SOLICITORS QUALIFYING EXAMINATION (SQE) STAGE 1 FUNCTIONING LEGAL KNOWLEDGE (FLK) 1 PRACTICE TEST (SAMPLE)

STUDY GUIDE



SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

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How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

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Questions

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1. Which term is a right to use another person's land for a specific purpose, such as a right of way?

A. A temporary license to use land.

B. An ownership interest in land.

C. A type of lease.

D. Easement.

2. Under the Companies Act 2006, how can a company limit its objects?

A. By including a special clause in the Memorandum.

B. By filing a special resolution with the registrar.

C. By choosing to limit its objects.

D. By changing the company name.

3. What is vicarious liability?

A. An employee is liable for their own torts regardless of employment.

B. Vicarious liability is only for contract, not tort.

C. Vicarious liability holds an employer liable for torts committed by employees in the course of employment.

D. Vicarious liability requires joint liability with the employee.

4. What is the difference between murder and manslaughter?

A. Murder requires malice aforethought and intent to kill or cause serious harm; manslaughter lacks that MR due to diminished responsibility, heat of passion, or negligence.

B. Murder is a lesser crime than manslaughter.

C. Manslaughter requires premeditation.

D. Murder can be committed without any mental state.

5. In a default judgment, which statement best describes a procedural judgment?

A. It considers both liability and quantum.

B. It is a remedy granted to the defendant.

C. It halts the proceedings.

D. It is a procedural judgment in favour of the claimant and does not consider the merits.

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6. In occupier's liability, what factors determine the standard of care?

A. Type of building and owner's wealth.

B. Visitor category and foreseeability of harm.

C. Whether the occupier had insurance.

D. The location of premises.

7. Which mental state is required for murder but not for manslaughter?

A. Malice aforethought.

B. Recklessness only.

C. Absence of MR (lack of intention).

D. Strict liability.

8. What is the standard of proof in civil cases?

A. Beyond reasonable doubt

B. Clear and convincing evidence

C. Balance of probabilities

D. Preponderance of the evidence

9. What is the minimum notice period for a general meeting?

A. 21 clear days

B. 14 clear days

C. 7 clear days

D. 28 clear days

10. Distinguish express terms from implied terms; how are statutory implied terms created (e.g., under SGA/CRA)?

A. Express terms are stated; implied terms are only created by courts, not by statute.

B. Express terms are stated; implied terms fill gaps by statute or common law; statutory implied terms include fitness for purpose and satisfactory quality under SGA/CRA.

C. Express terms are more important than implied terms.

D. Implied terms can never be created by statute.

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Answers

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1. D
2. C
3. C
4. A
5. D
6. B
7. A
8. C
9. B
10. B

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Explanations

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1. Which term is a right to use another person's land for a specific purpose, such as a right of way?

A. A temporary license to use land.

B. An ownership interest in land.

C. A type of lease.

D. Easement.

A right to use someone else's land for a specific purpose is an easement. An easement is a non-possessory interest in land that gives you the right to use the land for a defined purpose—like a right of way to pass across another person's property—without owning or occupying it. It stays with the land and can bind future owners, which is why it's useful for long-term arrangements. Why not a license? A license is simply permission to use land and can be revoked or withdrawn; it does not create an enduring interest or run with the land. It's more temporary and personal to the grantor, not attached to the land itself. Why not an ownership interest or a lease? Ownership would grant possession and control of the land, not just a use. A lease provides exclusive possession for a term (often with rent) and again involves possession and a contract, not a perpetual, non-possessory right to use the land. Easements can be created in various ways (by explicit grant, by necessity, by implication, or by prescription) and are typically appurtenant to the dominant land, benefiting its use, or in gross if they benefit a person or entity instead of a parcel of land. This combination of non-possessory use, durability, and potential to bind successors is what makes an easement the correct concept for a right of way.

2. Under the Companies Act 2006, how can a company limit its objects?

A. By including a special clause in the Memorandum.

B. By filing a special resolution with the registrar.

C. By choosing to limit its objects.

D. By changing the company name.

The key idea is that a company's powers come from its objects as stated in the memorandum. If the memorandum has no restrictions, the company can pursue a broad range of activities; to narrow that scope, the company must decide to define its objects. In practice, that means choosing to limit its objects by including an objects clause in the memorandum (whether when the company is formed or by amending the memorandum later). This defines exactly what the company is allowed to do and keeps its actions within that defined scope, with acts outside it being ultra vires. The other options aren't the mechanism for restricting objects: filing a special resolution with the registrar alone doesn't by itself limit the range of activities unless it results in a memorandum amendment, and changing the company name has no effect on the objects or the scope of powers.

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3. What is vicarious liability?

A. An employee is liable for their own torts regardless of employment.

B. Vicarious liability is only for contract, not tort.

C. Vicarious liability holds an employer liable for torts committed by employees in the course of employment.

D. Vicarious liability requires joint liability with the employee.

Vicarious liability is the rule that an employer can be held responsible for harm caused by an employee when the employee is acting within the course of their employment. This reflects the relationship of control and benefit: the employer benefits from the employee's work and should bear the risk of torts that arise from that work. The crucial point is the act is connected to the employment and performed while carrying out duties or something closely related to them. If the employee acts entirely on a private purpose or outside the scope of their job (a frolic, not connected to work), the employer is usually not liable. For example, a driver who injures a pedestrian while delivering goods is typically within the scope of employment, so the employer can be liable. The statements that are not correct either describe the employee as always liable regardless of employment, misstate that the concept only applies to contract rather than tort, or require joint liability in all cases; none capture the essence that liability arises from the employment relationship when the wrongful act is connected to the work.

4. What is the difference between murder and manslaughter?

A. Murder requires malice aforethought and intent to kill or cause serious harm; manslaughter lacks that MR due to diminished responsibility, heat of passion, or negligence.

B. Murder is a lesser crime than manslaughter.

C. Manslaughter requires premeditation.

D. Murder can be committed without any mental state.

The key idea is the mental state (mens rea) behind the act. Murder requires malice aforethought—a real intent to kill or to cause serious harm, or at least a very high level of recklessness toward human life. Manslaughter covers killings where that high level of intent isn't present or is mitigated. In voluntary manslaughter, the killer acts in the heat of passion or has diminished responsibility due to a mental condition, reducing culpability. In involuntary manslaughter, there is no intent to kill, but the death results from gross negligence or reckless behavior. So, murder is charged when the killer had the required intent or a extreme disregard for life; manslaughter reflects reduced culpability due to mitigating factors like heat of passion, diminished responsibility, or negligence. For example, planning to kill fits murder; killing in the heat of anger or due to a mental disorder fits voluntary manslaughter; a death caused by gross negligence fits involuntary manslaughter.

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5. In a default judgment, which statement best describes a procedural judgment?

A. It considers both liability and quantum.

B. It is a remedy granted to the defendant.

C. It halts the proceedings.

D. It is a procedural judgment in favour of the claimant and does not consider the merits.

The main idea is that a default judgment is a procedural ruling that arises because the defendant failed to engage with the claim. The court does not revisit or fully weigh the claim on its merits; instead, it resolves the claim in favor of the claimant based on the claimant's case as presented in the claim form and particulars of claim. The remedy awarded goes to the claimant, not the defendant, and the decision is about processing the case—not a full merits trial. The claimant can still seek to enforce the judgment, and the defendant can apply to set aside the judgment if there's a good reason to defend the claim, which shows the decision isn't a final merits determination.

6. In occupier's liability, what factors determine the standard of care?

A. Type of building and owner's wealth.

B. Visitor category and foreseeability of harm.

C. Whether the occupier had insurance.

D. The location of premises.

The level of care an occupier must show is shaped by who is on the premises and how likely harm is to occur. For lawful visitors, the occupier must take reasonable care to keep them safe, and what's reasonable depends on the visitor's status (for example, adults, children, or other classes of visitors) and the particular risks present. How foreseeable the harm is also matters: if a danger is obvious or the risk is low, the precautions required may be smaller; if a danger is serious and foreseeable, more steps are expected. This combination—the visitor category and the foreseeability of harm—determines the standard of care the occupier must meet. The other options don't affect the standard of care. The type of building or the owner's wealth, whether the occupier has insurance, or the location of the premises do not set what a reasonable occupier must do in the circumstances.

7. Which mental state is required for murder but not for manslaughter?

A. Malice aforethought.

B. Recklessness only.

C. Absence of MR (lack of intention).

D. Strict liability.

Malice aforethought is the mental state that marks murder. It means that the offender either intends to kill or intends to cause serious bodily harm (an express or implied intent). That deliberate or highly culpable mindset is what elevates the act to murder rather than a lesser homicide. Manslaughter, by contrast, occurs without that level of intent. A death caused without planning to kill or to inflict serious harm—such as in cases of provocation, diminished responsibility, or gross negligence—falls short of malice aforethought and is charged as manslaughter instead. The other options don't fit because recklessness alone isn't enough to establish the required intent for murder in many systems, and lack of mens rea or strict liability would not capture the intentional, purposeful mindset that malice aforethought describes.

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8. What is the standard of proof in civil cases?

A. Beyond reasonable doubt

B. Clear and convincing evidence

C. Balance of probabilities

D. Preponderance of the evidence

In civil cases the claim is proven if the evidence shows it is more likely true than not. This is known as the balance of probabilities: if the probability that the claim is true is greater than 50%, the claimant wins. You don't have to prove something beyond doubt, just more likely than not. This differs from criminal cases, where the standard is beyond reasonable doubt, a much higher threshold. A higher civil threshold like clear and convincing evidence exists in some specific contexts, but the default civil standard is simply tipping the scales in favor of the claim. In practice, if the evidence barely tips toward one side, that side wins.

9. What is the minimum notice period for a general meeting?

A. 21 clear days

B. 14 clear days

C. 7 clear days

D. 28 clear days

The minimum notice period for a general meeting is 14 clear days. This comes from the rule that members must be given not less than 14 clear days' notice before a general meeting. "Clear days" means you don't count the day the notice is issued or the day of the meeting; the counting starts the day after the notice is issued and ends the day before the meeting. The notice must include where and when the meeting will be, and the general nature of the business to be discussed. The annual general meeting, by contrast, usually requires 21 clear days, so 14 is the specific minimum for a general meeting. The other options are longer (or shorter than the statutory minimum for a general meeting) and may apply only in different circumstances or by company articles.

10. Distinguish express terms from implied terms; how are statutory implied terms created (e.g., under SGA/CRA)?

A. Express terms are stated; implied terms are only created by courts, not by statute.

B. Express terms are stated; implied terms fill gaps by statute or common law; statutory implied terms include fitness for purpose and satisfactory quality under SGA/CRA.

C. Express terms are more important than implied terms.

D. Implied terms can never be created by statute.

Express terms are the promises the parties actually write into the contract. Implied terms aren't written down but are read into the contract by law to fill gaps or reflect what the law presumes the parties intend in order for the contract to work properly. Statutory implied terms are created by statute, not by the courts alone. Parliament enacts provisions that automatically insert certain terms into contracts in specific contexts. For the sale of goods, statutes like the Sale of Goods Act and the Consumer Rights Act set out implied terms that the goods must be of satisfactory quality and fit for purpose, even if the contract says nothing about those qualities. These terms apply by operation of law and provide remedies when they're broken, alongside any express terms in the contract.

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Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

https://sqe1flk1.examzify.com

We wish you the very best on your exam journey. You've got this!

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