SQE2 DRAFTING PRACTICE EXAM (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 aspect is crucial for a landlord in connection to the rent review clause?**

   A. Ensuring the property is newly refurbished

   B. Proving the tenant's compliance with lease obligations

   C. Offering multiple properties for rent

   D. Negotiating lease terms with potential new tenants

2. **Who are the necessary parties to a deed of variation?**

   A. Original beneficiary and executor only

   B. New beneficiary and tenant

   C. Original beneficiary, new beneficiary, and executors

   D. Only the landlord and tenant

3. **Where does a solicitor sign and date the particulars of claim?**

   A. At the bottom of the claim for damages

   B. Underneath the claim for interest

   C. At the top of the claim document

   D. On page four of the claims form

4. **What is meant by 'restitution' in contract law?**

   A. A measure of damages based on lost profits

   B. A remedy to restore the injured party to their original position

   C. A method of compensating for emotional distress

   D. A process of negotiating a settlement

5. **Which provision allows for the challenging of hearsay evidence based on reliability?**

   A. Section 114(2)(e)

   B. Section 114(2)(f)

   C. Section 114(2)(g)

   D. Section 114(2)(h)

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6. Which clause explicitly allows for the appointment of joint guardians in a will?

A. Guardians must be blood relatives of the child

B. Jointly appointed guardians are subject to terms

C. Guardians may be any adult regardless of relationship

D. If one dies, the other automatically takes over

7. What is the landlord required to do regarding insurance as per the drafted clause?

A. Keep the property insured against vandalism

B. Keep the property insured against loss or damage by insured risks

C. Maintain a lower insurance for the property

D. Use insurance funds solely for property upgrades

8. What wording is appropriate for drafting a resolution to approve a significant transaction?

A. A statement of intent to research transactions

B. A proposal for future transactions

C. A resolution detailing the approval of a transaction

D. A general consent to all transactions

9. What is the 'statute of limitations' in contract law?

A. A timeframe for filing lawsuits after a breach occurs

B. A legal requirement for drafting contracts

C. A set duration for contract negotiations

D. A guideline for determining damages

10. What is a common type of restriction included in a shareholders' agreement?

A. Regulations on employee bonuses

B. Clauses against competing with the company's business

C. Specifications for office equipment

D. Requirements for employee retirement funds

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Answers

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

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Explanations

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1. Which aspect is crucial for a landlord in connection to the rent review clause?

A. Ensuring the property is newly refurbished

B. Proving the tenant's compliance with lease obligations

C. Offering multiple properties for rent

D. Negotiating lease terms with potential new tenants

The crucial aspect for a landlord in connection to the rent review clause is proving the tenant's compliance with lease obligations. This is important because the terms of the rent review are often contingent on the condition and use of the property as stated in the lease. If a tenant is compliant with their lease obligations, including payment of rent and maintenance of the property, it provides a solid foundation for justifying any proposed rent increase. This ensures that the landlord can substantiate their position during the review process and that they are adhering to any regulatory or contractual standards that may influence the rent adjustment. In contrast, while having a newly refurbished property, offering multiple properties, or negotiating with potential new tenants might be relevant to the broader context of property management or tenant attraction, these factors do not directly impact the landlord's ability to navigate the rent review clause effectively. The focus here is specifically on the existing tenant's adherence to their agreed-upon lease terms, which can influence the outcomes of rent reviews and the landlord's ability to secure fair market rent increases.

2. Who are the necessary parties to a deed of variation?

A. Original beneficiary and executor only

B. New beneficiary and tenant

C. Original beneficiary, new beneficiary, and executors

D. Only the landlord and tenant

In the context of a deed of variation, it is essential to include all parties who have a legal interest in the agreement or are affected by it. A deed of variation typically involves changes to a will or a trust, which necessitates the involvement of those who are currently beneficiaries, as well as fiduciaries such as executors, who manage the estate or trust. Including the original beneficiary ensures that their rights and interests are considered in the modification. The new beneficiary must be included in a deed of variation if they are receiving a benefit as a result of the changes. Executors are also necessary parties since they are responsible for administering the estate; their agreement is required to validate the updated arrangement and ensure it aligns with their duties. This inclusion of the original beneficiary, new beneficiary, and executors in the deed of variation ensures that all affected parties have acknowledged and consented to the changes, which is critical for the enforceability of the deed.

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3. Where does a solicitor sign and date the particulars of claim?

A. At the bottom of the claim for damages

B. Underneath the claim for interest

C. At the top of the claim document

D. On page four of the claims form

The particulars of claim is a crucial document in civil procedure, particularly in the context of initiating a claim in court. The solicitor's signature and date are important as they authenticate the document and affirm that the information provided is accurate to the best of their knowledge. When considering the positioning of the solicitor's signature, it is important to recognize that this signature typically appears at the end of the document rather than at the top. Specifically, signing underneath the claim for interest indicates that the solicitor acknowledges and verifies all the content, including the claim for interest, which is usually presented as part of the particulars of claim. This placement at the bottom or near the conclusion signifies that the solicitor has reviewed the entire claim before endorsing it. The other options suggest placements that do not conform to standard legal practice, where the signature is expected to be positioned at the conclusion of the document. The focus on where the solicitor signs reflects the importance of clarity and order in legal documents to ensure all parties involved understand where the solicitor's formal endorsement appears.

4. What is meant by 'restitution' in contract law?

A. A measure of damages based on lost profits

B. A remedy to restore the injured party to their original position

C. A method of compensating for emotional distress

D. A process of negotiating a settlement

Restitution in contract law refers specifically to a remedy aimed at restoring the injured party to their original position prior to the contract being formed. This concept is crucial as it focuses on the idea that one party should not be unjustly enriched at the expense of another. If a contract is breached or becomes unenforceable, restitution ensures that the party who has received a benefit compensates the other party to the extent of that benefit. This aligns with the goal of fairness, ensuring that the aggrieved party does not suffer a loss without remedy. In contrast, the other options reference different aspects of legal remedies or negotiation techniques that do not capture the essence of restitution. For example, lost profits relate to a different form of damages calculation, while emotional distress addresses non-economic harms that cannot be compensated through restitution. Lastly, negotiating a settlement pertains to a process of discussion and agreement rather than a legal remedy focused on restoration of the prior state.

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5. Which provision allows for the challenging of hearsay evidence based on reliability?

A. Section 114(2)(e)

B. Section 114(2)(f)

C. Section 114(2)(g)

D. Section 114(2)(h)

The provision that allows for challenging hearsay evidence based on its reliability is Section 114(2)(e). This section is designed to provide a framework for evaluating the admissibility of hearsay evidence in legal proceedings, specifically factors that relate to the reliability of such evidence. Section 114(2)(e) highlights that hearsay can be admitted if it is demonstrated to be reliable, directing the court to consider various aspects including the circumstances under which the statement was made. This revolves around the notion that if a statement shows sufficient indicia of reliability, it may overcome the general prohibition on hearsay, which is primarily aimed at untested and potentially unreliable evidence. In contrast, other provisions in Section 114(2) focus on different grounds for the admissibility of hearsay or specific types of hearsay evidence rather than the overarching reliability principle that Section 114(2)(e) embodies. This specific focus on reliability as a basis for challenging hearsay ensures that the courts can admit evidence that, despite being hearsay, can be considered trustworthy enough for judicial consideration. Thus, the emphasis on reliability in this context is crucial for maintaining the integrity of the evidence being presented.

6. Which clause explicitly allows for the appointment of joint guardians in a will?

A. Guardians must be blood relatives of the child

B. Jointly appointed guardians are subject to terms

C. Guardians may be any adult regardless of relationship

D. If one dies, the other automatically takes over

The clause that explicitly allows for the appointment of joint guardians in a will is one that addresses the continuity of guardianship after the death of one guardian, which directly relates to the option stating that if one dies, the other automatically takes over. This provision ensures that the appointed guardianship is effectively structured to provide ongoing care for the child without requiring additional legal measures or the appointment of a new guardian, thereby simplifying the transition in guardianship and ensuring the child's welfare remains the priority. This kind of continuity clause provides stability and reassurance to both the guardians and the child, as it clarifies the expectation for guardianship to persist seamlessly. Other options may discuss various aspects of guardianship without directly implying the joint nature of the appointment or the mechanisms for transitioning guardianship upon the death of one party.

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7. What is the landlord required to do regarding insurance as per the drafted clause?

A. Keep the property insured against vandalism

B. Keep the property insured against loss or damage by insured risks

C. Maintain a lower insurance for the property

D. Use insurance funds solely for property upgrades

The landlord is required to keep the property insured against loss or damage by insured risks, which encompasses a broad range of potential threats to the property, such as fire, water damage, and other events specified in the insurance policy. This obligation helps ensure that the property remains protected and that any potential financial losses or liabilities resulting from these insured risks can be covered. Insuring against loss or damage is fundamental in property management, as it mitigates the risk associated with unforeseen disasters that could result in significant loss of value or operational disruption. The requirement serves as a safeguard for both the landlord and tenants, as it protects the property and ensures that there are resources available for repairs and restoration in the event of damage. Options that suggest specific types of coverage, such as vandalism or a lower level of insurance, do not capture the broader requirement for comprehensive coverage against various risks. Similarly, using insurance funds solely for upgrades does not align with the primary purpose of property insurance, which is to restore the property to its original condition after an insured event rather than to improve it without regard to damage or risk exposure. Hence, the correct choice reflects the landlord's obligation to maintain a comprehensive insurance policy that covers a wide range of insured risks, ensuring proper protection of the

8. What wording is appropriate for drafting a resolution to approve a significant transaction?

A. A statement of intent to research transactions

B. A proposal for future transactions

C. A resolution detailing the approval of a transaction

D. A general consent to all transactions

When drafting a resolution to approve a significant transaction, the most appropriate wording is one that clearly states the approval of a specific transaction. A resolution detailing the approval of a transaction captures the necessary formal language and specificity required in such documents, ensuring that the decision-making body acknowledges and formally agrees to the terms of the transaction. This clear articulation is critical because it provides a documented record of the decision that can be referenced in the future and establishes the authority of the individuals involved to proceed with the transaction. It emphasizes the commitment to that specific action rather than suggesting a general intent or future possibilities, which could lead to ambiguity about the actual mandate being authorized. In contrast, other options lack the necessary specificity or formality. A statement of intent to research transactions does not provide approval but merely indicates a desire to investigate. A proposal for future transactions does not constitute an actual decision, leaving any commitments unclear. A general consent to all transactions could lead to confusion or unintended consequences, as it does not address the particulars of any significant transaction, potentially exposing the organization to greater risk or liability. Therefore, the resolution detailing the approval of a transaction effectively covers the need for formality, clarity, and specificity in decision-making for significant dealings.

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9. What is the 'statute of limitations' in contract law?

A. A timeframe for filing lawsuits after a breach occurs

B. A legal requirement for drafting contracts

C. A set duration for contract negotiations

D. A guideline for determining damages

The statute of limitations in contract law refers to the specific timeframe within which a party must file a lawsuit after a breach of contract occurs. This time limit is crucial as it establishes the period during which legal actions can be initiated to seek remedies for a breach. If a party fails to file within this timeframe, they typically forfeit their right to sue, underscoring the importance of being aware of these deadlines. Other options do not accurately capture the essence of the statute of limitations. For instance, while legal requirements for drafting contracts are important, they do not pertain specifically to the timing of lawsuits following breaches. Similarly, a set duration for contract negotiations is unrelated to the enforcement of contractual rights after a breach. Lastly, a guideline for determining damages relates to the calculation of losses and not to the timeframe for initiating legal actions. Thus, option A accurately encapsulates the function and significance of the statute of limitations in contract law.

10. What is a common type of restriction included in a shareholders' agreement?

A. Regulations on employee bonuses

B. Clauses against competing with the company's business

C. Specifications for office equipment

D. Requirements for employee retirement funds

A common type of restriction included in a shareholders' agreement is indeed the clauses against competing with the company's business. These clauses, often referred to as non-compete clauses, are designed to protect the interests of the company and its shareholders by preventing individuals from engaging in business activities that directly compete with the company's operations. This is important because it helps maintain the company's market position and ensures that confidential information, which could be leveraged by competitors, is safeguarded. The presence of such clauses is significant, as it fosters a collaborative environment among shareholders, ensuring that they are all aligned in their goals and not undermining each other's stake in the company. It ultimately contributes to the stability and success of the business, creating a framework where shareholders can work together without the fear of direct competition undermining their collective progress. Other options like regulations on employee bonuses or specifications for office equipment do not typically fit the context or purpose of a shareholders' agreement, which focuses on the relationships and responsibilities among shareholders rather than operational or employee matters. Requirements related to employee retirement funds also fall outside the scope of shareholder agreements, as they are more concerned with employee benefits and compliance with labor laws rather than shareholder interests.

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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://sqe2drafting.examzify.com

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

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