

# 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.

# 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!

## Questions

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- 1. Acceptance is effective under contract law when it is unequivocal and communicated to the offeror. Which of the following statements correctly reflects this rule?**
- A. Acceptance must be unequivocal and communicated to the offeror.
  - B. Acceptance can be inferred from silence.
  - C. Acceptance is effective only when the offeror receives it.
  - D. Silence constitutes acceptance if the offer defines silence as acceptance.
- 2. What does the phrase 'facts to be relied on' refer to in a statement of case?**
- A. The Factual Basis the Party Relies On to Support Their Claim or Defence
  - B. The Judge's Proposed Findings
  - C. The Court's Procedural Steps
  - D. The Claim's Legal Issues Only
- 3. CPR 18 procedure is?**
- A. A Procedure for Costs Assessment
  - B. A Procedure for Service of Process
  - C. Procedure for Gaining Further Info by Order of the Court
  - D. A Procedure for Filing an Appeal
- 4. What is the quorum for a general meeting of a company with more than one member?**
- A. 1 shareholder
  - B. 2 shareholders
  - C. 3 shareholders
  - D. A majority of shareholders
- 5. In a defence's response to the particulars of claim, which option is only relevant where the defendant does not know of the facts?**
- A. Admit
  - B. Deny
  - C. Request Proof (Only Relevant Where the Defendant Does Not Know the Facts)
  - D. None of the above

- 6. In negligence, what is required to establish a duty of care?**
- A. The Caparo test alone.
  - B. Established case law only.
  - C. The Caparo test and established case law; the defendant must owe a duty to the claimant and breach accordingly.
  - D. Foreseeability and proximity only.
- 7. What is the general limitation period for contract and tort claims, and one key exception?**
- A. 3 years
  - B. 6 years
  - C. 12 years
  - D. 15 years
- 8. The partnership form requires duties among partners that include loyalty and good faith to the partnership.**
- A. True
  - B. False
  - C. Not applicable
  - D. Partially true
- 9. What is the purpose of pre-action protocols in civil disputes?**
- A. Promote early settlement and exchange of information before claims are issued
  - B. Determine the court's jurisdiction
  - C. Decide damages and costs
  - D. Determine the guilty party
- 10. Which statement correctly distinguishes express terms from implied terms?**
- A. Express terms are stated in the contract; implied terms arise by statute or common law.
  - B. Express terms arise by statute; implied terms are stated in the contract.
  - C. Express terms are only about price; implied terms arise from the date of formation.
  - D. Implied terms are never enforceable.

## **Answers**

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

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## **Explanations**

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**1. Acceptance is effective under contract law when it is unequivocal and communicated to the offeror. Which of the following statements correctly reflects this rule?**

- A. Acceptance must be unequivocal and communicated to the offeror.**
- B. Acceptance can be inferred from silence.
- C. Acceptance is effective only when the offeror receives it.
- D. Silence constitutes acceptance if the offer defines silence as acceptance.

*In contract formation, acceptance must be unequivocal and communicated to the offeror. That means the offeree must clearly assent to the exact terms proposed, and that assent has to be conveyed to the person who made the offer. Silence or merely knowing about the offer isn't enough to create a binding contract because there's no clear, communicated agreement. There are exceptions, but they're special cases rather than the general rule—for example, if the offer itself says that silence will count as acceptance, or if there's a prior course of dealings that makes silence understandable as assent. In the usual situation, however, you must actively communicate an unequivocal acceptance to form a contract. The key idea here is that there must be clear, unequivocal assent and it must be communicated to the offeror.*

**2. What does the phrase 'facts to be relied on' refer to in a statement of case?**

- A. The Factual Basis the Party Relies On to Support Their Claim or Defence**
- B. The Judge's Proposed Findings
- C. The Court's Procedural Steps
- D. The Claim's Legal Issues Only

*The phrase refers to the factual basis the party relies on to support their claim or defence. In a statement of case, you lay out the facts you say happened (or didn't happen) and that form the foundation for the legal arguments you're making. These are the concrete events and circumstances the case will hinge on, and they indicate what needs to be proved at trial. They are not about the judge's findings, the court's procedures, or purely legal questions—that's why this option best captures the meaning.*

**3. CPR 18 procedure is?**

- A. A Procedure for Costs Assessment
- B. A Procedure for Service of Process
- C. Procedure for Gaining Further Info by Order of the Court**
- D. A Procedure for Filing an Appeal

*CPR 18 is the rule that lets a party obtain further information or clarification from the other side about the facts in issue, by court order, before trial. It's used when a statement of case, a witness statement, or similar material is vague or incomplete and you need more detail to understand exactly what is claimed and what the defence says. The aim is to make the issues clearer and avoid surprises at trial, not to fishing for endless information. In practical terms, you apply to the court for an order requiring the other party to provide the additional information or to clarify specific points. The court then decides whether the request is proportional and necessary, and if it is granted, the other party must supply the information within a specified timeframe. This can help narrow disputes, identify what facts are truly in issue, and streamline the preparation for trial. It isn't about how costs are assessed, how service of documents is carried out, or how to lodge an appeal, which are governed by other parts of the CPR.*

**4. What is the quorum for a general meeting of a company with more than one member?**

- A. 1 shareholder
- B. 2 shareholders**
- C. 3 shareholders
- D. A majority of shareholders

*Quorum is the minimum number of members required to be present for a general meeting to be valid and to transact business. For a company that has more than one member, the default rule is that two members must be present (in person or by proxy) to constitute a quorum. This ensures there is at least a small level of participation and prevents a meeting from occurring with only a single person making decisions. So two shareholders are needed because a single person would not meet the standard expectation when more than one member exists, unless the company's articles provide otherwise. The idea behind a fixed minimum rather than a majority is to set a practical floor that allows meetings to proceed without requiring a large turnout. If the company had only one member, that member would alone satisfy the quorum. And remember, the articles can change this number, so it's always worth checking them.*

**5. In a defence's response to the particulars of claim, which option is only relevant where the defendant does not know of the facts?**

- A. Admit
- B. Deny
- C. Request Proof (Only Relevant Where the Defendant Does Not Know the Facts)**
- D. None of the above

*When defending a claim, you respond to each factual point by either admitting it, denying it, or saying you do not know. If you actually don't know whether a fact is true, you can't truthfully admit or deny. In that situation the proper move is to request proof—ask the claimant to prove the facts on which the claim relies. This keeps you safe from making a false admission or denial and obliges the claimant to provide evidence for the contested points. So, the option to request proof is the one that fits when the defendant doesn't know the facts. Admitting or denying would require knowledge, and saying none of the above ignores this available procedural path.*

## 6. In negligence, what is required to establish a duty of care?

- A. The Caparo test alone.
- B. Established case law only.
- C. The Caparo test and established case law; the defendant must owe a duty to the claimant and breach accordingly.**
- D. Foreseeability and proximity only.

*The claim to a duty of care depends on whether the court recognizes a duty in the given circumstances. In negligence, there are two routes the court uses. First, established case law creates duties in well settled situations (for example, certain relationships or classes of harm where a duty has long been recognized). Second, for novel or uncertain situations, the Caparo three part test is used to decide whether imposing a duty is appropriate: foreseeability of damage, a sufficiently close or proximate relationship between claimant and defendant, and that it is fair, just and reasonable to impose a duty. So, to establish a duty of care you apply either the existing duties recognized by precedent or, when the situation isn't covered by those precedents, the Caparo test. In practice you need both parts: you check established case law for any recognized duty, and you apply Caparo to see if a duty should be recognized in a new or unclear situation. It's not enough to rely on foreseeability and proximity alone without considering fairness, and Caparo isn't the sole arbiter where a duty is already clearly established by precedent. Once a duty is established, the next step is to assess breach against the applicable standard of care.*

## 7. What is the general limitation period for contract and tort claims, and one key exception?

- A. 3 years
- B. 6 years**
- C. 12 years
- D. 15 years

*Six years is the general limitation period for most contract and tort claims. It begins from the breach in a contract, and from when the tort-causing event leads to damage (the point at which the claim accrues). The key exception to keep in mind is that personal injury claims have a shorter period—three years—starting from the date of injury or from when the claimant first knew (or ought to have known) about it.*

## 8. The partnership form requires duties among partners that include loyalty and good faith to the partnership.

- A. True**
- B. False
- C. Not applicable
- D. Partially true

*Partnerships operate on fiduciary duties, so partners must act with loyalty and good faith toward the partnership and each other. This means putting the partnership's interests first, avoiding conflicts of interest, disclosing material information, not exploiting partnership opportunities for personal gain, and acting honestly in all dealings. These obligations are fundamental to the relationship and are typically present whether or not they're detailed in a written agreement; the agreement can tailor terms but cannot remove the core duties. That's why this statement is true.*

## 9. What is the purpose of pre-action protocols in civil disputes?

- A. Promote early settlement and exchange of information before claims are issued**
- B. Determine the court's jurisdiction
- C. Decide damages and costs
- D. Determine the guilty party

*Pre-action protocols are about getting the dispute organized before any court claim is started. They require the parties to exchange essential information, share relevant documents, and set out the facts and issues in dispute so each side understands the other's position. The aim is to encourage early settlement and to narrow or clarify the issues, which helps avoid unnecessary litigation and makes any eventual court process more efficient. They also often push parties to consider alternative dispute resolution before proceeding to court. That makes the chosen option the best fit because it captures the central purpose: promoting early settlement and information exchange before a claim is issued. The other options relate to different stages or outcomes—jurisdiction is decided separately, damages and costs are determined later in proceedings, and civil disputes don't involve proving guilt in the way criminal cases do.*

## 10. Which statement correctly distinguishes express terms from implied terms?

- A. Express terms are stated in the contract; implied terms arise by statute or common law.
- B. Express terms arise by statute; implied terms are stated in the contract.
- C. Express terms are only about price; implied terms arise from the date of formation.**
- D. Implied terms are never enforceable.

*Express terms are the provisions the parties have explicitly agreed and set out in the contract, whether in writing or spoken. Implied terms, by contrast, are not written or spoken but are read into the contract because the law requires them or because the parties' intentions, dealings, or the nature of the contract suggest they should be there. So express terms can cover any aspect the contract deals with—price, delivery, quality, timing, performance standards, etc. The statement that express terms are only about price is not correct because the contract can contain express terms on many different topics. Implied terms arise for specific reasons: some are imposed by statute (for example, terms about satisfactory quality or fitness for purpose in consumer or sale-of-goods contexts), some come from common law (such as expectations of reasonable care and skill in services), and some come from the parties' implied intentions or business efficacy. They can apply from formation or during performance, not just from a single "date of formation." In short, express terms are expressly stated; implied terms fill gaps created by law, the contract's nature, or the parties' presumed intentions.*

## 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](mailto:hello@examzify.com).

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

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

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