

SQE2 Drafting Practice Exam (Sample)

Study Guide



Everything you need from our exam experts!

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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. What is the key wording in the attestation clause for a will?**
 - A. Signed by both parties in a public setting**
 - B. Signed by X in the presence of witnesses**
 - C. Witnessed by not less than three individuals**
 - D. Authorized by a legal representative**

- 2. 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**

- 3. What is a requirement for an individual to validly execute a deed for TR1?**
 - A. Two witnesses are needed**
 - B. Witness must be a party to the deed**
 - C. At least one witness who is not a party**
 - D. Witness must sign the deed after the individual**

- 4. What is a key component of drafting a resolution for changing a company's name?**
 - A. A list of all directors and shareholders**
 - B. A clause detailing the old name**
 - C. A clear declaration to change to the new name**
 - D. Business performance analysis**

- 5. How is 'negligence' defined in tort law?**
 - A. Intentional harm caused to another party**
 - B. Failure to exercise reasonable care**
 - C. Strict liability without fault**
 - D. Loss caused by a third party**

- 6. What is the first sentence of a witness statement supposed to include?**
- A. The address of the witness**
 - B. The occupation of the witness**
 - C. The name of the witness**
 - D. All of the above**
- 7. Which is NOT a requirement of a witness statement?**
- A. Names and addresses of relevant parties**
 - B. Drafted in the witness's own words**
 - C. Expressed in the first person**
 - D. Incorporation of third-party narratives**
- 8. What is the role of an indemnity clause in a contract?**
- A. To exempt one party from all liabilities**
 - B. To protect one party from financial loss**
 - C. To specify the duration of the contract**
 - D. To enhance bargaining power**
- 9. Which of the following is NOT an assumption in a rent review clause?**
- A. Property is available to let in the open market**
 - B. Tenant has fully complied with lease obligations**
 - C. Property has been unoccupied for a year**
 - D. Property is leased as a whole**
- 10. What is the primary purpose of a memorandum in a legal context?**
- A. To summarize court cases**
 - B. To communicate legal analysis clearly**
 - C. To serve as evidence in trials**
 - D. To entertain clients**

Answers

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

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Explanations

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1. What is the key wording in the attestation clause for a will?
 - A. Signed by both parties in a public setting
 - B. Signed by X in the presence of witnesses**
 - C. Witnessed by not less than three individuals
 - D. Authorized by a legal representative

The key wording in the attestation clause for a will revolves around the requirement for the will to be signed in the presence of witnesses, which is captured in the selected answer. This is crucial because the attestation clause serves to confirm that the will was executed properly according to the legal requirements. In many jurisdictions, for a will to be valid, the testator must sign the will and do so in the presence of witnesses who then also sign the document. This process ensures that there is a clear record of the testator's intention and capacity to create the will, and it also protects against claims of undue influence or fraudulent signatures. The emphasis on being in the presence of witnesses underscores the importance of testimony in the probate process, as witnesses can later affirm the legitimacy of the will if its validity is challenged. Other options, while they include elements relevant to the execution of legal documents, do not specifically address the fundamental requirement of witness presence that is crucial for the attestation clause in a will.

2. 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

3. What is a requirement for an individual to validly execute a deed for TR1?

- A. Two witnesses are needed**
- B. Witness must be a party to the deed**
- C. At least one witness who is not a party**
- D. Witness must sign the deed after the individual**

To validly execute a deed for a transfer of registered land, known as a TR1 form, it is necessary for the deed to be signed in the presence of at least one witness who is not a party to the deed. This requirement serves to provide independent verification of the signature and the intent of the individual executing the deed, ensuring that the execution is performed correctly and thus legally binding. The necessity of having a witness who is not a party reinforces the principle that the witness should have no vested interest in the transaction. This helps to prevent any potential conflicts of interest or undue influence on the part of the parties to the deed. Having a neutral witness helps to ensure the integrity of the execution process, thereby bolstering the deed's validity. In contrast, the options outlining other scenarios such as needing two witnesses, having a witness who is a party to the deed, or stipulating the sequence of signing by the witness are not requirements for the valid execution of a TR1. A single, independent witness is sufficient, and that witness does not need to have any connection to the transaction, which is essential to reinforce the legal integrity of the deed.

4. What is a key component of drafting a resolution for changing a company's name?

- A. A list of all directors and shareholders**
- B. A clause detailing the old name**
- C. A clear declaration to change to the new name**
- D. Business performance analysis**

A key component of drafting a resolution for changing a company's name is a clear declaration to change to the new name. This declaration ensures that the intent of the resolution is unmistakably communicated, establishing a definitive decision to transition from the old name to the new name. Clarity in this statement is essential for legal effectiveness, as it outlines the specific action being authorized by the company's governing body. Including such a declaration is vital because it provides a formal basis for the change, which can be important for legal filings, stakeholder communication, and any necessary updates to the company's registration with relevant authorities. This proclamation serves as a critical piece of documentation that will form the foundation of all subsequent actions related to the name change, making it a crucial part of the resolution drafting process. While mentioning the old name and other elements may provide context, they do not carry the same weight in unequivocally expressing the decision to adopt the new name.

5. How is 'negligence' defined in tort law?

- A. Intentional harm caused to another party
- B. Failure to exercise reasonable care**
- C. Strict liability without fault
- D. Loss caused by a third party

Negligence in tort law is defined as the failure to exercise reasonable care that a prudent person would take in similar circumstances, which results in harm or injury to another party. This definition emphasizes the standard of care owed to others and highlights that negligence is not about intentional actions, but rather about a lack of attention and caution that leads to an unfortunate outcome. The core idea of negligence is rooted in the duty of care, meaning individuals have a responsibility to avoid actions or omissions that could foreseeably harm others. When someone breaches this duty by not acting reasonably, and that breach causes direct injury or loss, they may be held liable for negligence. In contrast, the other options reflect different legal concepts: intentional harm relates to deliberate actions leading to injury, strict liability addresses situations where a party can be held liable without fault (such as in product liability), and loss caused by a third party is not directly associated with the individual's actions or inactions that define negligence. Thus, the focus on reasonable care in the correct definition captures the essence of negligence in tort law effectively.

6. What is the first sentence of a witness statement supposed to include?

- A. The address of the witness
- B. The occupation of the witness
- C. The name of the witness
- D. All of the above**

The first sentence of a witness statement is intended to establish essential details about the witness to ensure clarity and context for the information that follows. This includes the name of the witness, which identifies them to the court, the witness's occupation, which may add credibility to their observations or experiences, and the address of the witness, which provides a point of contact and helps verify the witness's identity. Including all of these components in the opening sentence helps to frame the statement correctly, making it easier for the court to understand the background of the witness and the relevance of their testimony. This comprehensive approach ensures that the witness's perspective is contextualized right from the start.

7. Which is NOT a requirement of a witness statement?

- A. Names and addresses of relevant parties
- B. Drafted in the witness's own words
- C. Expressed in the first person
- D. Incorporation of third-party narratives**

A witness statement is a formal document used in legal proceedings to present the evidence from a witness's perspective. It must meet certain requirements to ensure that it is credible and useful in court. The inclusion of names and addresses of relevant parties is essential for establishing the context and potential conflicts of interest, while ensuring that the parties involved can be identified clearly. Drafting the statement in the witness's own words is vital to maintaining authenticity; it reflects the genuine thoughts and recollections of the witness, which can impact the weight of their testimony. Expressing the statement in the first person is similarly important, as it personalizes the account and ensures that the witness's unique perspective is conveyed accurately. In contrast, incorporating third-party narratives is not a requirement for a witness statement. Doing so could blur the line between the witness's direct testimony and hearsay, which is generally inadmissible in court. The integrity of a witness statement relies on firsthand accounts rather than accounts or interpretations provided by others, making this aspect unnecessary and potentially problematic. Thus, the lack of necessity for third-party narratives is why it is identified as not a requirement of a witness statement.

8. What is the role of an indemnity clause in a contract?

- A. To exempt one party from all liabilities
- B. To protect one party from financial loss**
- C. To specify the duration of the contract
- D. To enhance bargaining power

An indemnity clause serves a critical function in a contract by protecting one party from financial loss resulting from specific events or circumstances. This provision typically allows one party (the indemnitor) to compensate the other party (the indemnitee) for losses, damages, or legal costs incurred due to specified risks or liabilities. For instance, if a third party makes a claim against the indemnitee regarding an issue covered by the indemnity clause, the indemnitor would be obligated to cover the resulting costs. This mechanism is essential in ensuring that one party is safeguarded against certain risks that might arise during the contract's execution, thereby creating a more balanced allocation of risk between the parties involved. The other choices address elements that do not align with the primary purpose of an indemnity clause. Option A suggests that it exempts one party from all liabilities, which is an overreach of the clause's intent. Option C relates to the duration of a contract, which is generally governed by different clauses or terms. Option D posits that it enhances bargaining power, but this is more aligned with the negotiation aspects of a contract rather than the specific function of indemnity.

9. Which of the following is NOT an assumption in a rent review clause?

- A. Property is available to let in the open market**
- B. Tenant has fully complied with lease obligations**
- C. Property has been unoccupied for a year**
- D. Property is leased as a whole**

In a rent review clause, assumptions are typically designed to establish a fair basis for determining the new rent for a property based on market conditions and the status of the lease. The correct answer indicates that the assumption about the property being unoccupied for a year is not a standard consideration. When assessing the rent, it is assumed that the property is available for letting in the open market, meaning it should be evaluated in a manner that reflects current market conditions and rental values. Additionally, it is necessary for the tenant to have complied fully with lease obligations, as any breaches can affect the property's value and desirability. Considering the property is leased as a whole ensures that its overall value is taken into account without being divided into parts, which aligns with how properties are typically rented. However, the notion that the property has been unoccupied for a year does not fit within the usual assumptions of a rent review clause. An unoccupied property may imply issues that could negatively impact its rent, disrupting the premise that the valuation should reflect the current market conditions. Therefore, this assumption does not hold up in the context of rent review, as it focuses on successfully leased properties and their ongoing income-generating potential.

10. What is the primary purpose of a memorandum in a legal context?

- A. To summarize court cases**
- B. To communicate legal analysis clearly**
- C. To serve as evidence in trials**
- D. To entertain clients**

The primary purpose of a memorandum in a legal context is to communicate legal analysis clearly. Memoranda, often used within law firms and legal departments, are crafted to detail the analysis of a legal issue, provide recommendations, and convey complex information in a structured format. This makes the memorandum an essential tool for lawyers to effectively communicate their findings, reasoning, and conclusions to colleagues, clients, or other stakeholders. Utilizing a memorandum allows legal professionals to break down intricate legal principles, case laws, and statutory interpretations into understandable formats, thus facilitating better decision-making and strategizing for cases or legal matters. The other options reflect functions that may not align with the primary and intended purpose of a memorandum. Summarizing court cases, while it may occur within a memo, does not capture the essence of legal analysis. Similarly, serving as evidence in trials does not align with its role as a communication tool. Lastly, entertaining clients is not related to the functionalities of a memorandum in the legal sphere; the focus is on clarity and professionalism rather than entertainment.

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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