



SQE2 sample question and discussion of answer

Legal drafting (Dispute Resolution)

Last reviewed on 28 November 2023

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 drafting assessment. This is a computer-based assessment and candidates will have 45 minutes to complete the task.

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: 4 December 2023
To: Candidate
Subject: Addison Builders Limited

You will recall that we have been waiting for a response to the Letter Before Claim that we sent to Maria and Ian Humphries on behalf of Addison Builders Limited. The couple have instructed solicitors, Faulkners and Co. We have now received a letter in response, denying that any further payment is due to our client on the basis that there were significant defects in the work carried out by Addison Builders Limited.¹ The allegation that there were significant defects is denied by our client.

I attach a draft initial statement from John Evans, the managing director of Addison Builders Limited, which should provide you with all the information you need. You will notice the draft initial statement at paragraph 4 refers to a written agreement. We do not have a copy of this at present but John Evans has assured me that he will provide it for us and that its terms are as stated in his witness statement so you should proceed on that basis.

We are instructed to commence proceedings. I intend to send the Claim Form to the County Court Money Claims Centre for issue with the Particulars of Claim on 7 December 2023. **Please draft the Particulars of Claim using the template provided.** Some fields have been pre-populated by our case management system.

The written agreement has no provision for interest so please include a claim for statutory interest pursuant to s 69 County Courts Act 1984 at the rate of 8% per year, the figures for which are:

153 days to 7 December at 8% is £5,231.34 with a daily rate of £34.19 per day (**note to candidates: you should assume these figures are correct**).

John Evans will sign the statement of truth.

Thanks

Partner

Attachment:

Draft witness statement of John Evans Particulars of Claim Template

¹ The letter of response is not supplied for the purpose of this assessment

Draft statement of John Evans

I, John Evans of 4, Dawlish Road, London N3 4SS, will say as follows:

1. I am the managing director of Addison Builders Limited, a company based in North London. The company specialises in building and renovating luxury residential homes. I set up the company in 2018 with my two brothers and it is very much a family-run business.
2. On 1 September 2022, I was contacted by Maria Humphries, who had been given my name by a previous customer. Maria and her husband, Ian, had bought a very run-down property in North London (6 Highbury Way, N7 5RD), which had land around it. The couple wanted to transform this into a six-bedroom luxury house. They had already had the plans drawn up by the architect and had received planning permission for the build.
3. On 2 September 2022, I visited Maria and Ian at the premises and drew up a detailed costing of the work involved. The work was extensive as the existing property was badly in need of renovation and needed to be extended to a six-bedroom property. I calculated the total cost of the work to be £220,000 and estimated that the job would take approximately nine months.
4. On 6 September 2022, I met again with Maria and Ian and provided them with our standard form building services contract.² This clearly set out the schedule of payments required and the detailed specification of the work. Maria and Ian were happy with the contract and signed it that day. It was agreed that work would commence on 26 September 2022 and the job would be completed by 7 July 2023.
5. Under the terms of our contract, the payments were staggered in four instalments, in accordance with the following:
 - 20% (£44,000) of the cost was required within seven days of the contract, by 13 September 2022;
 - 25% (£55,000) within three months of the contract, by 6 December 2022;
 - 25% (£55,000) within six months of the contract, by 6 March 2023; and
 - 30% (£66,000) on completion of the job.
6. Maria explained to me that they were currently in the process of selling their existing apartment in London, which would fund the majority of the work on the new house, although the initial payment would come from their savings. However, she assured me that the payment schedule would work for them as they had already found a buyer for their apartment and were due to exchange contracts in two weeks.
7. On 13 September 2022, I received the first payment from Maria and Ian, of £44,000.
8. We started the work on Maria and Ian's home on 26 September 2022. The next scheduled payment was due on 6 December 2022. However, on 2 December 2022

² Note to candidates: this contract will be supplied by John Evans

at a meeting at 6 Highbury Way, Maria and Ian told me they had still not sold their apartment and asked me if I would be prepared to wait a couple of months more for the money. I had developed a good working relationship with the couple by this stage and I could see the difficult predicament that they were in. Therefore I agreed when I spoke to them to allow them, without penalty, to pay the next instalment on 7 February 2023 when, hopefully, their property would have sold.

9. In February 2023 Maria and Ian had still not sold their apartment as their new prospective buyers were experiencing delays in the property chain. However, Maria had managed to borrow some money from her parents and was able to offer me £20,000 to keep the work going. At a meeting with Ian and Maria at 6 Highbury Way on 7 February 2023 I agreed to accept £20,000 on this basis. Maria was four months pregnant and was desperate to be in the new home when the baby was born. Maria paid me the £20,000 on 7 February 2023, bringing the total amount paid to date up to £64,000.
10. In May, the project was going well and I was expecting to finish the job on 7 July 2023 as planned. Maria and Ian had exchanged contracts selling their apartment but there was a delayed completion date as the buyer was overseas. To make things worse, Maria then gave birth to the baby three months early and she and Ian spent most of their time at the hospital with their newborn. I felt very sorry for the couple and I therefore met with them at 6 Highbury Way on 19 May 2023 and agreed, orally, that they could pay me all the outstanding payments on completion of the job provided they did so on the day the job finished. I agreed that this would replace our original agreement as to the scheduled payments.
11. On 7 July 2023, I finished work on Maria and Ian's new home and they seemed to be happy with it, although it was a difficult time for them as their baby was still not well enough to come home. I handed them a final bill in the amount of £156,000 on 7 July 2023.
12. On 12 July 2023 I had still not heard anything from the couple and I telephoned them to see what the hold-up was. I understood that their apartment in London had sold and that there should be no further reason why they could not make the final payment. I spoke with Maria on the telephone very briefly but she cut me short and simply told me that she would get Ian to ring me.
13. The next day, I had still heard nothing and so I sent an urgent reminder email telling Ian that I now needed the account to be settled immediately. He did not respond to this email. I sent a more strongly-worded letter to them both on 14 July 2023 but they did not reply to this either. I heard from one of my contractors that there was some suggestion from Ian that the couple were not happy with the finish on the house, although I do not really understand this as they had not said anything like that to me.
14. On 28 July 2023 I realised that I had no choice but to contact solicitors on the matter. They have been dealing with this ever since.

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.

.....

John Evans

Dated:[] December 2023

Template

IN THE [insert name of court]

Claim No.

BETWEEN:

[insert]

Claimant

and

(1)[insert]

Defendants

(2)[insert]

PARTICULARS OF CLAIM

Dated:

STATEMENT OF TRUTH

[I believe][the (Claimant or as may be) believes]³ 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:

Full name:

Office or Position Held:

Dated:

The Claimant’s Solicitors are NHJF Law LLP, 1 The Churchyard, London, EC1 4PP, where documents should be sent

³ Note to candidates: You should delete as appropriate

Discussion of answer

Legal Drafting

KEY LEGAL POINTS

These include the following:

- Setting out a concise statement of the facts on which the claimant relies in a clear and logical manner to include:
 - the parties to the contract
 - the nature and terms of the contract (attaching the written agreement)
 - oral variations to the contract giving details
 - performance by the claimant (completion of the works)
 - part payment by the defendants
 - breach by the defendants (failure to pay)
 - the amount due
 - the claim for interest (in accordance with instructions)
- Using instructions to complete the heading and the statement of truth.

SAMPLE ANSWER

A sample answer is provided below. This answer is an example of a candidate who would be assessed as clearly passing the competency requirements of the assessment. This answer is not perfect nor a model answer and there are further points which could be made.

SAMPLE ANSWER

IN THE COUNTY COURT MONEY CLAIMS CENTRE

Claim No.

BETWEEN:

ADDISON BUILDERS LIMITED

Claimant

and

(1) MRS MARIA HUMPHRIES

Defendants

(2) MR IAN HUMPHRIES

PARTICULARS OF CLAIM

1. The Claimant is and was at all material times a building company engaged in the provision of building services in North London. At all material times the Claimant acted through its Managing Director John Evans.
2. By a written agreement between the Claimant and the Defendants made on 6 September 2022 ("the Agreement"), the Claimant agreed to renovate the Defendants' property at 6 Highbury Way N7 5RD ("the Property") for which the Defendants agreed to pay £220,000. The Agreement is attached to these Particulars of Claim in Schedule 1.
3. The Agreement provided that work on the Property ("the Work") would commence on 26 September 2022 and would be completed on 7 July 2023. It was further agreed that payment of the price of £220,000 would be made in four instalments ("the Payment Schedule") as follows:
 - i) £44,000 by 13 September 2022;
 - ii) £55,000 by 6 December 2022;
 - iii) £55,000 by 6 March 2023; and
 - iv) £66,000 on completion of the work.
4. On 13 September 2022 the Defendants made a payment to the Claimant of £44,000 in accordance with the Payment Schedule.
5. On 26 September 2022, the Claimant began the Work.
6. A series of meetings were then held between the Claimant and the Defendants at the

Property when oral variations to the Payment Schedule were agreed as follows:

- i) on 2 December 2022 the Claimant and the Defendants agreed that the payment of £55,000 due on 6 December 2022 would be made on 7 February 2023;
 - ii) on 7 February 2023 the Claimant and the Defendants agreed that the Claimant would accept payment of £20,000 made by the Defendants in order to continue the Work;
 - iii) on 19 May 2023 the Claimant and the Defendants agreed that the balance of the price of the Work (£156,000) would be paid immediately on completion.
7. The Work was completed on 7 July 2023 to the apparent satisfaction of the Defendants and the Claimant handed the Defendants the final invoice for the payment of £156,000 then due.
 8. Further requests for payment were made on 12, 13 and 14 July 2023, but the Defendants have failed to pay the sum of £156,000 or any part of it to the Claimant.
 9. The Claimant therefore claims the sum of £156,000 owed by the Defendants to the Claimant.
 10. Further, the Claimant also claims interest under s 69 County Courts Act 1984 on the sum of £156,000 at the rate of 8% per year from 8 July 2023 to 7 December 2023 (153 days) amounting to £5,231.34 and continuing at the rate of £34.19 per day until judgment or earlier payment.

AND THE CLAIMANT CLAIMS:

- (1) The sum of £156,000
- (2) Interest set out at paragraph 10 above

NHJF Law LLP

Dated:

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:

Full name: John Evans

Position Held: Managing Director of the Claimant

Dated:

The Claimant's Solicitors to whom documents should be sent are: NHJF Law LLP, 1 The Churchyard, London, EC1 4PP

SCHEDULE 1

The Agreement dated 6 September 2022 referred to in paragraph 2 of the Particulars of Claim

ANALYSIS

Why has the sample answer clearly passed the assessment?

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

The assessment criteria

The assessment criteria for legal drafting are as follows:

Skills

1. Use clear, precise, concise and acceptable language.
2. Structure the document appropriately and logically.

Application of law

3. Draft a document which is legally correct.
4. Draft a document which is legally comprehensive, identifying any ethical and professional conduct issues and exercising judgement to resolve them honestly and with integrity.

The sample answer in relation to the criteria above was clearly competent for the following reasons:

SKILLS CRITERIA	
Use clear, precise, concise and acceptable language	The candidate has used language which is clear and readily comprehensible, bearing in mind that it is a document for the court and other parties.
Structure the document appropriately and logically	The candidate has structured the document appropriately and logically. There is a logical layout of the legal points used to set out the claim.
LAW CRITERIA	
Draft a document which is legally correct	<p>The candidate has identified the relevant fundamental legal principles and applied them correctly to the facts of the client's case.</p> <p>There is an understanding that the legal basis of the claim is in breach of contract and that the claim is for a specified amount of money.</p> <p>The layout of the answer demonstrates understanding of the required formalities and content of a particulars of claim.</p>

Draft a document which is legally comprehensive, identifying any ethical and professional conduct issues and exercising judgement to resolve them honestly and with integrity	The candidate's content is sufficiently detailed in the context of the client's case. For example, the candidate has set out the nature and terms of the contract (including oral variations), attached the written agreement and set out breach by the defendants (failure to pay), the amount due, the claim for interest and the statement of truth.
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