



SQE2 sample question and discussion of answer

Legal Writing (Business organisations, rules and procedures)

Reviewed December 2025

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 writing assessment. This is a computer-based assessment and candidates will have 30 minutes to complete the task.

For further details, 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: 11 February 202#
To: Candidate
Subject: Arjun Gupta – Sparkling Carpets

I had a telephone conversation yesterday with a new client, Arjun Gupta. Arjun contacted us for advice regarding Sparkling Carpets (the 'Business'), a business that he operates in partnership with his cousin, Priti Singh.

Arjun and Priti started the Business around four years ago to provide carpet cleaning services to local customers. The Business is conducted from premises located in Sheffield and both partners work full time for the Business during its regular business hours of 9am to 5pm Monday to Friday. They are equal partners in the Business and share all expenses and profits equally. They do not have a written partnership agreement. Although the Business is doing well, two issues have arisen recently which are of concern to Arjun.

The first issue relates to a customer of the Business, Alessia Ricci, a local hotel owner who also owns a large holiday rental property. This customer regularly uses the Business's carpet cleaning services for her local hotel and recently mentioned in conversation with Arjun how pleased she was with Priti's work in providing carpet cleaning services at her rental property to ensure her carpets were in perfect condition for guests.

Alessia Ricci told Arjun that Priti has been attending her holiday rental premises from time to time outside the Business's normal business hours to clean the carpets in between bookings. Arjun was unaware of this and asked Priti about it. She explained that she has a good relationship with Alessia Ricci and has been making some extra money for herself by providing these additional cleaning services in her spare time using the partnership equipment. Arjun would like to know whether Priti is entitled to keep the money she has made from this additional work.

The second issue is that Priti has recently been trying to persuade Arjun to purchase an expensive robot carpet cleaning machine (the 'Cleaning Machine') to enhance the Business's existing cleaning facilities. Arjun has told Priti that the Business cannot afford the Cleaning Machine. The partners took out a five-year bank loan when the Business was first set up, on which the Business is making regular repayments, and Arjun wishes to have this loan repaid in full before making any further investment in equipment. The loan will not be paid off until the end of next year. Arjun is concerned that Priti may nevertheless go ahead and purchase the Cleaning Machine without his agreement. If so, Arjun would like to know whether the Business would be liable for the purchase.

I informed Arjun that we would send him a letter advising him on these two issues. I also briefly discussed with him the benefits of having a written partnership agreement. Arjun indicated that he would like to discuss this further in due course **but for now wishes to deal only with the two issues outlined above.** You therefore do not need to address the benefits of a written partnership agreement in your letter.

I have already dealt with all client care and money laundering issues, so there is no need for you to deal with these.

Please write a letter to Arjun in my name, briefly explaining:

- 1. Whether Priti is entitled to keep the money she has made from the additional carpet cleaning services she has provided to Alessia Ricci; and**
- 2. Who would be liable to pay for the Cleaning Machine if Priti purchases it without Arjun's agreement.**

Arjun is not a lawyer, so it is important that your letter is simple and straightforward. However, he wishes to understand the legal background to your advice, so please provide brief legal explanations where appropriate.

Thanks

Partner

Note to Candidates:

You do not need to deal with any client care matters (including costs), money laundering, financial services or taxation issues.

You should write your answer on the electronic template provided. The template includes the recipient's contact details. It has been produced solely for the purposes of this assessment and may not fulfil all the legal requirements for business stationery of an LLP. You should not attempt to amend it to reflect those requirements.

Please do not record your name on the answer template.

END

Discussion of answer

Legal Writing

KEY LEGAL POINTS

These include the following:

Note that whilst citations (e.g. sections of the Partnership Act 1890) are included below to explain the legal position, it is not appropriate to include citations in your answer letter to the client.

The fiduciary duties owed by partners to each other, including full disclosure and the no profit rule; the obligation to account for secret profits

Partners in a traditional partnership owe fiduciary duties to each other, which encompass duties of good faith and loyalty, the duty to disclose all relevant information to the other partners, the duty to avoid conflicts of interests and the duty not to profit from the partnership without consent. There are also similar statutory obligations in the Partnership Act 1890, section 28 (duty to disclose information to other partners regarding all matters affecting the partnership), section 29 (duty to account for secret profits) and section 30 (duty to account for profits from competing business). These duties have been breached by Priti by the additional work she has undertaken for Alessia Ricci without the client's knowledge or consent.

Whether a partner has the authority to bind the partnership to a contract entered into by that partner

The relevant law includes the general agency principles applicable to the authority of a partner to bind the partnership and the statutory provisions in section 5 of the Partnership Act 1890. A partnership may be bound by a transaction entered into by one of the partners, even when that partner is acting without actual authority, if the partner has apparent authority to a third party (i.e. the third party believes that that partner has the authority to act on behalf of the partnership). If so, the partnership will be liable to the third party in respect of that transaction. The partner who acted without actual authority would in that instance be liable to indemnify the other partners for any loss suffered. If Priti attempted to purchase the Cleaning Machine without the client's agreement, it is therefore likely that the partnership would be bound by the transaction and therefore liable to pay the supplier if the supplier was unaware of Priti's lack of authority. However, Priti would be liable to indemnify the client for any loss suffered.

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 Legal Writing assessment. This answer is not perfect nor a model answer and there are further points which could be made.

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Mr A Gupta
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11 February 202#

Dear Arjun

Sparkling Carpets

I refer to our recent telephone conversation regarding your concerns over certain aspects of the recent behaviour of your business partner, Priti Singh. I have set out below my analysis in relation to each of your concerns.

Is Priti entitled to keep the money she has made from the additional carpet cleaning services she has provided to Alessia Ricci?

You informed me that you and Priti have been running a carpet cleaning business in partnership together for around four years. You recently discovered that Priti has been providing additional carpet cleaning services using the partnership's equipment outside the partnership's normal business hours to one of the business's regular customers, Alessia Ricci. Priti had not informed you that she was providing these additional services to Alessia Ricci and has kept for herself the money she has earned from providing those services.

I understand that you do not have a written partnership agreement regulating the organisation and management of the business and the relationship between the partners, so such matters will be determined according to the relevant law.

The law recognises that partners have a duty of the utmost good faith to each other. This includes making full disclosure of information relevant to the business and not making any unauthorised profit from the partnership business.

In the circumstances you have described, Priti has breached her duty to disclose information to you which is relevant to the business (i.e. that she is personally providing cleaning services using the partnership's property) and her duty not to make any unauthorised profits. She should pay back to the partnership the money she has earned from her use of the partnership property (such as cleaning tools and

equipment) and business connections (by doing private work for one of the partnership's regular customers without your knowledge and approval).

Who would be liable to pay for the robot carpet cleaning machine if Priti purchases it without your agreement?

You also mentioned that Priti may buy a robot carpet cleaning machine for the business without your agreement, and you are concerned that if she does so, the partnership could be liable to pay for this.

In the absence of any agreement to the contrary (for example in a written partnership agreement), day-to-day business matters would normally be decided upon by a majority of the partners. In your case, as there are only two partners, both of you would need to agree on partnership business decisions, such as the purchase of new equipment.

However, when dealing with third parties such as trade suppliers, you and Priti are both agents of the partnership and of each other for the purposes of the partnership business. This means that the partnership may be bound by a transaction entered into by one of the partners and therefore liable to the supplier in respect of that transaction. In most cases, the supplier will be entitled to assume that the person they are dealing with has the authority to bind the partnership, provided that the transaction relates to the normal type of business for the partnership and is of a kind for which the partner would normally be expected to have the authority to act. Additionally, the supplier would have to know or believe that the person they are dealing with is a partner and be unaware that the partner does not actually have the authority to act.

In your situation, if Priti purchased the robot carpet cleaning machine in the name of the partnership, this would be a transaction related to the partnership's business and where a partner would usually be expected to have the authority to act. If the supplier knew or believed Priti to be a partner and did not know that Priti had no actual authority to make the purchase, then the transaction would bind the partnership. This means that you and Priti would be jointly responsible for payment to the supplier.

As Priti would have acted without actual authority (that is, without your agreement to make the purchase), she would be under an obligation to indemnify you personally for any loss or liability you may incur as a result of the transaction. However, this would only be of use if she has the financial means necessary to compensate you.

I hope the above is of assistance. Please get in touch if you have any queries or wish to discuss anything further.

Yours sincerely

Partner

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 writing are as follows:

Skills

1. Include relevant facts.
2. Use a logical structure.
3. Advice/content is client and recipient focused.
4. Use clear, precise, concise and acceptable language which is appropriate to the recipient.

Application of law

5. Apply the law correctly to the client's situation.
6. 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 sample answer in relation to the criteria above was clearly competent for the following reasons:

SKILLS CRITERIA	
Include relevant facts	The candidate has identified key facts that are relevant to the legal analysis, for example the fact that there is no written partnership agreement, that Priti had not previously told the client about the additional work that she was doing for Alessia Ricci, that this additional work was outside of usual business hours and used partnership property and that the client is not in agreement with Priti's suggestion that the partnership purchases a new robot carpet cleaning machine.
Use a logical structure	The candidate has presented the information in a logical and coherent way, for example there is an appropriate greeting, an introductory and concluding paragraph, and the legal issues are presented in a logical structure.

Advice/content is client and recipient focused	As well as answering all the client's concerns, the candidate has clearly appreciated that the client is worried about potentially being personally liable to pay for the robot carpet cleaning machine if Priti purchases this without his consent. The candidate identifies that this is a possibility but reassures the client that Priti would be liable to indemnify him for any loss he suffers due to her acting without his agreement.
Use clear, precise, concise and acceptable language which is appropriate to the recipient	The candidate has set out the advice and analysis in a clear and comprehensible way to form the basis of a letter to the client, bearing in mind the recipient of the letter is a lay person. Legal concepts such as fiduciary duties and apparent authority of partners are, in the main, explained clearly.
LAW CRITERIA	
Apply the law correctly to the client's situation	<p>The candidate has identified the relevant duties that partners in a traditional partnership owe to each other and applied these to the situation to explain that Priti should have informed the client and obtained his consent in relation to the additional work for Alessia Ricci and should account to the partnership for profits made.</p> <p>The candidate has also identified that Priti would not have actual authority to purchase the robot carpet cleaning machine without the client's agreement, but if she did purport to do this, it is likely that the partnership would be liable to pay for the machine.</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. For example, the candidate explains to the client the basis of the duties that partners owe to each other and the effect of this in relation to the extra work that Priti has done, i.e. that Priti should have informed the client about this additional work and must now account to the partnership for the profits she made, since these were made from the use of the partnership equipment and business contacts.</p> <p>The candidate also explains the basis upon which Priti would be likely to have apparent authority to purchase the new robot carpet cleaning machine and why the partnership would therefore be bound to pay the supplier even though Priti would be acting without actual authority if she made this purchase without the client's agreement.</p>

	The candidate goes on to explain that Priti would be liable to indemnify the client for any loss suffered in that event.
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