (£) Rental income (£)

2018/ 19 25,000 20,000

2019/ 20 15,000 20,000

2020/ 21 (10,000) 20,000

Assume that it is now late 2021 and the client is still trading but anticipates making a loss again for the financial year 2021/ 22. Its rental properties are empty and the company is receiving no rent for them. If the company continues to trade into the financial year 2022/23, which of the following best describes the tax relief(s) the client should claim for its losses in the 2020/ 21 accounting period?

A Terminal carry- back relief, because the company has stopped making trading profits.

B Carry- forward relief, so that the losses can be set against future profits of the same trade.

C Carry- across relief, so that total profit for 2020/ 21 is reduced to £10,000.

D Carry- back relief, so that trading profit for 2019/ 20 is reduced to £5,000.

E Carry- across or carry- back relief, to reduce total profit for 2019/20 or 2020/21 by £10,000.

Question 31

The following information is from the accounts of a business:

• Sales 150,000

• Fixed assets 100,000

• Cost of sales 50,000

• Current assets 22,000

• Current liabilities 10,000

• Long- term liabilities 53,000

• Capital employed 59,000

Which of the following best describes the value of the business’s net current assets and net assets?

A The business’s net current assets are 12,000 and its net assets are 59,000.

B The business’s net current assets are 12,000 and its net assets are 118,000.

C The business’s net current assets are 112,000 and its net assets are 118,000.

D The business’s net current assets are 122,000 and its net assets are 12,000.

E The business’s net current assets are 40,000 and its net assets are 59,000.

Question 32

A client, which is a partnership, gives you the following information about its business over the course of the financial year:

(a) It has a trading profit of £200,000; and

(b) The client has received an electricity bill for £500 but has not yet paid it.

Which of the following best describes where the figures listed in (a) and (b) above will appear on the client’s balance sheet and/ or profit and loss account?

A Item (a) will appear on both the profit and loss account and on the balance sheet, and item (b) will appear on the balance sheet as an accrual.

B Item (a) will appear on both the profit and loss account and on the balance sheet, and item (b) will appear on the balance sheet as a prepayment.

C Item (a) will appear on the balance sheet as income, and item (b) will appear on the profit and loss account as an expense.

D Item (a) will appear on the balance sheet as income, and item (b) will appear on the balance sheet as an expense.

E Both items will appear on both the profit and loss account and balance sheet.