

SQE2 sample question and discussion of answer

Advocacy (Dispute Resolution)

Reviewed 2 December 2024

Candidates will undertake 16 assessments in SQE2. To pass SQE2 candidates will need to obtain the overall pass mark for SQE2.

This sample question and discussion of answer is an example of a legal advocacy assessment. Candidates will have 45 minutes to prepare for the advocacy and 15 minutes to complete their submissions.

For further detail see the SQE2 Assessment Specification.

Please note that the sample questions are provided to give an indication of the type of tasks that candidates could be set. They do not represent all the material that will be covered in SQE2. Future questions may not take exactly the same format.

Question and additional candidate papers

Email to Candidate

From: Partner
Sent: 15 August 202#
To: Candidate
Subject: Manston Press Limited v Hoswell Fabrics Limited – application to set aside judgment in default

We act for the Defendant, Hoswell Fabrics Limited, in court proceedings brought by the Claimant, Manston Press Limited, for breach of contract. The Claimant obtained a judgment in default on 16 June 202#. Please attend a hearing for me today in the County Court to represent the Defendant by **applying to set aside the judgment entered by the Claimant in default of acknowledgement of service.**

I attach a bundle of documents, the details of which are set out under the heading 'Attachments' below. The District Judge will have these documents. All these documents comply with the requirements of the Civil Procedure Rules. The Claim Form and Particulars of Claim were deemed served on 18 May 202# and judgment in default of acknowledgement of service was entered (again in accordance with the Civil Procedure Rules) on 16 June 202#. The Defendant's application to set aside judgment was issued on 5 July 202# and has been properly served.

Thanks,

Partner

ATTACHMENTS:

1. Particulars of Claim
2. Witness statement of Ms Mabel Adams, including exhibit MA1
3. Witness statement of Mr Brynn Parsons

Note to Candidates:

1. **For the purposes of this assessment, your firm is Spring & Hughes LLP, 28 Rose Walk Gardens, London W1 6FM.**
2. **The District Judge will have the court file at the hearing today, which includes the documents listed under 'Attachments' above. The Claim Form, Default Judgment and Notice of Application and any draft Defence are not provided for the purposes of this assessment. You do not need them to make your submissions.**

- 3. The Claimant's solicitor will not be present in the room during the assessment. However, in constructing your arguments you should assume that the Claimant's solicitor will respond to your submissions.**
- 4. You do not need to address the court on the costs of the hearing or case management directions and will not be asked to do so.**
- 5. The District Judge will not make an order when you have completed your submissions and you should not expect such an order to be made.**

BETWEEN:-

Manston Press Limited

Claimant

and

Hoswell Fabrics Limited

Defendant

PARTICULARS OF CLAIM

1. The Claimant is a publisher of travel books based in London. The Defendant produces hand-embroidered wallcoverings at its factory premises in Oxfordshire.
2. By a written contract dated 18 November 202# (the 'Contract'¹), the Defendant agreed to supply, and the Claimant agreed to purchase a hand-embroidered wallcovering (the 'Wallcovering') for £12,000 (inclusive of VAT). This sum was payable by an initial deposit of 10% on placement of the order, with the balance due by 21 January 202#.
3. The Claimant signed the Contract and made the deposit payment of £1,200 on 18 November 202#. The balance of £10,800 was paid in full by the Claimant to the Defendant on 21 January 202#.
4. It was an express term of the Contract that the Wallcovering would be made to the design and specification that had been orally agreed between the parties. The Claimant and Defendant, through their respective managing directors, reached an oral agreement by telephone on 15 November 202# that the Wallcovering would be in a cream linen fabric with a design of small palm trees embroidered in gold thread.
5. It was a further express term of the Contract that the Wallcovering would be delivered to the Claimant before 24 February 202#.
6. In breach of the express terms of the Contract, the Wallcovering was not made to the design and specification set out in paragraph 4 above and that correct specification was not delivered before 24 February 202#.

¹ For the purposes of the assessment, the Contract is not supplied.

Particulars of Breach

The Wallcovering supplied by the Defendant was not in accordance with the express terms of the Contract in that it:

- a) was made in a dark blue velvet and not a cream linen fabric;
 - b) was covered in an embroidered design of large green, gold, and silver pine cones and not in small gold palm trees; and
 - c) was not delivered in the correct specification before 24 February 202#.
7. By reason of the breach of express terms of the Contract referred to above, the Claimant has rejected and returned the Wallcovering and has suffered loss.

Particulars of Loss

The cost of £12,000 in purchasing the Wallcovering.

8. Further, the Claimant claims interest pursuant to section 69 of the County Courts Act 1984 on £1,200 from 18 November 202# to 21 January 202#, and on £12,000 from 21 January 202# to 11 May 202# at the rate of 8% a year, amounting to £306.14 at 11 May 202# and then continuing until judgment or earlier payment at the rate of £2.63 per day.

AND THE CLAIMANT CLAIMS:

- (1) £12,000 pursuant to paragraph 7 above.
- (2) Interest pursuant to paragraph 8 above.

Statement of Truth

The Claimant believes that the facts stated in these Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimant to sign this statement.

Signed: *Brynn Parsons*

Brynn Parsons, managing director of Manston Press Limited

Dated: 11 May 202#

The Claimant's solicitors are Trinder & Arkwright, 34 Melton Way, London EC2 3LH, where they will accept service of proceedings on behalf of the Claimant.

Defendant
M Adams
1st
Exhibit: MA1
Date: 5 July 202#

IN THE COUNTY COURT

Claim no: C3YJ63RA

BETWEEN:

Manston Press Limited

Claimant

and

Hoswell Fabrics Limited

Defendant

WITNESS STATEMENT OF MABEL ADAMS

I, Mabel Adams of Applebarn Cottage, Witney, Oxfordshire OX31 4LF will say as follows:

1. I am the managing director of the Defendant in this matter. I make this statement in support of the Defendant's application to set aside the judgment in default entered on 16 June 202# (the 'Judgment') and am authorised to do so on the Defendant's behalf. What I say is of my own knowledge unless I indicate otherwise, in which case I give the source of my information or belief. I confirm that this witness statement has been taken from me by the Defendant's solicitor, face to face.
2. The Judgment is for £12,000, being the cost of a wallcovering purchased from the Defendant. For the reasons set out below, the Defendant denies that this sum (or any other sum) is due to the Claimant.
3. The Defendant's failure to file an acknowledgement of service was due to an oversight on my part, as explained below, for which I am very sorry.
4. The Defendant specialises in creating high quality, hand-embroidered wallcoverings for corporate and private clients. The wallcoverings are made in a variety of different designs and fabrics, depending on the requirements of the client.

5. The Defendant (through me) entered into a written contract with the Claimant (through its managing director, Brynn Parsons) on 18 November 202#. In accordance with the contract, the Claimant agreed to purchase a hand-embroidered wallcovering for its new office in London (the 'Office') from the Defendant. The total cost of the wallcovering was £12,000. The Claimant paid a 10% deposit of £1,200 on 18 November 202#. The balance of £10,800 was payable on 21 January 202#, around a month before the Wallcovering was due to be delivered to the Office.
6. I first met Mr Parsons at the Office on 8 November 202# to discuss the wallcovering the Claimant was looking to purchase to hang on a large wall in its reception area. Mr Parsons told me at that meeting that he wanted the wallcovering to have an 'outdoor theme' and to make a 'bold' statement to the Claimant's clients.
7. During our meeting, Mr Parsons indicated that he wanted to commission the wallcovering in cream linen fabric, embroidered with small palm trees in a gold thread. I advised him that a pale linen fabric would not have the 'bold' impact he was hoping for against the wall and urged him to consider a colour fabric. I suggested a dark blue velvet fabric with a prominent pinecone design embroidered in green, gold, and silver thread. I felt this would be a more suitable 'outdoor theme' and I showed him a photograph of such a design of wallcovering that I had produced for another client. Mr Parsons told me that he thought the wallcovering in the photograph was 'beautiful' but he was concerned that it would be too overpowering for the reception area. However, he said that he would telephone me the following week to let me know his decision.
8. As I was leaving, Mr Parsons explained that the Claimant would be having a client event in the Office on 24 February 202#. He wanted the wallcovering to be ready before this date so it could be on display at the client event.
9. Mr Parsons telephoned me the following week, on 15 November 202# and he told me that he wanted the wallcovering to be 'like the one in the photograph'. I confirmed the details of our telephone discussion in an email to him later that day, a copy of which is marked exhibit **MA1**, and enclosed with the email a copy of the Defendant's contract incorporating its standard terms and conditions of business. Mr Parsons signed and returned the contract on behalf of the Claimant by email and paid the deposit on 18 November 202#.²

² This is the contract referred to in paragraph 2 of the Particulars of Claim and is not supplied for the purposes of the assessment.

10. The Defendant started work on the Claimant's wallcovering in late November 202#. The Claimant subsequently paid the balance of £10,800 on 21 January 202#.
11. The wallcovering was finished in early February 202#. I checked the wallcovering to ensure it did not contain any flaws and was exactly as we had agreed. As I was due to attend meetings in London on 8 February 202#, I decided to deliver the wallcovering to the Office myself. Mr Parsons was not at the Office that day, so I met with the Claimant's sales director, Miss Sunita Gower. Miss Gower simply told me to leave it in its packaging on the reception desk.
12. On 14 February 202# I received a telephone call from Mr Parsons. He was unhappy and complained that the wallcovering was not as had been agreed during our telephone conversation on 15 November 202#. He told me that the Claimant would not accept it and that it would be returned to the Defendant. He also told me that he wanted a replacement before 24 February. I informed Mr Parsons that the wallcovering was to the specification we had agreed and had been delivered to the Claimant in accordance with the contract. I also told him that it was impossible for the Defendant to produce and supply a further wallcovering in 10 days if there had been a change in the Claimant's requirements. At this, Mr Parsons became cross and shouted at me that the Defendant 'owed the Claimant £12,000'. He then hung up the telephone.
13. On 25 February 202#, a brown cardboard box arrived by post at the Defendant's office containing the wallcovering. I attempted to call Mr Parsons to discuss the situation but, despite several telephone calls to the Office and to Mr Parsons' personal mobile telephone over the following few days, I was unable to reach him.
14. I heard nothing further from the Claimant. In mid-May 202#, the Defendant was served with a Claim Form³ and Particulars of Claim, demanding payment of £12,000 plus interest. The Claimant alleged that the wallcovering supplied by the Defendant was not in accordance with the design and specification agreed between the parties and was not delivered on time.
15. Unfortunately, I was off work for two months with ill health from 6 April 202#, so I did not see the Claim Form and Particulars of Claim until shortly after my return to the office on 15 June 202#. The Defendant had also received a letter of claim and other correspondence from the Claimant's solicitor during this time, which was left unopened on my office desk. I had not seen these documents before and was very unsure what they meant.

³ Not supplied for the purposes of this assessment.

16. A few days later the Defendant received the Judgment in an envelope from the Claimant's solicitors. I immediately telephoned my solicitor, Matthew Carrick at Spring & Hughes LLP, to seek his advice, and he attended the Defendant's office to review the correspondence and court papers that day. I understand from Mr Carrick that he first contacted the Claimant's solicitors on 26 June 202#, but the Claimant's solicitor, Miss Priti Raja, did not return his telephone call until 28 June 202#. Mr Carrick invited the Claimant to consent to setting aside the Judgment, but Miss Raja told him that the Claimant would not give its consent and that any application made for this purpose would be opposed. I therefore instructed Mr Carrick to apply to set aside the Judgment.
17. For the reasons set out above, the Defendant considers that it has a defence to the claim. In the circumstances, I respectfully ask that the Judgment be set aside.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: *Mabel Adams*

Mabel Adams – managing director of the Defendant

Dated: 5 July 202#

Email to Brynn Parsons

From: Mabel Adams <m.adams@hoswell.com>
Sent: 15 November 202#
To: Brynn Parsons <bp@manstonpress.co.uk>
Subject: Wallcovering

Brynn,

It was great to catch up with you earlier today. I am delighted you like my suggestion and that we have reached agreement about the wallcovering – what an excellent decision. As we have discussed, a bold embroidery will look stunning behind the reception desk.

Leave it with me; my team will start work on the project next week, based on the instructions you have given me. I will be in touch when the work is finished – but in the meantime, here is a copy of our standard contract incorporating our terms and conditions of business for you to read and sign.

Let me know if you have any questions.

Best,

Mabel

Enc. Standard contract including terms and conditions of business.⁴

I verify that this is the exhibit 'MA1' referred to in my witness statement dated 5 July 202#.

Signed: *Mabel Adams*

Dated: 5 July 202#

⁴ Not enclosed for the purpose of this assessment.

Claimant
B Parsons
1st

Date: 14 July 202#

IN THE COUNTY COURT

Claim no: C3YJ63RA

BETWEEN:

Manston Press Limited

Claimant

and

Hoswell Fabrics Limited

Defendant

WITNESS STATEMENT OF BRYNN PARSONS

I, Brynn Parsons, of Mackintosh House, Halberton Road, London N1 3PQ will say as follows:

1. I am the managing director of the Claimant in this matter. I make this statement in opposition to the Defendant's application to set aside the judgment in default entered on 16 June 202# (the 'Judgment') and am authorised to do so on the Claimant's behalf. What I say is of my own knowledge unless I indicate otherwise, in which case I give the source of my information or belief.
I confirm that this witness statement has been taken from me by the Claimant's solicitor, face to face.
2. I have read the witness statement of Mabel Adams (the 'Defendant's Statement') in support of the Defendant's application to set aside the Judgment and I set out my comments on this below. The Claimant maintains that the sum of £12,000 plus interest is payable by the Defendant.
3. Following a recommendation, the Claimant commissioned the Defendant to produce an embroidered wallcovering (the 'Wallcovering') for the reception area of the Claimant's office in London (the 'Office'). The parties entered into a written contract on 18 November 202# as set out in paragraph 5 of the Defendant's Statement.

4. The discussion set out in paragraphs 6-8 of the Defendant's Statement is correct, save that Ms Adams did not, as is stated in paragraph 7, advise against my initial suggestion, of a pale cream linen fabric with small, embroidered palm trees, for the Wallcovering. On the contrary, I recall that she told me that she thought pale linen was 'a very sophisticated choice, which could work really well'.
5. However, it is correct that we discussed some other options and that she showed me a photograph of a wallcovering she had produced for another client, in dark velvet with large pinecones embroidered in green, gold and silver thread. I remember that I admired it and Ms Adams encouraged me to think about whether it could work in the Office. However, I told her that I was worried that it would be unsuitable for the space but would think about it.
6. As is set out in paragraph 9 of the Defendant's Statement, I telephoned Ms Adams on 15 November 202# to confirm the design of the Wallcovering that I wanted. However, her account of our conversation is very different to mine. I did not tell her that the Claimant wanted to order the Wallcovering in a design 'just like the one in the photograph'. I recall my only reference to the photograph was to tell her that, while I was impressed with that design, it remained the case that I wanted cream linen fabric with small palm trees embroidered only in gold thread. She said that she understood my requirements, and I reminded her that the deadline for completing the project was before 24 February 202# so that the Wallcovering could be in place for the Claimant's client event at the Office.
7. Later that day, Ms Adams sent me an email enclosing a copy of the Defendant's standard contract, incorporating its terms and conditions of business. I signed and returned a copy of it by email on 18 November 202# and the Claimant paid the deposit. My only other involvement with the Defendant in the following months was to ensure that the Claimant made payment of the balance of £10,800 due on 21 January 202#.
8. In early February 202# the Wallcovering was delivered by Ms Adams in person. When I returned to the Office on 13 February, I was horrified to see that the Wallcovering was not as agreed. It was a dark blue velvet fabric with a large pinecone design embroidered in green, gold, and silver thread; very similar to the design in the photograph referred to in paragraph 5 above.

9. I contacted the Defendant on 14 February 202# to speak to Ms Adams. During our telephone conversation, I told her that the Claimant did not want to keep the Wallcovering as it was not to the agreed specification. I asked her to provide a replacement wallcovering as a matter of urgency, given the forthcoming deadline of 24 February. She said very little to me, other than to advise that a replacement would not be possible and in frustration, I ended the call. Over the following days I attempted to speak to Ms Adams again to resolve the matter but was unable to speak to her. In the circumstances, I returned the Wallcovering to the Defendant.
10. In the absence of any response from Ms Adams to my telephone calls, I felt that I had no alternative but to instruct the Claimant's solicitors to contact the Defendant on the Claimant's behalf. The Claimant's solicitor sent a letter of claim,⁵ to the Defendant on or around 5 April 202#. The letter of claim went unacknowledged by the Defendant. Accordingly, the Claimant instructed its solicitors to issue court proceedings against the Defendant on 11 May 202#.
11. Although I do not dispute that Ms Adams was unwell from 6 April 202#, it remains the position that the Defendant did not file an acknowledgement of service or a defence. Accordingly, the Claimant's solicitors made an application to obtain judgment in default of acknowledgement of service, which was obtained on 16 June 202#.
12. For the reasons set out above, I ask that the Defendant's application be dismissed and that the Defendant be ordered to pay the Claimant's costs of this application.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: *Brynn Parsons*

Dated: 14 July 202#

Brynn Parson – managing director of the Claimant

⁵ Not included for the purposes of this assessment.

Discussion of answer

Advocacy (Dispute Resolution)

KEY LEGAL POINTS

These include the following:

Note that case law and exact statutory citations (e.g. Part 13 of the Civil Procedure Rules and *Denton v TH White* [2014 CA]) are not required.

Case analysis

- Identifying disputed and agreed facts by analysing the claim and the evidence to conclude that the dispute relates to the specification and delivery date of the wallcovering.

Legal arguments to set aside a judgment in default

- Identifying that the court may set aside or vary the judgment if the defendant has a real prospect of successfully defending the claim.
- Some application to the case to submit that the basis of the defence relates to the agreed design of the wallcovering.
- Some application as regards whether the defendant acted promptly.
- Identifying that an application to set aside a judgment in default is also an application for relief from sanctions and applying the facts to support the three-stage test set out in *Denton*.

SAMPLE RECORDING

A recording of a sample candidate performance is provided below. This recording is an example of a candidate who would be assessed as clearly passing the competency requirements of the Advocacy assessment.

The recording is not perfect nor a model answer and there are further points which could be made.

[SQE2 Dispute Resolution Oral Advocacy: Sample Candidate Performance](#)

ANALYSIS

Why has the sample candidate clearly passed the assessment?

The following guidance is not intended to be prescriptive but will help you to understand why the sample candidate in the recording would be graded as clearly passing in relation to the assessment criteria for the assessment.

The assessment criteria

The assessment criteria for advocacy are as follows:

Skills

1. Use appropriate language and behaviour.
2. Adopt a clear and logical structure.
3. Present a persuasive argument.
4. Interact with/engage the court appropriately.
5. Include all key relevant facts.

Application of law

6. Apply the law correctly to the client's situation.
7. Apply the law comprehensively to the client's situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity.

The candidate's performance in relation to the criteria above was clearly competent for the following reasons:

SKILLS CRITERIA	
Use appropriate language and behaviour	The candidate's submissions were clear and their use of language appropriate for a courtroom setting (e.g. "If I can refer you..." and "It is my submission..."). The candidate addressed the District Judge appropriately ("Judge").
Adopt a clear and logical structure	The candidate used signposts to guide the judge through their submissions (e.g. "Judge, if I may now refer you to the background to this dispute..."). The candidate organised facts in a logical order to support their arguments (e.g. dealt with the dispute of facts around the design of the wallcovering when referring to the alleged breach of contract).
Present a persuasive argument	The candidate was hesitant at times and a little over reliant on their notes but presented their case with confidence and purpose overall. The candidate sought to influence the judge's decision making (e.g. "On the basis of this evidence, Judge, in my submission, my client clearly has a defence with a real prospect of success...").

Interact with/engage the court appropriately	The candidate made submissions at an appropriate pace and directed the court to relevant paragraphs of the documentation to support their submissions (e.g. “Judge, you will see this from paragraphs 2 and 5 of the Particulars of Claim...”).
Include all key relevant facts	The candidate referred to facts that were relevant to their legal submissions (e.g. the photograph of a wallcovering; the reasons for the absence of Mabel Adams from the office when the claim was served; the actions of the Defendant on receipt of the judgment in default).
LAW CRITERIA	
Apply the law correctly to the client’s situation	<p>The candidate identified the relevant legal principles and applied them correctly to the client’s case, e.g. the court should exercise its discretion to set aside the judgment in default because the Defendant has a real prospect of defending the claim.</p> <p>The candidate addresses the main issue in dispute and the basis of the defence.</p> <p>The candidate also understood that an application to set aside a judgment in default is also an application for relief from sanctions.</p>
Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity	<p>The candidate’s legal analysis is sufficiently detailed in the context of the client’s case. The candidate identified the key issues in dispute and recognised that the Defendant’s case is that the wallcovering was delivered in the design and specification agreed and as shown to Mr Parsons in the photograph.</p> <p>The candidate used the witness statement of Mabel Adams to suggest that it is the Defendant’s case that there is no breach of contract and, as a result, the Defendant has a real prospect of successfully defending the claim. The candidate applied the facts appropriately to demonstrate that the Defendant had acted promptly in making its application.</p> <p>The candidate addressed each of the limbs of the test set out in <i>Denton</i> with some reference to the facts to support their submissions (e.g. that the omission to file an acknowledgement of service is serious).</p>