SQE1 Solicitors Exam Prep

Free Practice Test — 30 Real Exam-Style Questions

with full answer key & explanations

Practice Questions

Try all 30 first, then check the answer key at the back.

1. A property developer is seeking to prevent a neighbouring landowner from constructing a warehouse that would block natural light to the developer's recently completed residential building. The developer applies for an interim injunction. The proposed warehouse construction has not yet begun, but planning permission has been granted and materials have been delivered to the site. The developer's solicitor advises that the court will require security before granting relief.

A. The court will require security for costs but not an undertaking in damages, because the warehouse construction has not commenced and therefore no actual disruption to the status quo has occurred yet.

B. No undertaking in damages is required because the injunction is prohibitory in nature, merely preventing the neighbour from acting rather than requiring positive action to be taken.

C. An undertaking in damages is never required where the defendant has obtained valid planning permission, as this indicates the proposed development is in the public interest and outweighs private rights.

D. The court will commonly require an undertaking in damages because a mandatory injunction would disrupt the status quo by requiring the neighbour to refrain from starting planned construction.

2. A claimant issues proceedings in the County Court against a defendant contractor for damages of £120,000 arising from alleged defective building work. The claim is allocated to the multi-track. The court gives case management directions requiring the parties to file and exchange costs budgets by a specified date, which is 21 days before the first case management conference. The defendant's solicitor is unfamiliar with costs budgeting requirements and asks whether the same obligations would apply if the claim had been allocated to a different track.

A. Costs budgets must be filed in all civil proceedings regardless of track allocation, as the CPR requirement for costs budgeting applies universally to ensure proportionality and enable the court to manage cases effectively throughout litigation.

B. Costs budgets are mandatory requirements on both the multi-track and fast track, but would not be required if the claim had been allocated to the small claims track where parties typically represent themselves without legal costs.

C. Costs budgets are required on the multi-track where directed by the court, but not on the small claims track where costs recovery is generally limited to fixed costs.

D. The costs budgeting requirement applies only to claims exceeding £250,000 in value, so if this claim had been for a lower sum or allocated to the fast track or small claims track, no budget would be required under the CPR.

3. A potential claimant consults a solicitor about a personal injury claim arising from a road traffic accident that occurred 34 months ago. The claimant has one witness who supports the claimant's version of events, but the defendant has two witnesses who provide a different account. The claimant's witness is the claimant's brother-in-law, who was a passenger in the claimant's vehicle. The defendant's witnesses are independent motorists who were traveling in the opposite direction. The solicitor is assessing the merits of the claim before advising whether to commence proceedings. Medical evidence clearly establishes the extent of the claimant's injuries.

A. The claim has strong prospects of success because the claimant has a supporting witness and clear medical evidence of injury, and the solicitor should advise issuing proceedings after obtaining further witness statements to strengthen the case over the next few months.

B. The claim faces significant evidential challenges due to conflicting witness accounts, and limitation is about to expire, requiring urgent consideration of whether to issue protective proceedings despite witness reliability concerns.

C. The claim should proceed to litigation because the court will give equal weight to all witness evidence regardless of the relationship between witnesses and parties, and one supporting witness is sufficient to establish liability on the balance of probabilities.

D. The solicitor should advise the claimant to issue proceedings immediately because the strong medical evidence of injury outweighs any concerns about conflicting witness accounts, and damages can be recovered even if liability is contested at trial.

4. A claimant in a clinical negligence action wishes to obtain expert evidence on three distinct issues: whether the defendant surgeon's operative technique fell below the acceptable standard; whether the hospital's post-operative monitoring protocols were adequate; and whether the claimant's subsequent psychological harm was a foreseeable consequence of the alleged negligence. The claimant's solicitor is instructing experts and drafting letters of instruction. The claimant's legal team includes a partner who previously worked as a nurse and has strong views on appropriate post-operative care standards.

A. Separate experts in surgery, hospital protocols, and psychiatry should be instructed, with questions limited to matters requiring specialist opinion in each field, excluding areas within the court's or solicitor's competence.

B. A single medical expert with general surgical experience should be instructed to provide opinions on all three issues, as this approach is more proportionate and cost-effective, and the court prefers to receive comprehensive evidence from one expert rather than multiple reports.

C. The claimant should instruct experts on surgical technique and psychiatric harm only, because the partner's nursing experience provides sufficient in-house expertise to assess whether post-operative monitoring protocols were adequate, avoiding the need for a separate hospital administration expert.

D. Experts should be instructed only on the surgical and hospital protocol issues, because foreseeability of psychiatric harm is a legal question for the court to determine by applying established principles, and does not require specialist psychiatric opinion evidence.

5. A solicitor is preparing a witness statement for trial in a breach of contract claim. The witness is a former employee of the claimant who left the company two years ago. The statement includes: (1) the witness's recollection of events during their employment; (2) the witness's opinion that the defendant 'clearly intended to breach the agreement'; (3) a paragraph stating 'I was told by my manager that the defendant had said they would not perform'; and (4) the witness's signature and a statement of truth. The statement runs to 15 pages and includes extensive commentary on the defendant's business practices unrelated to the contract dispute. Which of the following best describes the primary deficiency in this witness statement?

A. The statement of truth is invalid because the witness left the claimant's employment before the dispute arose.

B. The witness lacks standing to give evidence because they are no longer employed by the claimant company.

C. The statement is too lengthy and should be limited to no more than ten pages under CPR requirements.

D. The statement contains inadmissible hearsay and argumentative opinion that should be excluded.

6. A claimant's solicitor is preparing the trial bundle for a High Court commercial dispute scheduled to commence in five days. The court's case management order specified that the bundle must be lodged seven days before trial and contain: pleadings, disclosure documents, witness statements, expert reports, and a chronology. The solicitor discovers that: (1) the bundle contains all pleadings and witness statements but omits three key disclosed emails that support the claimant's case; (2) the bundle includes the claimant's expert report but not the defendant's, which was exchanged on time; (3) the bundle is indexed but pages are not numbered consecutively; and (4) no chronology has been prepared. The defendant's solicitor has not yet filed their bundle. Which of the following represents the most serious procedural failing that could result in sanctions?

A. Failure to include the defendant's expert report in the bundle despite it being exchanged within the required timeframe.

B. Omission of three key disclosed emails that were part of the disclosure exercise and support the claimant's case.

C. Failure to lodge the bundle within the seven-day deadline as specified in the court order.

D. Lack of consecutive page numbering throughout the bundle, which impairs cross-referencing during the trial.

7. A claimant in a High Court commercial dispute seeks to rely on an email chain as evidence of the defendant's instructions to a third-party supplier. The email chain consists of: (1) an email from the defendant's purchasing director to the supplier requesting specific goods; (2) the supplier's reply confirming receipt and providing a delivery estimate; and (3) a subsequent email from the supplier's warehouse manager to the purchasing director stating 'our sales representative told me you needed urgent delivery'. The defendant objects to the admissibility of the third email on hearsay grounds. The claimant argues that the entire chain is admissible as business records under the Civil Evidence Act 1995. No hearsay notice was served, and the trial is in three weeks. Which of the following best describes the admissibility of the evidence?

A. The entire email chain is admissible as business records, and no hearsay notice is required for documents created in the ordinary course of business.

B. The third email contains inadmissible multiple hearsay; the claimant must serve a hearsay notice to rely on it.

C. All three emails are admissible as they form a continuous communication chain between parties involved in the transaction at issue.

D. The first two emails are admissible as original evidence, but the third is automatically excluded without a hearsay application to the court.

8. In a professional negligence claim against an architect, the claimant instructs a structural engineer as an expert witness to opine on whether the architect's design met applicable building standards. The expert's report concludes that the design was deficient. During disclosure, the claimant discovers that: (1) the expert previously worked for the same firm as the claimant's solicitor five years ago; (2) the expert has been instructed by the claimant's solicitor in three other unrelated cases over the past two years; and (3) the expert's report primarily addresses the question 'Did the architect breach his duty?' rather than focusing on technical building standards. The defendant challenges the expert's independence and the scope of the report. Which of the following represents the most significant ground for challenging the expert evidence?

A. The expert addresses the ultimate legal issue rather than confining opinion to technical matters within their expertise.

B. The expert's previous employment at the same firm as the claimant's solicitor creates an irreconcilable conflict of interest that renders all evidence inadmissible.

C. The expert's repeated instruction by the same solicitor in multiple cases establishes bias and requires the court to exclude the expert's evidence entirely.

D. The expert failed to obtain permission from the court before accepting the instruction, which is required whenever an expert has worked with the instructing party previously.

9. A claimant company is engaged in High Court litigation against a competitor. During standard disclosure, the claimant's solicitor identifies a memorandum prepared by the claimant's in-house legal counsel advising the board on litigation strategy. The memorandum is located in the files of the claimant's parent company, which is not a party to the proceedings but shares some directors with the claimant. The memorandum is clearly marked 'Privileged and Confidential – Legal Advice'. The defendant requests inspection of all documents listed in the claimant's disclosure list, including the memorandum. The claimant's solicitor lists the memorandum in Part 2 of the disclosure list (documents for which inspection will not be permitted) and claims legal advice privilege. The defendant argues that: (1) the document is in the parent company's control, not the claimant's; and (2) privilege cannot be claimed because the parent company is not a party. Which of the following best describes whether the privilege claim is likely to succeed?

A. The claim is likely to succeed automatically because the memorandum is marked as privileged, and the court must accept such designations without further inquiry into control or privilege conditions.

B. The claim will fail because the document is not in the claimant's physical possession, and privilege can only be claimed for documents held directly by the party asserting it.

C. The claim will fail because legal advice privilege does not extend to communications involving corporate groups, even where there are shared directors between parent and subsidiary companies.

D. The claim is likely to succeed if the claimant can demonstrate control over the parent company's documents through shared management or authority.

10. A claimant seeks an urgent interim injunction to prevent the defendant from disposing of assets pending trial in a High Court fraud claim. The claimant's solicitor believes there is evidence that the defendant has been transferring funds to offshore accounts. The trial is scheduled in six months. The claimant's solicitor prepares an application and supporting witness statement but is uncertain whether to apply without notice (ex parte) or on notice to the defendant. The defendant's solicitor has been cooperative in correspondence to date and has not indicated any intention to dissipate assets. However, the claimant fears that giving notice will prompt the defendant to accelerate asset transfers. Which of the following best describes the correct approach to determining whether to apply without notice?

A. Apply without notice whenever the claimant has a reasonable suspicion of asset dissipation, even without specific evidence, as the purpose of freezing injunctions is to prevent potential future dissipation.

B. Apply on notice in all cases where the defendant's solicitor has been cooperative, as without-notice applications are only permitted when the defendant is unrepresented or uncooperative in correspondence.

C. Apply without notice only if there is real risk that giving notice would defeat the injunction's purpose, supported by evidence.

D. Apply on notice because the trial is scheduled within six months, and without-notice applications are only appropriate when there is no fixed trial date and immediate irreparable harm.

11. A defendant in a £2.5 million commercial contract dispute made a Part 36 offer to settle for £1.8 million at the end of the relevant period specified in CPR 36.5. The claimant rejected the offer and proceeded to trial. At trial, the claimant was awarded £2.1 million in damages. The claimant now seeks an order for indemnity costs from the date of the Part 36 offer and interest on damages at an enhanced rate, arguing that the judgment sum exceeded the defendant's offer. The defendant argues that the claimant should not receive enhanced costs or interest because the judgment is less than the full claim amount and the Part 36 consequences should not apply. Which of the following best describes the likely costs and interest outcome?

A. The claimant is not entitled to enhanced costs or interest because the judgment is less than the full claim amount of £2.5 million, and Part 36 consequences require the claimant to obtain judgment for at least the amount claimed.

B. The claimant is entitled to enhanced interest and indemnity costs from the end of the relevant period because the judgment exceeded the offer.

C. The defendant is entitled to standard costs from the date of the offer because the claimant failed to better the defendant's settlement proposal by a margin of at least 20%, which is required for enhanced consequences in commercial cases.

D. The claimant may receive indemnity costs but not enhanced interest, as CPR 36.17 permits the court to award one or the other but not both forms of enhancement in the same case.

12. A homeowner brings a claim against a builder for defective construction work following a loft conversion. The dispute involves alleged breaches of building regulations and negligent workmanship. Before issuing proceedings, the homeowner's solicitor sends a letter of claim under the Pre-Action Protocol for Construction and Engineering Disputes, providing details of the defects and the homeowner's loss (estimated at £45,000 for remedial works). The builder's solicitor responds within 14 days, denying all allegations but not providing a detailed response to each defect alleged or enclosing any supporting documents. The homeowner's solicitor immediately issues court proceedings without sending a further letter or allowing additional time for the builder to provide a fuller response. At the first case management conference, the judge considers whether to impose sanctions for non-compliance with the protocol. Which of the following best describes the likely approach of the court?

A. The court may penalize both parties: the builder for inadequate response and the claimant for premature issue without allowing reasonable time for fuller response.

B. The court is likely to dismiss the claim for abuse of process because the claimant failed to comply with the mandatory 28-day waiting period before issuing proceedings under the Construction and Engineering Protocol.

C. The court will impose a costs sanction solely on the defendant for failing to provide a detailed response, as the claimant was entitled to issue proceedings immediately upon receiving an inadequate denial.

D. The court will not impose any sanctions because the Construction and Engineering Protocol is directory rather than mandatory, and parties retain absolute discretion over when to issue proceedings regardless of protocol compliance.

13. In a clinical negligence trial, both parties have instructed medical experts. The claimant's expert report concludes that the defendant surgeon breached the standard of care by failing to obtain informed consent before a surgical procedure. The expert's report is based on the factual assumption that the claimant was not provided with any written information about the risks of surgery and had only a brief verbal discussion. After exchange of witness statements, it emerges that the claimant did receive a standard hospital information leaflet about the procedure, but claims not to have read it. The defendant's expert report, which relies on the assumption that the claimant received and had the opportunity to review the leaflet, concludes that informed consent was obtained. At a pre-trial review, the defendant argues that the claimant's expert report should be excluded or given no weight because it is based on an incorrect factual assumption. Which of the following best describes the appropriate approach to the conflicting expert evidence?

A. The court should give equal weight to both expert reports regardless of which factual assumptions are proven, as experts are entitled to base their opinions on the instructions and assumptions provided by the instructing party without verification of underlying facts.

B. The claimant's expert report should be excluded entirely because it is based on a factual assumption that has been proven incorrect by the emergence of the hospital information leaflet, and expert evidence founded on incorrect facts is inadmissible.

C. The court should order the experts to prepare a joint report addressing the informed consent issue on the basis of agreed facts, and exclude both original reports as they are based on conflicting and unproven factual assumptions.

D. The court should allow both expert reports but may adjust the weight given to each based on which factual assumptions are proven at trial.

14. A claimant in a data breach claim against a technology company is under a standard disclosure obligation. The claim concerns alleged unauthorized access to customer data between January and March 2022. The claimant's IT systems generate and store vast quantities of email, system logs, and backup files. The claimant's solicitor must advise on the reasonable extent of searches for disclosable documents. The company has: (1) approximately 2 million emails from the relevant period stored on its servers; (2) detailed system access logs for the period stored in a proprietary database format that would require specialist software (costing £15,000) to extract and review; (3) daily backup tapes stored offsite that contain deleted emails and files, with retrieval and restoration estimated at £50,000; and (4) paper records in archived boxes (estimated 200 boxes) that may contain some relevant documents. The value of the claim is approximately £100,000. Which of the following best describes the reasonable search obligation?

A. Limit searches to readily accessible emails only, and exclude system logs, backup tapes, and paper records entirely, as the claim value of £100,000 does not justify any searches requiring specialist software, offsite retrieval, or manual review of archived materials.

B. Search all emails, system logs, backup tapes, and archived paper records regardless of cost, as the duty of standard disclosure requires a party to disclose all documents that support or adversely affect any party's case without regard to proportionality or expense.

C. Search readily accessible emails and logs; archived backups and paper records may be excluded on proportionality grounds given cost and claim value.

D. Search backup tapes and archived paper records first, as these are most likely to contain deleted or discarded evidence relevant to unauthorized data access, and then conduct keyword searches of emails and logs if time and budget permit after completing the archive review.

15. A claimant in a substantial commercial dispute involving breach of a long-term supply contract seeks standard disclosure. The defendant is a large manufacturing company with extensive electronic and paper records stored across multiple sites in the UK and abroad. The defendant's solicitor estimates that a comprehensive search of all potentially relevant documents would cost approximately £150,000 and take four months, though the claim value is £200,000. The claimant alleges that crucial emails between the defendant's sales director and operations manager will prove the breach. These emails would be held on the defendant's main UK server and could be searched in two weeks at a cost of £8,000. Which of the following best describes the defendant's disclosure obligations?

A. The defendant must disclose all potentially relevant documents regardless of cost, as the duty of standard disclosure is absolute and cannot be limited by proportionality where documents exist.

B. The defendant must conduct a reasonable search, which may be limited by proportionality considerations including cost, and should prioritise the UK server where key emails are likely located.

C. The defendant must conduct a reasonable search of all UK-based documents only, as the CPR does not require disclosure of documents held outside England and Wales jurisdiction.

D. The defendant may limit disclosure to documents that support its own case, as documents that adversely affect its position are protected by litigation privilege and need not be disclosed.

16. A defendant in a personal injury claim deliberately failed to disclose a crucial internal safety report that directly contradicts the defendant's pleaded case and strongly supports the claimant's allegations of negligence. The defendant's solicitor knew of the report's existence but decided not to include it in the list of documents. The report was discovered only when a former employee of the defendant provided a copy to the claimant three weeks before trial. The defendant's solicitor now seeks to argue that the late disclosure was due to an administrative oversight rather than deliberate concealment. Which of the following best describes the likely consequences for the defendant?

A. The court may strike out the defence, impose substantial adverse costs orders, and draw adverse inferences; the defendant's solicitor faces potential disciplinary proceedings for a false disclosure statement.

B. The court will likely permit late disclosure with a minor costs penalty payable to the claimant, as the document was ultimately provided before trial and no prejudice occurred that could not be remedied by an adjournment.

C. The court cannot impose sanctions for non-disclosure absent clear proof of bad faith, and the defendant's explanation of administrative oversight creates sufficient doubt to avoid serious consequences beyond a costs warning.

D. The primary consequence will be disciplinary proceedings against the defendant's solicitor personally, but the defendant company will face no sanctions as the client cannot be held responsible for solicitor errors in the disclosure process.

17. A manufacturing company discovers that its former sales director has set up a competing business and is using confidential client lists and pricing strategies obtained during his employment. The company seeks an urgent interim injunction to restrain the former director from using this information and soliciting the company's clients. The former director argues that the information is not truly confidential as much of it could be reconstructed from public sources, and that an injunction would prevent him from earning a livelihood in the only industry he knows. The company can demonstrate that it has already lost three major clients to the former director in the past two weeks, representing £80,000 in annual revenue. Which of the following best describes the key factors the court will assess in deciding whether to grant the interim injunction?

A. Whether the injunction would cause disproportionate hardship to the former director by preventing him from working in his field of expertise, as the court must give primary consideration to the defendant's right to earn a livelihood when balanced against purely commercial interests.

B. Whether the company can prove on the balance of probabilities that the information is confidential and has been misused, as the court must be satisfied of the likely success of the claim before granting interim relief that restricts the defendant's business activities.

C. Whether the former director's actions constitute a clear and flagrant breach of his contractual obligations, as interim injunctions are only granted in cases of deliberate and egregious misconduct rather than technical breaches or disputes over the scope of confidentiality.

D. Whether there is a serious issue to be tried on the confidentiality claim, whether damages would adequately compensate the company for ongoing client losses, and whether the balance of convenience favours granting relief given the risk of further harm.

18. A UK technology company obtained a £2.5 million judgment against a foreign software distributor for breach of licensing agreements. The company has now discovered that the distributor is systematically transferring assets to newly created offshore entities in multiple jurisdictions. Bank statements obtained through disclosure show large transfers to accounts in Singapore and the British Virgin Islands over the past three weeks. The distributor's UK assets have declined from approximately £1.8 million to £400,000 in the same period. The company applies for a freezing order without notice to the distributor. During the hearing, the company's solicitor mentions the asset transfers and the judgment but does not disclose that the company itself owes £600,000 to the distributor under a separate supply contract, nor that the distributor has made written requests for payment of this sum. Which of the following best describes the likely outcome of the freezing order application?

A. The freezing order should be granted because the cross-debt is not material to the dissipation risk and relates to a separate contract, though the court may vary the amount frozen to account for any legitimate set-off claims the distributor may have.

B. The freezing order should be granted as the evidence of asset dissipation is compelling and the risk of judgment being frustrated is clear, though the court may order the company to disclose the cross-debt within seven days of the order being served.

C. The application should be refused due to the material non-disclosure of the cross-debt, and the company may face adverse costs consequences for breach of its duty of full and frank disclosure.

D. The application should proceed but be adjourned for a hearing on notice, as the duty of full disclosure does not extend to facts that the respondent could raise in their own defence if they were present at the hearing.

19. A claimant brings a claim for £85,000 for goods sold and delivered under a written contract. The defendant acknowledges receiving the goods but argues that the goods were defective and caused consequential losses of £120,000, which the defendant now counterclaims. The claimant applies for summary judgment under CPR Part 24, arguing that the defence has no real prospect of success because the contract contains a clause stating "all goods are accepted as satisfactory upon delivery and no claims for defects will be entertained after delivery." The defendant has produced some evidence of the defects including photographs and an independent engineer's report, but has not yet obtained witness statements from employees who inspected the goods on delivery. Which of the following best describes the approach the court should take?

A. Summary judgment should be granted because the contractual exclusion clause is clear and unambiguous, and the defendant accepted its terms by taking delivery, making the defence bound to fail regardless of the evidence of defects.

B. Summary judgment should be refused as the defendant has raised a real prospect of success by challenging the enforceability of the exclusion clause, and there is a compelling reason for trial where factual disputes exist.

C. Summary judgment should be granted unless the defendant can demonstrate on the balance of probabilities that the exclusion clause is unenforceable, as the burden is on the defendant to prove an exception to the clear contractual terms.

D. Summary judgment should be refused because the court cannot grant summary judgment in cases involving contractual disputes where both parties have produced some documentary evidence, even if one party's case appears significantly weaker than the other's.

20. A claimant brings a claim for £180,000 for professional negligence against a firm of accountants. Six months before trial, the defendant makes a Part 36 offer to settle the claim for £140,000. The claimant rejects the offer, believing the claim is worth the full amount. At trial, the judge finds in favour of the claimant but awards damages of only £135,000, finding that the claimant failed to prove the full extent of losses claimed. The trial lasted four days and incurred significant costs. In addition to the damages award, the claimant seeks an order that the defendant pay all of the claimant's costs of the action. Which of the following best describes the likely costs consequences?

A. The claimant will recover costs up to the end of the relevant period, but must pay the defendant's costs from that date, as the judgment is not more advantageous than the Part 36 offer.

B. The claimant will recover all of their costs from the defendant because the claimant has been successful in the claim and obtained a substantial judgment, and the costs consequences of Part 36 only apply where a claimant recovers nothing or minimal damages.

C. The court should make no order as to costs because the judgment amount of £135,000 is sufficiently close to the offer of £140,000 that the offers should be treated as equivalent for costs purposes, applying the principle of proportionality under the CPR.

D. The claimant will recover all costs unless the court finds the claimant acted unreasonably in rejecting the offer, and the court should consider whether the claimant had legitimate grounds for believing the claim was worth £180,000 at the time the offer was made.

21. In a high-value construction dispute worth £4.5 million, the claimant's solicitor advises the client on settlement tactics. The defendant has made a formal Part 36 offer of £3.2 million. The claimant's legal team assesses the likely judgment at trial as between £3.0 million and £3.8 million, with significant uncertainty due to complex expert evidence on defects and causation. The claimant's solicitor proposes making a Calderbank-style offer of £3.9 million marked "without prejudice save as to costs" rather than using the Part 36 procedure, arguing this preserves flexibility and avoids the automatic costs consequences of Part 36. The claimant is concerned about the costs risks of proceeding to trial, which are estimated at £450,000 for both parties combined. Which of the following best evaluates the solicitor's advice on using a Calderbank offer rather than Part 36?

A. The advice is sound because in high-value commercial litigation, Calderbank offers are preferred as they provide stronger costs protection than Part 36 and allow the client to argue at the costs hearing that the offer should be given decisive weight in the exercise of the court's discretion.

B. The advice is sound because Calderbank offers provide equivalent costs protection to Part 36 offers while allowing more flexibility in the terms offered, and courts routinely give them the same weight as Part 36 offers when considering costs at the conclusion of the case.

C. The advice is sound because Calderbank offers avoid the risk of the client being locked into the automatic consequences of Part 36, and the court cannot take Calderbank offers into account unless both parties agree to waive the without prejudice protection at the costs hearing.

D. The advice is questionable because Calderbank offers lack the automatic costs protection of Part 36 and rely on the court's discretion, which creates greater uncertainty for the client.

22. A claimant is pursuing a multi-track claim worth £850,000 against three defendants for breach of contract and misrepresentation. Under the court's case management directions, costs budgets were required to be filed and exchanged 21 days before the first case management conference. The claimant filed their costs budget four days late, after the deadline had passed. The budget totals £285,000. At the case management conference, the defendants object to the late filing and argue that the claimant should be limited to recovering only court fees. The claimant's solicitor argues that the four-day delay was minimal, caused by counsel's illness, and that the defendants have not suffered prejudice as they received the budget before the hearing. The claimant's budget is not obviously disproportionate to the value and complexity of the claim. Which of the following best describes the court's likely approach?

A. The court should accept the late budget without sanction because the four-day delay is de minimis, the explanation is reasonable, and case management directions regarding costs budgets are procedural guidelines rather than mandatory requirements in multi-track cases.

B. The court must limit the claimant to recovering court fees only, as CPR 3.14 applies automatically to late filing and the court has no discretion to grant relief where the deadline was clearly stated in the case management directions and the breach is admitted.

C. The court is likely to impose relief from sanctions if the claimant can demonstrate good reason for the delay, but may impose an adverse costs order for the late filing.

D. The court should grant relief from sanctions without any adverse costs consequences because the defendants have failed to demonstrate any specific prejudice from the four-day delay, and under CPR the absence of prejudice to the other party is determinative when considering relief applications.

23. A commercial client consults a solicitor about a potential claim against a former business partner for misappropriation of company funds totaling approximately £520,000. The alleged misappropriation occurred over a three-year period ending eight months ago. The client has identified key documents including bank statements and internal emails, but has not yet obtained witness statements from current employees who may have relevant knowledge. The client is very angry and wants to issue proceedings immediately. The solicitor's initial assessment suggests there is a reasonable prospect of success on liability, but the quantification of losses will require forensic accounting work that could take six to eight weeks. The costs of bringing the claim are estimated at £95,000 to trial. Which of the following best describes the solicitor's professional obligations at this pre-action stage?

A. The solicitor should issue proceedings immediately as requested by the client, as the eight-month delay since the last misappropriation means limitation concerns override pre-action protocol requirements and the client's clear instructions take precedence over procedural considerations.

B. The solicitor should advise the client to comply with the pre-action protocol, including sending a detailed letter of claim, considering ADR options, and obtaining forensic evidence before issuing proceedings.

C. The solicitor should advise the client that pre-action protocols are voluntary best practice guidelines, and given the client's strong desire to proceed and the clear evidence of misappropriation, it is professionally acceptable to issue proceedings without sending a detailed letter of claim or considering ADR.

D. The solicitor should advise that the claim cannot proceed until full forensic accounting has been completed and witness statements obtained, as issuing proceedings with incomplete evidence would breach the solicitor's duty not to mislead the court and would risk the claim being struck out as an abuse of process.

24. A client consults a solicitor about a potential negligence claim against her former surveyor arising from a property purchase. The client purchased a residential property three years and nine months ago in reliance on the surveyor's report, which failed to identify serious structural defects. The defects were discovered two months ago when the client attempted to sell the property. The repairs are estimated at £78,000. The client immediately complained to the surveyor in writing, and the parties have exchanged correspondence for the past eight weeks. The surveyor's insurer has now indicated it will not settle without proceedings being issued. The limitation period for the claim is six years from the date of the report. The client is anxious to comply with pre-action requirements but also concerned about limitation. Which of the following best describes the solicitor's advice?

A. The solicitor should advise that there is sufficient time to complete pre-action protocol steps before the limitation period expires, but should monitor the deadline and be prepared to issue protective proceedings if necessary.

B. The solicitor should advise issuing proceedings immediately, as limitation concerns always override pre-action protocol requirements and the client risks being left without a remedy if the limitation period expires while the parties are still corresponding.

C. The solicitor should advise that the eight weeks of correspondence with the surveyor constitute sufficient compliance with pre-action requirements, and proceedings should now be issued without further delay to protect the client's position given that less than three years remain before limitation.

D. The solicitor should advise that limitation runs from the date of discovery of the defects rather than the date of the survey, giving the client five years and ten months from two months ago to issue proceedings, and therefore there is no need to consider limitation in deciding whether to comply with pre-action protocol steps.

25. A technology company owns a warehouse adjacent to a residential property. The company plans to install industrial refrigeration units on the roof of the warehouse, which engineering reports indicate will generate continuous low-frequency noise likely to interfere with the neighbouring residents' sleep and use of their property. The installation is scheduled to begin in six weeks. The residents seek an injunction to prevent the installation before it occurs.

A. The court will grant an interim injunction based solely on the balance of convenience, without requiring proof of the probability of future harm or inadequacy of damages.

B. A prohibitory injunction will be granted if the residents show the balance of convenience favours restraining the company's existing nuisance-causing activity.

C. An injunction cannot be granted because no actionable wrong has yet occurred and the residents must wait until actual harm materialises before seeking relief.

D. A quia timet injunction may be granted if the residents demonstrate a strong probability of future actionable harm and that damages would be inadequate.

26. In a personal injury claim valued by the claimant at £85,000, the defendant makes a Part 36 offer of £2,500 three weeks before trial. The claimant's solicitor advises that the defendant's liability is strong and the claimant's losses are well-documented at approximately £80,000. The claimant has already incurred £12,000 in legal costs. The claimant questions whether the defendant's offer constitutes a valid Part 36 offer with costs consequences.

A. Any offer that exceeds nominal damages constitutes a genuine attempt to settle and triggers Part 36 costs consequences if not accepted by the claimant.

B. The offer is valid if it complies with formal requirements under CPR 36.5, regardless of the quantum offered relative to the claim value.

C. The offer fails to constitute a genuine attempt to settle and may be disregarded by the court when considering costs.

D. The offer is invalid because Part 36 offers must be made at least 21 days before the first day of trial to allow proper consideration by the receiving party.

27. A solicitor is advising a client on a potential professional negligence claim against an accountant. The client has provided the solicitor with three witness statements and some correspondence but has not yet obtained key accounting records or expert evidence on the standard of care. The client is eager to proceed immediately with a letter of claim. In advising on the prospects of success, the solicitor tells the client that the case is 'very strong' and 'almost certain to succeed' based on the materials currently available.

A. The solicitor's advice is acceptable provided the solicitor includes a caveat that the assessment may change once further evidence is obtained from the accountant.

B. The solicitor has breached professional obligations by overstating case strength without sufficient evidence of key documents or witness reliability.

C. Advising on case strength at the preliminary stage does not engage SRA obligations because formal proceedings have not yet been issued by either party.

D. The solicitor's advice complies with professional standards because there is no requirement to obtain expert evidence before advising on prospects unless acting under a conditional fee arrangement.

28. A firm is preparing for a final hearing in the County Court scheduled to be conducted remotely via video link. The court has ordered that trial bundles must be filed seven days before the hearing. The firm's paralegal prepares a PDF bundle of 340 pages and emails it to the court and opposing counsel six days before the hearing. On the morning of the hearing, the judge states that the bundle does not comply with the court's electronic bundle protocol because it lacks hyperlinks and bookmarks and exceeds the 300-page limit without prior permission.

A. The firm has failed to comply with electronic bundle requirements, risking adjournment and costs sanctions.

B. The firm has complied with the court's requirements because the bundle was provided in PDF format and sent to all parties before the hearing date.

C. The firm is in compliance because the bundle was filed six days before the hearing, which satisfies the court's seven-day deadline when calculated in clear days.

D. The judge's concerns are misplaced because electronic bundle requirements apply only to appellate courts and tribunals, not County Court hearings conducted remotely.

29. In disclosure proceedings, a claimant company seeks documents relating to a construction dispute. The defendant is a holding company whose wholly-owned subsidiary carried out the construction work. The subsidiary's project manager, who now works for an unrelated company, possesses site diary records on his personal laptop. The defendant's finance director has access to the subsidiary's document management system and can retrieve contracts and invoices. The defendant contends it has no obligation to disclose the site diaries or subsidiary documents because it does not own them.

A. Control over documents is established only where the disclosing party has legal title or ownership rights in the documents, not merely the ability to obtain them.

B. The defendant is not required to disclose documents unless they are in its physical possession or stored on servers it directly owns and operates.

C. Documents held by a subsidiary company are not within the control of the parent company because subsidiaries are separate legal entities with independent document management obligations.

D. The defendant has control over subsidiary documents and those from its former employee-agent and must disclose them.

30. A claimant applies without notice for a freezing order against a defendant in a commercial fraud claim worth £2 million. The claimant's solicitor prepares detailed evidence showing the defendant has transferred funds to offshore accounts. However, the solicitor does not disclose to the court that the defendant's company previously obtained a county court judgment against the claimant for unpaid invoices worth £45,000, which remains outstanding. The freezing order is granted. Two weeks later, the defendant applies to discharge the order on the ground of material non-disclosure.

A. The duty of full disclosure requires only that the applicant disclose facts directly relevant to the factual allegations in the fraud claim, not unrelated financial disputes between the parties.

B. The court will maintain the freezing order because the outstanding judgment debt is not material to the question of whether the defendant is dissipating assets in the current fraud claim.

C. The court is likely to discharge the freezing order because the claimant failed to disclose a material adverse fact.

D. The appropriate remedy is for the court to continue the order but require the claimant to fortify the cross-undertaking in damages rather than discharge the order entirely.

Answer Key & Explanations

1. D — The court will commonly require an undertaking in damages because a mandatory injunction would disrupt the status quo by requiring the neighbour to refrain from starting planned construction.
The correct answer recognizes that although the injunction sought appears prohibitory in form (restraining construction), it may have mandatory effect by disrupting the status quo where the neighbour has obtained planning permission and prepared to build. Courts typically require an undertaking in damages to protect the defendant if the injunction is later found to have been wrongly granted. Distractor 1 incorrectly suggests no undertaking is needed for purely prohibitory relief. Distractor 2 wrongly states that undertakings are never required when planning permission exists. Distractor 3 misapplies the test by focusing on construction timing rather than status quo disruption. Distractor 4 incorrectly suggests mandatory injunctions cannot be granted at the interim stage.

2. C — Costs budgets are required on the multi-track where directed by the court, but not on the small claims track where costs recovery is generally limited to fixed costs.
The correct answer identifies that costs budgeting under CPR Part 3 Section II applies to multi-track cases (and some fast track cases) where the court so directs, but the small claims track operates under different costs rules with very limited costs recovery, making detailed budgeting unnecessary and disproportionate. Distractor 1 wrongly suggests budgets are never required on fast track. Distractor 2 incorrectly states that all civil claims require budgets regardless of track. Distractor 3 misapplies the financial threshold for budgeting exemptions. Distractor 4 wrongly suggests budgets are optional rather than mandatory when directed.

3. B — The claim faces significant evidential challenges due to conflicting witness accounts, and limitation is about to expire, requiring urgent consideration of whether to issue protective proceedings despite witness reliability concerns.
The correct answer recognizes both the critical limitation issue (the three-year limitation period for personal injury claims is nearly expired at 34 months) and the witness reliability problem (the claimant's only witness is a family member passenger, while the defendant has two independent witnesses). A solicitor must not neglect limitation when advising on proceedings, as specified in the assessment criteria. The answer balances the need to preserve the claim by issuing protective proceedings with the evidential weakness on liability. Distractor 1 ignores the imminent limitation deadline. Distractor 2 wrongly dismisses the relevance of witness relationships to credibility. Distractor 3 incorrectly suggests that strong medical evidence on quantum overcomes weak liability evidence. Distractor 4 wrongly implies that limitation can be easily extended.

4. A — Separate experts in surgery, hospital protocols, and psychiatry should be instructed, with questions limited to matters requiring specialist opinion in each field, excluding areas within the court's or solicitor's competence.
The correct answer applies the principle that expert evidence should be limited to matters requiring specialist opinion and that questions to experts should be confined to issues genuinely outside the expertise of legal representatives and the court. Each of the three issues requires different specialist knowledge: surgical practice, hospital administration protocols, and psychiatric causation. The partner's nursing background does not provide expert-level opinion on any of these specific areas and cannot substitute for properly qualified

expert evidence. Distractor 1 wrongly suggests a single expert can cover all issues. Distractor 2 incorrectly implies the partner's nursing experience can replace expert evidence. Distractor 3 wrongly suggests expert evidence on foreseeability is unnecessary. Distractor 4 incorrectly limits the number of experts arbitrarily.

5. D — The statement contains inadmissible hearsay and argumentative opinion that should be excluded.
The statement is deficient because it includes hearsay (what the manager was told) and argumentative opinion ('clearly intended to breach'). Witness statements must be confined to matters of fact within the witness's own knowledge and should avoid argument. The statement is also prolix with irrelevant commentary. While the signature and statement of truth are present, the content deficiencies are more fundamental. The other options incorrectly focus on the witness's status, the statement's length alone, or formatting issues that are secondary to the substantive inadmissibility of hearsay and opinion evidence.

6. C — Failure to lodge the bundle within the seven-day deadline as specified in the court order.
The most serious failing is missing the court-ordered deadline for lodging the bundle seven days before trial. Non-compliance with court directions can result in sanctions including costs orders, adverse inferences, or adjournment with costs consequences. While the other deficiencies (missing documents, lack of pagination, no chronology, and omission of the defendant's expert report) are serious and must be remedied, breach of a court order deadline is the most fundamental procedural failing. The court can impose sanctions under CPR 3.9 for failure to comply with rules, practice directions, or court orders.

7. B — The third email contains inadmissible multiple hearsay; the claimant must serve a hearsay notice to rely on it.
The third email contains multiple hearsay (what the sales representative told the warehouse manager) and is not automatically admissible as a business record. While emails (1) and (2) may qualify as direct communications or business records, the third email reports a statement made by another person not party to the email. The claimant must serve a hearsay notice under CPR 33.2 to rely on hearsay evidence, though the court has discretion to admit evidence despite late or non-service. The business records exception under section 1 Civil Evidence Act 1995 does not automatically render all documents in a chain admissible when they contain statements made outside the business record itself. The other options incorrectly assume blanket admissibility of business records or overstate the automatic application of exceptions.

8. A — The expert addresses the ultimate legal issue rather than confining opinion to technical matters within their expertise.
The most significant flaw is that the expert addresses the ultimate legal issue of breach of duty, which is for the court to decide. Experts must confine their opinions to matters within their expertise and avoid usurping the court's role in determining legal questions. While the expert's prior relationship with the solicitor and repeated instructions could raise independence concerns, they do not automatically disqualify the expert if proper duties to the court are acknowledged. The report's focus on legal conclusions rather than technical building standards is the fundamental deficiency. CPR 35 and the practice direction require experts to provide opinion on technical matters, not legal conclusions. An expert who opines on breach of duty rather than technical standards fails to fulfill their proper role.

9. D — The claim is likely to succeed if the claimant can demonstrate control over the parent company's documents through shared management or authority.
A party's disclosure obligations extend to documents within its control, which includes documents in the physical possession of another entity if the party has a right to inspect or take copies. Shared directorships

and close corporate relationships can establish control. If the claimant can show it has a right to obtain the memorandum from its parent company, the document is disclosable but can be withheld on privilege grounds if it contains legal advice to the client (the claimant or its group). Legal advice privilege protects confidential communications between lawyer and client made for the purpose of giving or receiving legal advice, and can extend to in-house counsel advice. The fact that the document is physically held by a non-party does not defeat privilege if the claimant has control and the privilege conditions are met. The other options incorrectly assume privilege is automatically lost due to the parent company's possession or that privilege cannot be claimed for documents not in direct physical possession.

10. C — Apply without notice only if there is real risk that giving notice would defeat the injunction's purpose, supported by evidence.
Applications without notice should only be made in exceptional circumstances where giving notice would enable the defendant to take steps to defeat the purpose of the injunction, such as dissipating assets. The applicant must provide evidence of this risk, not mere speculation or fear. The duty of full and fair disclosure is heightened in without-notice applications. The court will scrutinize the decision not to give notice. Simply fearing that the defendant might act is insufficient; there must be a real and immediate risk supported by evidence (e.g., evidence of ongoing transfers, previous asset dissipation, or specific threats). The defendant's prior cooperation in correspondence does not automatically preclude a without-notice application, but it is a relevant factor. The other options either set the threshold too low (mere fear or suspicion) or too high (requiring proof of actual ongoing dissipation or automatic notice in all cases of cooperation).

11. B — The claimant is entitled to enhanced interest and indemnity costs from the end of the relevant period because the judgment exceeded the offer.
Under CPR 36.17(4), where a claimant's judgment is more advantageous than a defendant's Part 36 offer, the court must (unless unjust) order: (a) interest on damages at a rate up to 10% above base rate; (b) costs on the indemnity basis from the date the relevant period expired; (c) interest on those costs at a rate up to 10% above base rate; and (d) an additional amount capped at £75,000. The claimant obtained £2.1 million against an offer of £1.8 million, so the judgment is more advantageous. The fact that the judgment is less than the amount claimed is irrelevant; what matters is whether it beats the Part 36 offer. The relevant period for accepting offers is normally 21 days from the date of the offer. The defendant's offer was made at the end of the relevant period, so enhanced consequences apply from that point. The other options incorrectly suggest that failing to obtain the full claimed amount defeats Part 36 consequences or that the defendant's offer protects them from enhanced costs and interest.

12. A — The court may penalize both parties: the builder for inadequate response and the claimant for premature issue without allowing reasonable time for fuller response.
The Pre-Action Protocol for Construction and Engineering Disputes requires a detailed letter of claim and a detailed response within 28 days (extendable by agreement). The builder's response within 14 days that denied allegations without detail or supporting documents is likely non-compliant. However, the claimant's solicitor should have allowed the full protocol period (28 days or agreed extension) and ideally sought to engage further before issuing proceedings. Issuing immediately after 14 days without allowing the protocol period to run or seeking further engagement may itself be a breach of the protocol's spirit of encouraging pre-action resolution. The court has discretion under CPR 44 to reflect protocol non-compliance in costs orders and may penalize either or both parties. The other options incorrectly place blame solely on one party or overstate the automatic consequences of protocol breaches.

13. D — The court should allow both expert reports but may adjust the weight given to each based on which factual assumptions are proven at trial.
Expert reports are based on assumptions of fact that are identified in the report and are to be determined by the court at trial. When the factual assumptions underpinning an expert's opinion are challenged or contested, the court does not exclude the expert evidence; rather, it determines the facts and then considers the expert opinion in light of the facts as found. Both experts' reports should be admitted. The court will hear evidence on the factual issue (whether the claimant received and had opportunity to review the leaflet) and then determine what weight to give to each expert's opinion based on the facts as found. If the court finds the claimant received the leaflet, the defendant's expert opinion carries more weight; if not, the claimant's expert opinion is more relevant. Excluding expert evidence solely because the factual assumptions are contested would be incorrect. The proper approach is to determine facts first, then apply expert opinion. The other options incorrectly suggest automatic exclusion or requirement for joint reports mid-trial.

14. C — Search readily accessible emails and logs; archived backups and paper records may be excluded on proportionality grounds given cost and claim value.
The duty to conduct a reasonable search depends on proportionality, considering factors including: number of documents involved; nature and complexity of the proceedings; ease and expense of retrieval; and significance of documents likely to be located. Readily accessible electronic documents (emails on servers) should be searched using keyword searches and date filters. System logs in proprietary format costing £15,000 to extract may be reasonable given their potential significance to a data breach claim. However, backup tapes costing £50,000 to restore and 200 boxes of archived paper records are likely disproportionate for a £100,000 claim unless there is specific reason to believe highly significant documents are located there. The claimant should search readily accessible sources and may limit searches of expensive or difficult sources on proportionality grounds, disclosing the limitations in the disclosure statement. The other options either require excessive searches disproportionate to the claim value or unduly limit searches to an extent that would not meet the standard disclosure obligation.

15. B — The defendant must conduct a reasonable search, which may be limited by proportionality considerations including cost, and should prioritise the UK server where key emails are likely located.
Standard disclosure requires a reasonable search for documents that fall within the categories in CPR 31.6. A reasonable search is assessed by reference to proportionality factors including the number of documents involved, the nature and complexity of the proceedings, the ease and expense of retrieval, and the significance of documents likely to be found. Here, searching the UK server for the alleged crucial emails is clearly reasonable and proportionate at £8,000 for a £200,000 claim. However, the £150,000 comprehensive search would be disproportionate. The defendant can justify limiting the search on cost grounds while ensuring key document sources are covered. Distractor 1 wrongly suggests all documents must be searched regardless of cost. Distractor 2 incorrectly applies a foreign jurisdiction's standard. Distractor 3 wrongly assumes privilege allows non-disclosure of relevant documents. Distractor 4 misunderstands timing - disclosure obligations arise at case management, not only pre-trial.

16. A — The court may strike out the defence, impose substantial adverse costs orders, and draw adverse inferences; the defendant's solicitor faces potential disciplinary proceedings for a false disclosure statement.
Deliberate non-disclosure of documents that adversely affect a party's case is a serious breach of disclosure obligations and potentially a contempt of court. The disclosure statement is verified by a statement of truth, making deliberate omission or false certification a grave matter. Sanctions can include striking out the defence

under CPR 3.4, adverse costs orders on an indemnity basis, adverse inferences about the concealed evidence, and inability to rely on the document or related evidence. The solicitor's conduct may also breach SRA principles and lead to disciplinary proceedings. Here, the report directly contradicts the defence and was deliberately withheld - this is not mere carelessness but deliberate misconduct warranting severe sanctions. Distractor 1 understates the seriousness by treating this as simple late disclosure. Distractor 2 wrongly suggests no sanctions without proof of bad faith, but the facts show deliberate concealment. Distractor 3 incorrectly limits consequences to the solicitor personally. Distractor 4 wrongly treats deliberate and careless failures as equivalent.

17. D — Whether there is a serious issue to be tried on the confidentiality claim, whether damages would adequately compensate the company for ongoing client losses, and whether the balance of convenience favours granting relief given the risk of further harm.
The test for interim injunctions derives from American Cyanamid: (1) is there a serious question to be tried (a low threshold); (2) would damages be an adequate remedy for the claimant; (3) does the balance of convenience favour granting or refusing relief; and (4) are there any other special factors. Here, there is clearly a serious issue regarding breach of confidence and restrictive covenants. Damages may be inadequate because continuing client losses are difficult to quantify precisely and the harm is ongoing. The balance of convenience considers both parties' interests - the company faces continuing business damage while the defendant's livelihood concerns can be addressed through careful drafting of the injunction terms. The court will also require an undertaking in damages from the company. Distractor 1 wrongly requires proof on the merits rather than just a serious issue. Distractor 2 confuses the threshold test with final determination. Distractor 3 wrongly prioritises the defendant's livelihood over properly applying the legal test. Distractor 4 incorrectly suggests damages are always adequate in commercial cases.

18. C — The application should be refused due to the material non-disclosure of the cross-debt, and the company may face adverse costs consequences for breach of its duty of full and frank disclosure.
Freezing orders require (1) a good arguable case, (2) real risk of dissipation of assets to frustrate judgment, and (3) full and frank disclosure of all material facts. The duty of full disclosure is particularly stringent in without-notice applications where the respondent cannot present their case. Material facts include anything that might influence the court's decision, including facts adverse to the applicant. Here, the £600,000 cross-debt is highly material as it affects the net position and the distributor's legitimate reasons for moving assets. The failure to disclose this, especially when the distributor has requested payment, is a serious breach. Courts may refuse the order or discharge it and impose costs sanctions even where there is a good underlying claim and evidence of dissipation. The duty is on the applicant and their legal advisors to make full disclosure. Distractor 1 wrongly assumes the order should be granted despite non-disclosure. Distractor 2 incorrectly suggests cross-debts are not material. Distractor 3 wrongly places the disclosure burden on the respondent. Distractor 4 incorrectly treats partial disclosure as sufficient.

19. B — Summary judgment should be refused as the defendant has raised a real prospect of success by challenging the enforceability of the exclusion clause, and there is a compelling reason for trial where factual disputes exist.
Under CPR Part 24, summary judgment is appropriate only where the responding party has no real prospect of success and there is no other compelling reason for a trial. 'No real prospect' means the case is bound to fail, not merely that it is improbable. Here, the defendant has raised an arguable defence regarding the exclusion clause - such clauses may be challengeable under UCTA 1977 or as unreasonable contract terms, particularly where defects are significant. The defendant has some supporting evidence (photographs,

engineer's report) and the factual question of whether defects were apparent on delivery requires witness evidence. The court should be cautious about striking out defences on summary judgment where there are factual disputes requiring trial. The existence of a contractual clause does not automatically defeat the defence if its enforceability or interpretation is in genuine dispute. Distractor 1 wrongly treats the contractual clause as conclusive without considering challenges to it. Distractor 2 misapplies the test by requiring the defendant to prove their case rather than show a real prospect. Distractor 3 incorrectly suggests summary judgment requires bad faith. Distractor 4 wrongly allows summary judgment on the claim while permitting the counterclaim, creating inconsistency.

20. A — The claimant will recover costs up to the end of the relevant period, but must pay the defendant's costs from that date, as the judgment is not more advantageous than the Part 36 offer.
Under CPR Part 36, if a claimant fails to obtain a judgment more advantageous than a defendant's Part 36 offer, the claimant will be liable for costs from the end of the relevant period (21 days after the offer, unless otherwise stated). 'More advantageous' is assessed by comparing the judgment with the offer - here £135,000 is less than the £140,000 offered, so the claimant has failed to beat the offer. The usual order is that the claimant recovers their costs up to the end of the relevant period, but must pay the defendant's costs from that date onwards. This includes the costs of preparation for and attendance at trial. The rule applies even if the claimant has succeeded in the claim overall, as the purpose is to encourage realistic settlement. The claimant cannot avoid this consequence by arguing they reasonably believed the claim was worth more. Distractor 1 wrongly suggests the claimant gets all costs despite not beating the offer. Distractor 2 incorrectly treats the offers as equivalent when one is higher. Distractor 3 wrongly applies a reasonableness test that doesn't exist in Part 36. Distractor 4 incorrectly suggests costs consequences only apply if offers are rejected in bad faith.

21. D — The advice is questionable because Calderbank offers lack the automatic costs protection of Part 36 and rely on the court's discretion, which creates greater uncertainty for the client.
Part 36 offers provide specified automatic costs consequences if not beaten at trial - principally that the offeror recovers costs from the end of the relevant period, and in the case of a claimant's offer that is beaten, enhanced interest and indemnity costs. Calderbank offers are 'without prejudice save as to costs' communications that the court may consider when exercising its general discretion on costs under CPR 44.2, but they do not carry automatic consequences. The court considers whether it was reasonable to refuse the offer and all circumstances of the case. Here, where the claimant faces significant costs risk (£450,000) and evidential uncertainty, the automatic protection of Part 36 would be valuable if the claimant makes a reasonable offer that the defendant refuses and the claimant then beats at trial. Making a Calderbank offer instead leaves the costs outcome to judicial discretion, creating more uncertainty. While Calderbank offers provide some flexibility (e.g., on form and content), this comes at the cost of predictability. The solicitor's advice prioritises flexibility over the client's interest in costs protection. Distractor 1 wrongly suggests Calderbank offers carry equal weight. Distractor 2 incorrectly states they cannot be considered. Distractor 3 wrongly claims they provide better protection. Distractor 4 misstates the tactical advantage.

22. C — The court is likely to impose relief from sanctions if the claimant can demonstrate good reason for the delay, but may impose an adverse costs order for the late filing.
Under CPR 3.14, if a party fails to file a costs budget, the court may impose sanctions, and the party will be treated as having filed a budget comprising only applicable court fees unless relief from sanctions is granted. The court applies the three-stage test from Denton v TH White Ltd: (1) assess the seriousness and significance of the breach; (2) consider why the default occurred; (3) evaluate all circumstances including the need for litigation to be conducted efficiently and at proportionate cost, and to enforce compliance with rules.

Here, a four-day delay in a substantial multi-track case is relatively minor, though any breach of court orders is serious. The reason (counsel's illness) is a good explanation. The defendants received the budget before the hearing, limiting prejudice. The budget itself is not disproportionate. The court is likely to grant relief from sanctions on these facts, particularly given that denying relief would produce a windfall for the defendants wholly disproportionate to the breach. However, the court may mark its disapproval by imposing a costs sanction for the breach. Distractor 1 incorrectly applies the automatic sanction without considering relief. Distractor 2 wrongly suggests no consequences for breach. Distractor 3 misstates the test by focusing only on prejudice. Distractor 4 wrongly suggests the proportionality of the budget itself is determinative.

23. B — The solicitor should advise the client to comply with the pre-action protocol, including sending a detailed letter of claim, considering ADR options, and obtaining forensic evidence before issuing proceedings.
Pre-action protocols and the Practice Direction on Pre-Action Conduct and Protocols require parties to exchange sufficient information to understand each other's position, narrow issues, and attempt settlement before issuing proceedings. The court can impose sanctions for non-compliance including adverse costs orders and staying proceedings. Best practice requires: (1) identifying the legal basis and factual allegations; (2) providing key documents; (3) giving reasonable time for response; (4) seriously considering ADR; and (5) ensuring the client understands costs and risks. Here, the merits assessment shows reasonable prospects but quantification is unclear - it would be premature to issue without forensic evidence. The client should send a detailed letter of claim, allow time for response, and genuinely consider mediation or other ADR before committing to litigation costs of £95,000. The client's anger does not justify bypassing protocol steps. While limitation (six years for breach of contract/misappropriation) is not immediately pressing, this does not excuse protocol non-compliance. The solicitor must advise on procedural requirements and costs risks, not just follow client instructions to issue immediately. Distractor 1 wrongly prioritises immediate issue over protocol compliance. Distractor 2 incorrectly treats ADR as entirely optional. Distractor 3 wrongly focuses solely on limitation concerns. Distractor 4 misstates the protocol requirements.

24. A — The solicitor should advise that there is sufficient time to complete pre-action protocol steps before the limitation period expires, but should monitor the deadline and be prepared to issue protective proceedings if necessary.
The limitation period for negligence claims is generally six years from the date when the cause of action accrued (here, when the negligent report was provided) or three years from the date of knowledge in personal injury cases. Here, the report was provided three years and nine months ago, leaving approximately two years and three months before limitation expires. Pre-action protocols expect reasonable compliance but expressly recognise that parties may need to issue proceedings to protect their position on limitation. The court will not normally penalise a party for issuing proceedings close to a limitation deadline if they have otherwise attempted to comply with the protocol. However, parties should not use limitation as an excuse to bypass protocols entirely if there is time to comply. Here, there is substantial time (over two years) to complete protocol steps - sending a detailed letter of claim, obtaining expert evidence on the defects, allowing the surveyor reasonable time to respond and investigate, and attempting ADR. The solicitor should advise compliance with the protocol but keep the limitation deadline under review and be prepared to issue protective proceedings if negotiations are still ongoing with less than a few months remaining. Distractor 1 wrongly advises immediate issue when there is ample time. Distractor 2 incorrectly suggests limitation justifies bypassing protocols entirely. Distractor 3 wrongly calculates limitation from discovery rather than the negligent act. Distractor 4 misunderstands the relationship between protocols and limitation.

25. D — A quia timet injunction may be granted if the residents demonstrate a strong probability of future actionable harm and that damages would be inadequate.
A quia timet injunction is available to restrain anticipated wrongs before they occur, requiring proof of a strong probability of future harm and inadequacy of damages. Distractor1 incorrectly applies the test for prohibitory injunctions restraining ongoing conduct. Distractor2 wrongly requires actual harm to have occurred, negating the anticipatory nature of quia timet relief. Distractor3 misstates the threshold as balance of convenience alone, omitting the probability-of-harm requirement. Distractor4 incorrectly suggests mandatory injunctions requiring higher thresholds apply to this preventative scenario.

26. C — The offer fails to constitute a genuine attempt to settle and may be disregarded by the court when considering costs.
A Part 36 offer must constitute a genuine attempt to settle the dispute. An offer of £2,500 against a claim valued at £85,000 with strong liability is likely tactical rather than genuine and may be disregarded for costs purposes. Distractor1 incorrectly suggests formal compliance alone suffices. Distractor2 wrongly treats any offer as genuine regardless of quantum. Distractor3 misstates the timing requirement. Distractor4 incorrectly applies a percentage threshold not found in the rules.

27. B — The solicitor has breached professional obligations by overstating case strength without sufficient evidence of key documents or witness reliability.
Solicitors must not overstate the strength of a client's case without clear evidence, including key documents and reliable witness testimony. Advising a case is 'almost certain to succeed' without expert evidence or complete records breaches SRA Principles requiring honesty and proper client service. Distractor1 wrongly permits overstatement with a caveat. Distractor2 incorrectly treats preliminary advice as exempt. Distractor3 misstates the standard as contingent on fee arrangements. Distractor4 wrongly suggests eagerness justifies overstating prospects.

28. A — The firm has failed to comply with electronic bundle requirements, risking adjournment and costs sanctions.
Electronic bundles for remote hearings must comply with specific court protocols, including hyperlinks, bookmarks, and page limits. Exceeding the page limit without permission and omitting required navigation features breaches the court's timetable and e-bundle requirements, exposing the firm to adjournment and wasted costs orders. Distractor1 wrongly treats PDF format as sufficient. Distractor2 misstates the deadline. Distractor3 incorrectly applies paper-bundle rules. Distractor4 wrongly shifts responsibility to the court.

29. D — The defendant has control over subsidiary documents and those from its former employee-agent and must disclose them.
Control for disclosure purposes extends beyond ownership to documents a party can obtain from subsidiaries, employees, and agents. The defendant can access subsidiary documents through its finance director and has a right to possession of records created by its employee during the scope of employment. Distractor1 wrongly limits control to physical possession. Distractor2 incorrectly treats subsidiaries as beyond reach. Distractor3 misstates the test as ownership. Distractor4 wrongly requires a formal request first.

30. C — The court is likely to discharge the freezing order because the claimant failed to disclose a material adverse fact.
Applicants for freezing orders owe a duty of full and frank disclosure, including material facts adverse to their case. The outstanding judgment debt is material because it affects the claimant's credibility and suggests the defendant may have a cross-claim or set-off. Non-disclosure risks discharge of the order regardless of the

underlying merits. Distractor1 wrongly treats the fact as immaterial. Distractor2 incorrectly limits disclosure to factual disputes. Distractor3 misstates the remedy. Distractor4 wrongly suggests no sanctions follow.

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