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## **2025 Part B Course**

### **Sample Questions**

**Disclaimer:**

- The following set of sample questions is provided only to give an indication of the format and style of questions that may appear in the exam.
- These questions are based on past year papers and are intended solely as a study aid.
- For MCQ subjects, 3 questions of varying difficulty have been provided.
- For Written subjects, while the full question is not provided, part-questions / sub-questions have been provided.
- Please note that these sample questions will **not** appear in the actual exam.
- The answers to these questions are provided at the end for reference and self-assessment purposes only. The Institute will not be providing (1) additional sample questions; (2) the full answer scheme for written components; or (3) explanations for why certain answers are correct or wrong.
- For written questions, the full answer is not provided, but some truncated / abbreviated assessment tips have been included to guide your understanding of the expected response.

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## Ethics and Professional Responsibility

1. Otto is an experienced criminal defence lawyer who practices as a sole proprietor. He is approached by Stelle and Jade, two university students who are each facing several charges of Unlawful Stalking under the Protection from Harassment Act 2014. The alleged victim in all the above charges is Dan, who studies at the same university.
2. Stelle and Jade inform Otto that that they had indeed carried out at least some of the acts which they are accused of, including sending Dan hundreds of text messages over a period of two weeks, loitering outside Dan's classroom, loitering outside Dan's university housing, taking hundreds of photographs of Dan, and rummaging through trashcans to collect items discarded by Dan. They explain to Otto that Dan reminds them of a well-known actor from a popular television drama series, and that they meant no harm but only wanted to get to know him better. Jade also informs Otto that she will pay for all legal fees as Stelle has limited financial resources. Otto agrees to act for both Stelle and Jade, and he hands each of them his firm's standard engagement letter, which they sign.
3. Otto reviews the evidence with Stelle and Jade, and advises Stelle that it will be difficult for her to avoid a conviction as she had sent most of the text messages to Dan and she was present at all the loitering incidents, as compared with Jade who was only present on some occasions and who had only sent a few messages to Dan. He advises Stelle that, she may be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both, but as a first-time offender, she is likely to receive a fine (candidates can assume that Otto's advice to Stelle is accurate). Jade further informs Stelle that she will help to pay for any fine which Stelle receives. Stelle agrees. Stelle pleads guilty to the charges against her. In mitigation, Otto asks the court for leniency based on the usual mitigating factors. Stelle is convicted and fined \$1,000.

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Stelle is elated as the fine is at the lower end of what she could have been liable for, and in any event, Jade has already agreed to pay for the above.

4. Jade, on the other hand, tells Otto that she intends to contest the charges against her. Jade informs Otto that she has a lot to lose as she works as a part-time social media influencer and model, and that she also comes from a wealthy and well-connected family with a reputation to protect. She says she has reflected on her unhealthy obsession with Dan and that she just wants to move on with her life. She implores Otto to secure an acquittal or the lightest possible sentence. Otto reassures Jade that he will do his best [...]

**Discuss and evaluate:**

- (a) Otto's conduct in agreeing to act for both Stelle and Jade in relation to the proceedings (with reference to the facts set out at paragraphs 1-4 above) (20 marks)**

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## Corporate and Commercial Practice – Banking & Fundraising

1. Part B Course Pte Ltd has entered a committed five-year term loan facility. It intends to give the bank a drawdown notice, and your friend wants to know what, if anything, he should ensure before issuing the drawdown notice. Select all the following statements that may apply.

- I. He should ensure that all representations and warranties in the facility agreement remain true and accurate.
- II. He should ensure that no material adverse change has occurred since the original financial statements were provided by the company.
- III. He should prepare a copy of the company's pro forma financial statements for the period up to the date of the drawdown notice.
- IV. He should obtain a written confirmation by each of the directors that it is in the company's best interests to drawdown on the facility.
- V. He should ensure that there are no events of default in existence and that none would result from borrowing under the facility agreement.

- A. I, II and V only.
- B. All of the above.
- C. I, II, III and V only.
- D. I and V only.

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2. How does a bank ensure that its position vis-à-vis the borrower is protected during the life of the facility?

- A. The facility agreement will contain various covenants or undertakings by the borrower which require the borrower to refrain from certain activities that may pose a risk to its creditworthiness, and which will allow the bank to monitor the continued creditworthiness of the borrower.
- B. The facility agreement will contain various covenants or undertakings by the borrower which require the borrower to refrain from undertaking any business risks and which will allow the bank to monitor the continued creditworthiness of the borrower.
- C. The facility agreement will contain various covenants or undertakings by the borrower which require the borrower to refrain from undertaking any business risks and allow the bank to send auditors to inspect the borrower's accounts annually.
- D. The facility agreement will contain various covenants or undertakings by the borrower which require the borrower to refrain from certain activities that may pose a risk to its creditworthiness and allow the bank to send auditors to inspect the borrower's accounts annually.

3. Part B Course Pte Ltd wants to raise funds via a medium-term note programme offered on the international debt capital markets. The CEO says that this “benefits the company because this allows it to raise more money from a wider range of investors at a lower cost than a domestic standalone issuance which faces more regulatory requirements.” Do you see anything wrong with this statement?

A. Raising money on the international debt markets does give a company access to a wider range of investors, allowing it to potentially raise more money compared to a domestic issuance. However, the company must comply with more regulatory requirements than a domestic issuance and it is generally more complex and costly compared to a standalone issuance.

B. Raising money on the international debt markets gives the company access to a wider range of investors, allowing it to potentially raise more money, with less complex regulatory requirements than raising money on the domestic market. But using a medium-term note programme instead of a standalone issuance makes it more complex and hence more expensive than a standalone issuance.

C. Raising money on the international debt markets is less complex than a standalone issuance. But doing it by way of a medium-term note programme on the domestic market would be cheaper and allow it to raise more funds from more investors.

D. Raising money on the international debt markets does give a company access to a wider range of investors. However, the company must comply with more regulatory requirements than a domestic issuance. Furthermore, it would raise more money via a standalone issuance on the domestic market at lower cost.



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## Corporate and Commercial Practice – Corporate Governance

1. Fondue Limited is listed on the Mainboard of the SGX-ST. Mr. Chocolate, the Chairman and Chief Executive Officer of Fondue Limited, is being investigated for intentionally making a false police report against his neighbour, including serious allegations under the Penal Code.

Which of the following statements is true under the Listing Rules?

I. As the investigation relates to the personal affairs of Mr. Chocolate and has nothing to do with the company's business, Fondue Limited is not required to announce the investigation.

II. Fondue Limited can choose to publicise the investigation by way of an official statement to the local press instead of an announcement via SGXNET, as this would reach a larger number of people.

III. Fondue Limited can choose not to announce the investigation immediately as it wishes to wait to see if Mr. Chocolate will be charged in court.

A. I only.

B. II and III only.

C. I and III only.

D. None of the statements is true.

2. Friendship Limited is a company listed on the Mainboard of the SGX-ST. Its most recent financial year ended on 30 June 2024. Which of the following action(s) would be in compliance with the Listing Rules?

I. Holding its annual general meeting on 20 November 2024.

II. Issuing its annual report on 5 October 2024, 15 days before holding its annual general meeting on 20 October 2024.

III. Announcing its unaudited financial results for the full financial year on 25 August 2024.

IV. Announcing its unaudited financial results for the full financial year together with its annual report on 20 October 2024.

- A. I and III only.
- B. II and III only.
- C. I and IV only.
- D. II only.

3. Which of the following actions of Scrambled Eggs Limited, a company listed on the Mainboard of the SGX-ST, is a “transaction” which would be subject to Listing Rules 905, 906 and 907?

- I. A “golden parachute” payment to a director of Scrambled Eggs Limited whose employment has been terminated.
- II. A grant of options for shares in Scrambled Eggs Limited to an interested person pursuant to an employees' share option scheme that has been previously approved by the SGX-ST and shareholders.
- III. The receipt of financial assistance from a licensed financial institution which is an interested person, on normal commercial terms and in the ordinary course of business.

- A. I only.
- B. I and II only.
- C. II and III only.
- D. None of the actions would be subject to Listing Rules 905, 906 and 907.

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## Corporate and Commercial Practice – Insolvency & Corporate Restructuring

1. Who may make a bankruptcy application against an individual?

- A. The nominee supervising the implementation of a voluntary arrangement proposed by the individual and approved under Part 14 of the IRDA.
- B. The individual himself or herself.
- C. One of the individual's creditors.
- D. All of the statements are accurate.

2. A bankruptcy application has been filed against Ms Zhu by Ruby Bank. Ms Zhu has heard about it and wishes to be placed under the debt repayment scheme. Which of the following statements is correct?

- I. Ms Zhu is eligible for the debt repayment scheme so long as her debt to Ruby Bank does not exceed S\$150,000.
- II. If Ms Zhu is placed under the debt repayment scheme, she must enter into a debt repayment plan and repay her debts over a fixed period of no more than 3 years.
- III. Ms Zhu must be found suitable for the debt repayment scheme by the Official Assignee.
- IV. To be eligible for the debt repayment scheme, Ms Zhu's total debt owed to all her creditors, including her debt to Ruby Bank, must not exceed S\$150,000.

- A. III and IV.
- B. II, III, and IV.
- C. I, II and III.
- D. I and III.

3. Granger is CEO of Sneaker Pte Ltd ("SPL"), a company which makes sneakers. Beatrix Pte Ltd ("BPL") is a key supplier of fabrics and leathers to SPL. Granger Marketing Pte Ltd ("GMPL"), a subsidiary of SPL, is a distributorship which supports both SPL's and BPL's businesses.

In June 2023, SPL became cash strapped because of shocks to the global supply chain, and defaulted on multiple payments to various creditors. SPL's main creditor, Mega Big Bank, threatened to call upon its mortgage on SPL's factory if SPL did not regularise its payments to the bank.

Granger entered the following transactions to try and save her business, which ultimately became insolvent and a winding up application was made against SPL in June 2024. Which of the following would most likely be a voidable transaction?

- A. A large lump sum payment in January 2024 to repay the outstanding mortgage payments to Mega Big Bank.
- B. Continuous monthly payments to BPL in March 2024 to maintain the supply of raw materials needed in SPL's manufacturing process.
- C. A payment to GMPL in February 2024 to cover the costs of services provided to SPL.
- D. A sale of machinery to a third party at fire-sale prices in May 2024 to obtain cash to make a lump sum payment to Mega Big Bank.

## Corporate and Commercial Practice – Intellectual Property

1. Which of the following statements is INCORRECT?

- A. Copyright does not need to be registered for there to be copyright protection.
- B. Confidential information can be protected indefinitely as long as it remains confidential.
- C. All intellectual property protection is global because of international treaties such as the TRIPS Agreement.
- D. A sign, being a combination of only pictorial elements, could be a registrable trade mark.

2. Fill in the blank. An application for a declaration of invalidity \_\_\_\_\_.

- A. must be filed within 2 months from the date of publication of the trade mark under challenge.
- B. may be filed in court or before the Registrar of Trade Marks.
- C. may be filed against a registered trade mark if it was not put to genuine use in the course of trade.
- D. will lead to the registration of the challenged mark being deemed never to have been made if there were no transactions past and closed.

3. Under the SWOT analysis framework, which of the following pairs of statements in relation to a company's IP POSITION is correct?

- A. Its strength is that its employees are experts in the field and can develop new technology; its opportunity is that the employees are well trained to protect the confidentiality of its research breakthroughs.
- B. Its weakness is that the government has stopped tax rebates for investment in IP development; its threat is that its novel inventions are neither protected by patents nor measures preserving confidentiality.
- C. Its strength is that the land on which its factory sits has just been fully paid for; its weakness is that corporate income tax rates have increased.
- D. Its opportunity is that there is a demand for its new inventions in Foreign Country A where IP protection is strong; its threat is that a former key employee did not sign any confidentiality undertaking and has set up a competing business.

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## Corporate and Commercial Practice – Mergers & Acquisitions

1. Your client wishes to form a joint venture with another party to establish a manufacturing business in Singapore. The joint venture will need to borrow money from a bank and engage a contractor to build the manufacturing facility and your client does not wish to be subject to any contractual liability from the arrangements that the joint venture is a party to. Which of the following forms of joint ventures / corporate vehicles will best meet your client's criteria?

- A. A company limited by guarantee.
- B. A general partnership.
- C. A contractual alliance.
- D. A private company limited by shares.

2. Your client is a minority shareholder in a joint venture. To best protect his position, which of the following rights should you negotiate for?

- I. Reserved matters which require the approval of the minority shareholder.
- II. Board representation and information rights for the minority shareholder.
- III. Call option arrangements which allow the majority shareholder to acquire the shares of the minority shareholder, if the company is sold to a third party.
- IV. A provision that grants the majority shareholder the right to conduct a rights issue, which provides that the minority shareholder will pay fair market value.

- A. I only.
- B. I and II only.
- C. I, II and III only.
- D. All of the rights.

3. Which of the following statements accurately describe how a seller should manage the disclosure of commercially sensitive information to a potential buyer during a due diligence process?

- I. Withhold the release of commercially sensitive information to the potential buyer unless there is greater certainty of a transaction with the potential buyer.
- II. Redact commercially sensitive details of such information before sharing with the potential buyer.
- III. Grant unlimited and unfettered access to such information to the potential buyer.

- A. I only.
- B. I and II only.
- C. II and III only.
- D. All of the statements.



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## Corporate and Commercial Practice – Competition Law

1. The CCCS has found Company A to have infringed the Section 34 prohibition of the Competition Act 2004. In determining the financial penalty to be imposed on Company A, which of the following financial statement items is most likely to be directly used by CCCS as a starting point for its calculation?

- A. The company's total assets as reported on the balance sheet.
- B. The company's net profit as reported on the income statement.
- C. The company's total shareholder equity as reported on the balance sheet.
- D. The company's turnover in the relevant market as reported in the financial statements.

2. The Inter-City Transport Association ("ICTA") represents 20 bus companies operating services between two neighbouring countries, Alpha and Beta. Following a series of meetings facilitated by ICTA, the following events occurred:

- 15 of the 20 companies agreed to implement a uniform "fuel surcharge" on all tickets.
- ICTA circulated a recommended minimum price list for popular routes to all members.
- Three companies attended meetings but claim they never implemented the agreed prices.
- Two companies didn't attend meetings but adjusted their prices shortly after, citing "market conditions".
- The agreements affected both direct bus services and packaged tours.

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The competition authority of country Alpha is now investigating this conduct. Assume the competition laws of Alpha to be similar to that of Singapore. Which of the following statements correctly applies the principles of competition law to this scenario?

- A. Only ICTA and the 15 companies that explicitly agreed to the fuel surcharge have infringed competition law, as active participation is required for liability.
- B. All 20 companies and ICTA are part of a single continuous infringement, with the extent of participation affecting the level of penalties rather than liability itself.
- C. The fuel surcharge and minimum price agreements constitute separate infringements, and companies are only liable for the specific agreements they directly participated in.
- D. This conduct falls outside the scope of competition law due to its cross-border nature and potential efficiencies in standardised pricing for international transport.

3. Pharmaceutical companies A, B, C and D are the only suppliers of a critical vaccine in Singapore. Company A holds a patent on the vaccine but has licensed production to B, C and D. Recently, A, B and C companies simultaneously announced nearly identical price increases, citing rising production costs. However, a whistleblower from Company B alleges that the CEOs of all three companies met privately to discuss "stabilising the market." However, the CEO of Company C had actually left the meeting halfway to take a call. Meanwhile, Company D, while invited, declined to join the meeting.

Which of the companies could be assessed to have acted in contravention of the Section 34 of the Competition Act 2004?

- A. Only A, B and C.
- B. Only A.
- C. Only A and B.
- D. All 4 companies.

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## Corporate and Commercial Practice – Taxation

1. Which of the following statements is INCORRECT?

- I. Only income derived by Singapore incorporated companies is taxable in Singapore.
- II. Foreign-sourced income is chargeable to tax in Singapore upon receipt.
- III. All gains derived from Singapore are subject to the prevailing corporate income tax rate of 17%.
- IV. Royalty income, which is not derived from a trade, business, profession or vocation carried on in Singapore, is not taxable in Singapore.

- A. I, III and IV only
- B. II, III and IV only
- C. I, II and IV only
- D. I, II and III only

2. SingCo A acquired the business assets of an unrelated SingCo B. SingCo A borrowed funds from a Singapore bank to finance the acquisition. Which of the following statements is correct?

- I. For income tax purposes, the trading stocks of SingCo B must be transferred to SingCo A at open market value.
- II. Section 24 election is not available on the transfer of plant and machinery from SingCo B to SingCo A.
- III. The interest expense incurred by SingCo A is not tax deductible as it is incurred for a capital transaction.
- IV. Section 19B writing-down allowance is not available to any goodwill acquired by SingCo A.

- A. All of the above statements
- B. I, II and IV only
- C. II, III and IV only
- D. II and IV only

3. Which of the following statements on Section 10L is INCORRECT?

- I. Section 10L captures gains from the sale of intangible assets situated outside Singapore.
- II. Gains from the sale of foreign assets are received in Singapore only if any of the provisions under Section 10L(9) is triggered.
- III. A pure equity-holding entity is excluded from Section 10L.
- IV. An excluded entity includes one that maintains adequate economic substance in Singapore immediately prior to the sale of the foreign assets.

- A. I, III and IV only
- B. III and IV only
- C. All of the above statements
- D. I and II only

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## Corporate and Commercial Practice – Admiralty

MV EPL was sold by BLUES Ltd to GOONERS Ltd on 1 June 2024. The ship was renamed MV SIRI AH.

MV SIRI AH was arrested in Singapore on 21 August 2024 by the previous Master and crew, who were employed while the ship was then owned by BLUES Ltd, to recover their outstanding salary.

FOOL-HUM Ltd believes that it has a claim against MV SIRI AH, on the basis that the cargo that is evidenced by the original bills of lading which it is the lawful holder of, was mis-delivered to another party. The bills of lading were issued by GOONERS Ltd, and the mis-delivery took place on 1 July 2024.

1. Which of the following claims may the previous Master and the crew have against MV SIRI AH?

- A. A claim arising out of any agreement relating to the carriage of goods in a ship or the use or hire of a ship under Section 3(1)(h) read with Section 4(4) of the High Court (Admiralty Jurisdiction) Act (“HCAJA”).
- B. A claim in respect of goods or materials supplied to a ship for her operation or maintenance under Section 3(1)(l) read with Section 4(4) of the HCAJA.
- C. A claim by a master or a member of crew for wages under Section 3(1)(n) read with Section 4(3) of the HCAJA.
- D. A claim by a master in respect of disbursements made on account of a ship under Section 3(1)(o) of the HCAJA.

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2. Which of the following statements relating to the previous Master's and crew's claim against MV SIRI AH is correct?

- A. The previous Master and crew are not entitled to arrest MV SIRI AH because their claim does not fall within Section 3(1) of the HCAJA.
- B. The previous Master and crew are not entitled to arrest MV SIRI AH because the party that is liable in an action in personam for their claim is BLUES Ltd, and BLUES Ltd is not the relevant person at the time when the action is brought.
- C. The previous Master and crew are entitled to arrest MV SIRI AH because BLUES Ltd is the party that is liable in an action in personam for their claim, and it remains the beneficial owner of MV SIRI AH, at the time the action is brought.
- D. The claim of the previous Master and crew claim has a maritime lien, and they are entitled to arrest, irrespective of whether BLUES LTD remained the beneficial owner, at the time when the action is brought.

3. Prior to starting an action against MV SIRI AH, FOOL-HUM Ltd has learnt that GOONERS Ltd owns MV DEEVESIE. MV DEEVESIE is expected to arrive in Singapore shortly. Which of the statements below is correct?

- A. FOOL-HUM Ltd should only pursue its claim against MV SIRI AH and not MV DEEVESIE because its claim arises in connection with MV SIRI AH, and not MV DEEVESIE.
- B. FOOL-HUM Ltd cannot arrest MV DEEVESIE because the party that is liable in an action in personam for its' claim is BLUES Ltd, and it is not the owner of MV DEEVESIE.
- C. FOOL-HUM Ltd cannot arrest MV DEEVESIE because FOOL-HUM cannot satisfy Section 3(1) of the HCAJA.
- D. FOOL-HUM Ltd can arrest MV DEEVESIE because the party that is liable in an action in personam for its claim is GOONERS Ltd, and it is the beneficial owner of MV DEEVESIE.

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## Dispute Resolution Practice – Civil Litigation

You act for Mr D and Ms F, the majority shareholders of N Pte Ltd, a Singapore incorporated company. The minority shareholder of N Pte Ltd, Mr C, has commenced proceedings against your clients for shareholder oppression. In particular, Mr C alleges that Mr D and Ms F have excluded him from major decisions of N Pte Ltd and have acted in a manner that unfairly prejudices him. In addition, Mr C is claiming against Mr D and Ms F for conspiracy to injure him by unlawful means. Pleadings have just completed and a first case conference for the matter is in 2 weeks.

- (a) Mr D and Ms F take the view that the conspiracy claim is entirely unsustainable since Mr C is unable to point to any “unlawful means” in his statement of claim. They would like to get rid of the clearly unmeritorious conspiracy claim as soon as possible, so that they do not have to spend further time and costs on dealing with it. Please advise Mr D and Ms F, including on the application that should be filed and the steps that must be taken to file the application, with reference to the applicable provisions of the Rules of Court. [Total 10 marks]**

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## Dispute Resolution Practice – Arbitration

1. What is the primary legislation governing international arbitration in Singapore?
  - A. Singapore Arbitration Act.
  - B. Singapore International Arbitration Act.
  - C. Singapore Commercial Arbitration Act.
  - D. New York Convention.
  
2. Which of the following statements is true about the Singapore Arbitration Act?
  - A. It implements the UNCITRAL Model Law on International Commercial Arbitration.
  - B. Parties to domestic arbitrations seated in Singapore that would otherwise be governed by the Arbitration Act can agree to opt in to the International Arbitration Act.
  - C. There are more grounds for setting aside an award as compared to the International Arbitration Act.
  - D. The timeline to set aside an award under the Arbitration Act is longer than that in the International Arbitration Act.



3. Under Singapore law, if a respondent wishes to contest the jurisdiction of the arbitral tribunal, it \_\_\_\_\_:

- i. Must inform the tribunal immediately after being notified of the arbitration.
- ii. Must commence Court proceedings immediately after being notified of the arbitration.
- iii. Must not participate in the appointment of the tribunal.

- A. i only.
- B. ii only.
- C. iii only.
- D. None of the options.

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## Dispute Resolution Practice – Mediation Advocacy

1. Which type of mediation is also known as interest-based or problem-solving mediation?

- A. Evaluative Mediation.
- B. Facilitative Mediation.
- C. Transformative Mediation.
- D. Directive Mediation.

2. Which of the following statements are untrue?

- i. During an evaluative mediation, there is greater intervention by the mediator, and parties have less control over the outcome.
- ii. Evaluative mediators have expertise in the mediation process and techniques, but they do not have expert knowledge of the subject matter in dispute.
- iii. Facilitative mediation is also known as advisory or managerial mediation.
- iv. The main objective of facilitative mediation is to reach a settlement according to the legal rights and entitlement of the parties, within the anticipated range of court outcomes.

- A. i and ii only.
- B. ii and iii only.
- C. ii, iii and iv only.
- D. i, ii, iii and iv.

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3. Which of the following statements about the Singapore International Mediation Institute (SIMI) are true?

- i. It is the premier independent professional standards body for the mediation industry in Singapore and the region.
- ii. It maintains a register of accredited mediators and mediation organisations.
- iii. Amongst its various functions, it also upholds professional standards through ongoing development and review of training and service benchmarks.
- iv. It is a non-profit organisation, with support from both the Ministry of Law as well as the Singapore Management University School of Law.

- A. i and ii only.
- B. i, ii and iii only.
- C. i, iii and iv only.
- D. i, ii, iii and iv.

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## Dispute Resolution Practice – Written Advocacy

### A. INSTRUCTIONS

1. This part of the examination is designed to test your knowledge and understanding of written advocacy in relation to the drafting of a letter of demand.
2. The letter must conform with and be consistent with the *Legal Profession (Professional Conduct Rules) 2015* and *Law Society of Singapore's Practice Directions*.

### B. FACTUAL MATRIX

3. You work in the firm of Xtra Legal LLC ("XL"). You are an associate who has been tasked with assisting your managing director on a case where XL represents Yellow Flame Kindergarten Pte Ltd ("YFK").
4. YFK leased 99 Waterlogged Way, Singapore 220099 ("Premises") and operated the same as a kindergarten from 1 October 2019 to 30 September 2024. The landlord and owner of the Premises is Mrs. Patience Noh ("Mrs. Noh").
5. On 28 September 2024, there was a joint inspection involving YFK's director Mrs. Terri Kate Hu ("Mrs. Hu"), YFK's operations manager Ms. Rosalind Sim ("Ms. Sim") and Mrs. Noh. This took place at the Premises between 10:30 am to 12:00 noon. Thereafter, Mrs. Noh received the keys back from Ms. Sim.
6. Later that same evening at around 6:53pm, Mrs. Noh sent a WhatsApp message to Ms. Sim stating as follows:

*I do not accept the handover that took place earlier todayyy [sic]. I also can't accept the joint inspection was done properly.*

*Please let me know where the kindergarten has moved to. I will drop early next week to pass you the keys. I expect Yellow Flame to do reinstatement works immediately. The condition you left my property in and damage caused is unacceptable!!*

*I will not be returning the security deposit until you sort out the rectification works which I believe is more than the \$70,000.00 that I has [sic] with me.*

7. Ms. Sim informed Mrs. Hu about the WhatsApp message and was instructed to ignore it since YFK took the view that the Premises were duly handed over and what remains is the return of the security deposit in the sum of \$70,000.00.
  8. The relevant terms of the tenancy agreement for the Premises are found at Annex A.
  9. At the recent meeting *via* Zoom with Mrs. Hu and Ms. Sim, XL was provided with certain instructions. Your notes from the meeting are found at Annex B.
  10. **Please proceed to prepare the draft letter of demand for the return of the security deposit and the written offer of amicable resolution (as required under Order 5 of the Rules of Court 2021).**
- C. CONCLUSION**
11. There is no minimum or maximum word count, save that the letter of demand must properly and concisely set out YFK's claims.

## ANNEX A

**[EXTRACTS OF THE TENANCY AGREEMENT]**

TENANCY AGREEMENT FOR 99 WATERLOGGED WAY, SINGAPORE 220099  
DATED 1 AUGUST 2019 (“**TA**”)

BETWEEN

(1) PATIENCE NOH (NRIC. No. S6980765A) ... ... (“**Landlord**”)

AND

(2) YELLOW FLAME KINDERGARTEN PTE. LTD. (UEN No. 200912121N) ... ... (“**Tenant**”)

(collectively “**Parties**”)

WHEREAS

- A. The Tenant is interested and willing to rent from the Landlord the premises at 99 Waterlogged Way, Singapore 22099 (“**Premises**”).
- B. The Tenant will be operating a kindergarten at the Premises.

IT IS HEREBY AGREED AS FOLLOWS

1. Term

The Premises will be let by the Landlord to the Tenant for a period of 6 years, from 1 October 2019 to 30 September 2024.

2. Rent

It is hereby agreed that the Tenant will pay to the Landlord the monthly rental of \$20,000.00 (Singapore Dollars Twenty Thousand) on the last day of each month in advance and without any deduction whatsoever (“**Rent**”).

... ..

3. Security Deposit

3.1 The Tenant shall upon the execution of this TA pay and/or transfer to the Landlord the sum of \$70,000.00 (Singapore Dollars Seventy Thousand) which

is equivalent to 3<sup>1</sup>/<sub>2</sub> months' Rent that is to be held by the Landlord as a security deposit for the due performance and observance of the terms and conditions in this TA.

- 3.2 The Landlord shall return the security deposit within 14 calendar days from the date of joint inspection, less any deductions.

... ..

*[clauses relating to the Landlord's obligations]*

*[clauses relating to the Tenant's obligations]*

... ..

#### 19. Joint Inspection & Handing Over

Upon expiration of the Term or earlier determination thereof, the Tenant shall deliver the Premises to the Landlord after a joint inspection by the Parties. Thereafter, the Tenant shall not be under any liability whatsoever to the Landlord and the Landlord shall not have any claim against the Tenant in respect of any damage to the Premises other than for the damage ascertained at the joint inspection.

... ..

#### 20. Notice

Any notices under and in relation to this TA must be in writing and sent as follows.

20.1 The Landlord

Patience Noh  
82 Hollow Way  
Singapore 280082

Email: [nohpatience@gmail.com](mailto:nohpatience@gmail.com)

20.2 The Tenant

Yellow Flame Kindergarten Pte Ltd  
123 Office Space Lane  
#02-03 Cabinet Towers  
Singapore 330123  
Attention: Mrs. Terri K Hu

Email: [tkhu@yellowflame.com.sg](mailto:tkhu@yellowflame.com.sg)

21. Entire Agreement

This TA constitutes the entire agreement and understanding between the Parties.

... ..

24. Dispute resolution & choice of law

28.1 Parties to this contract of employment submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

28.2 This TA is governed by Singapore law.

[Signed by Landlord]

[Witnessed by Ms. ABC]

[Signed by Mrs. Terri Hu  
for and on behalf of the Tenant]

[Witnessed by Mr. XYZ]



**ANNEX B****[EXTRACTS OF ATTENDANCE NOTES]**

Date: \_\_\_\_\_ at 4:00pm

Location: Virtual (Zoom)

Attendees: Mrs. Hu (YFK), Ms. Sim (YFK), Boss & Myself

1. Client sent us a copy of the tenancy agreement by email at 12:00pm ("Client Email").
2. Security deposit of \$70k provided on 01-08-2019 when tenancy signed.
3. Joint inspection took place on 28-09-2024 for 1.5 hours from 10:30am at the premises - 99 Waterlogged Way.
  - (a) Landlord carefully inspected the premises and took her time to look around.
  - (b) No complaints by landlord, she seemed satisfied.
  - (c) Confident that the premises were left in a good condition, fair wear and tear excepted.
  - (d) Keys returned to landlord which she accepted. Premises handed over.
4. Later that same evening of the hand over at around 6:53pm, landlord sent WhatsApp message to Ms. Sim. Screenshot of the message was also provided – see Client Email.
5. Mrs. Hu and Ms. Sim regret not taking photographs or a video of the handing over. Thinks it would solve the problem Yellow Flame is facing now.
6. Landlord did not return the security deposit within 14 days after the joint inspection and handover. Yellow Flame thinks it is a breach of the tenancy agreement.
7. Despite the allegation that the premises was damaged, or the condition was unacceptable, there has been no claim by landlord aside from sending the WhatsApp message on 28-09-2024 at 6:53pm.
8. Numerous calls have been made by Ms. Sim over the past 4 weeks to the landlord, but she refuses to answer the calls. No choice but to have lawyers assist to get the money back.
9. Yellow Flames wants letter of demand to be issued within the course of the coming week and is anxious to get the security deposit (which is not a small sum of money) back.

10. Yellow Flame's banking details.

Bank Name: Assured Reliance Bank  
Bank Account Number: 001-7777-666  
Account Name: Yellow Flame Kindergarten Pte Ltd

11. Yellow Flame wants XL to consider the following to be included into the letter of demand.
- (a) A claim for the trouble and inconvenience it has been put through in trying to chase for repayment of the security deposit.
  - (b) Legal costs for the letter of demand (which we have agreed to charge \$400.00 all-in including GST).
  - (c) Interest for the unreturned security deposit from the 15<sup>th</sup> day after the joint inspection / hand over as Yellow Flame has been denied the use of the money in the interim.
12. Client advised as to the need for amicable resolution (O.5 ROC 2021) prior to commencing proceedings and understood the implications of not making such an offer.
13. Instructed to make an offer of resolution with a \$5,000.00 reduction from the outstanding security deposit to close the matter off. Client is agreeable to it receiving the payment directly. Payment should be received within 14 days of acceptance.

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## Private Client Practice – Criminal Litigation Practice & Procedure

On 18 October 2024, Miss Sunshine attended at your law firm for an initial consultation. Miss Sunshine informs you that she received a letter from Tanglin Police station requiring her to attend at the police station at 12 noon on 25 October 2024 to assist the police with investigations relating to an incident that took place on 5 October 2024 at or around 3.30 p.m. at Tanglin Mall.

Miss Sunshine further informs you that she called the police officer and found out that she is required to assist in investigations related to a theft incident.

Miss Sunshine is very nervous as this is her first time going to a police station. Miss Sunshine intends to attend at the police station as is required of her. However, Miss Sunshine says this, *“Can I tell the police that I was not at Tanglin Mall on 5 October 2024? I am very scared. What if I tell the police that I was with my friend at Takashimaya instead? I can delete the photo that I took with my phone at Tanglin Mall on 5 October 2024. Do you think that will help get the police off my back and not investigate further?”*

**Miss Sunshine seeks your preliminary advice as regards her questions. Additionally, Miss Sunshine would like to know what she should say if the police decides that she is to be charged for the theft offence. [10 marks]**

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## Private Client Practice – Family Law Practice

You have a client by the name of John. John shared with you that his wife, Joanne has just commenced divorce proceedings against him on the fact of his behaviour as the cause for the breakdown of the marriage. They have 2 children, Elizabeth (12 years old) and Ethan (10 years old). John shared that Joanne had left the home with the 2 children about a month ago and Joanne has obstructed all attempts made by him to contact the children. Joanne has also refused to consider any request by him to spend time with the children. John believes that Joanne is alienating the children against him as Elizabeth has told the father via a text message that she does not wish to speak to him or to see him again. This was despite the fact that John had a wonderful relationship with Elizabeth prior to them leaving the matrimonial home. John had also managed to speak to Ethan at his school when Ethan cried to him that he wanted to go home and that he misses the father. Joanne has threatened John that she will be seeking an order for sole custody care and control of both children. John confides in you that he is not able to look after both children, but he would like to have care and control of Ethan. John is quite confused over the different terminologies that he has learnt from his friends, and he would like you to explain the differences between sole, shared and split care and control.

**You are to discuss with John the possible Orders that the Court may make with respect to custody, care and control of the children as well as access arrangements. You are also to explain to John the difference between sole, shared and split care and control arrangements including access.**

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## Private Client Practice – Muslim Family and Succession Law

1. Which of the following statements is correct?

- A. The Singapore Syariah Court is available for any Singaporean, regardless of his or her religion, to obtain a divorce.
- B. If the marriage is registered at the Singapore Registry of Muslim Marriages, a person can opt to have his or her divorce heard at either the Family Justice Courts or Singapore Syariah Court.
- C. A Singaporean Muslim man, married to a non-Muslim woman in a foreign country, can opt for a divorce at the Singapore Syariah Court if his wife consents.
- D. A foreign Muslim, married under Muslim law, can file for at the Singapore Syariah Court if he has been habitually resident in Singapore for at least three continuous years.

2. If a Wife files for divorce and the Husband refuses to pronounce the Talak, what is the practice at Syariah Court?

- A. The Syariah Court will decline to hear the matter until the Husband agrees to pronounce the Talak.
- B. The Syariah Court will order the Wife to withdraw her divorce application.
- C. The Syariah Court will direct the Wife to file for divorce at the Family Justice Courts instead.
- D. The Syariah Court can direct or get parties to consent to attend a Hakam session where the Hakam is empowered to pronounce the Talak on behalf of the Husband.

3. In which of the following situations will the Syariah Court of Singapore have jurisdiction?

- A. An application by a Muslim wife to register a divorce, where the husband had already pronounced Talak on her.
- B. An application by a Muslim man to marry another second. wife.
- C. An application by a Muslim wife for a divorce, where the parties have already been divorced at a Syariah Court in Malaysia.
- D. An application by a Muslim woman against her former husband for spousal maintenance, where their divorce had been registered at the Syariah Court 6 years ago.

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## Private Client Practice – Probate & Succession Planning

1. Eunice's husband Harold passed away last year in a car accident with their daughter Doreen. Doreen is survived by her two-year-old son George. Eunice passed away recently, survived by her sons Steven (32) and Stanley (30). Eunice has no other relatives. In her Will, Eunice appointed her husband Harold as the executor, and gave one-third each of her estate to Doreen, Steven and Stanley. Which of the following statements is correct?

- A. To administer the estate, either Steven or Stanley can act alone to apply for a grant of probate.
- B. To administer the estate, either Steven or Stanley can act alone to apply for a grant of letters of administration with Will annexed.
- C. To administer the estate, it will be necessary for Steven and Stanley to apply for a grant of letters of administration with Will annexed, provided that they have the consent of George's guardian.
- D. To administer the estate, it will be necessary for Steven and Stanley to apply for a grant of letters of administration with Will annexed.

2. Lyndon, a practising lawyer in Singapore, drafted a Will for his friend Kenneth in 2015. Kenneth's beneficiaries according to his Will are his wife Kara, his children Kelly and Keith and his parents Betty and Bobby. The original Will was kept by Lyndon and Kenneth had a copy of the Will. In 2020, Kenneth and Kara divorced. Kenneth died in a car accident recently. Kenneth's copy of the Will was found amongst his possessions and on the front page, Kenneth had written "This is revoked!!" and appended his signature to that sentence. Which of the following statements is correct?

- A. The beneficiaries to Kenneth's estate are Kara, Kelly and Keith, Betty and Bobby.
- B. The beneficiaries to Kenneth's estate are Kelly and Keith, Betty and Bobby.
- C. The beneficiaries to Kenneth's estate are Kara, Kelly and Keith.
- D. The beneficiaries to Kenneth's estate are Kelly and Keith.

3. Emma (60 years old) is a widow. She has two children with her deceased husband, her son Freddy and her daughter Gertrude. She also has a daughter from an earlier marriage Amanda. Even after Freddy's sudden death, Emma continued to stay with Freddy's widow Felicia and their two minor children. In her recent medical examination, Felicia and Emma were advised that Emma has severe dementia and to consider the appointment of deputies for Emma. Which of the following statements is NOT correct?

- A. Both Amanda and Gertrude can apply to court to be appointed as deputies of Emma without having to obtain the permission of the court as they fall within rule 176(3) of the Family Justice Rules 2014.
- B. It is not necessary to obtain the consent of Felicia or inform her of the application to appoint deputies for Emma, as Felicia is not related by blood to Emma.
- C. In the application for appointment of deputies, the applicant may ask the court to execute a Will for Emma.
- D. The application for appointment of deputies must be accompanied by a medical report from a doctor which is issued within 6 months before the application.



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## Private Client Practice – Real Estate Practice (Conveyancing)

### Case facts

Mr and Mrs Johnson Slow have appointed you to act for them in the purchase of a condominium unit at 55 Mount Honolulu #01-01, Singapore (the “Honolulu Property”). They are considering purchasing the Honolulu Property jointly as trustees for their daughter, Taylor Slow (“Taylor”) who is 5 years old.

Taylor Slow is an American Citizen and she does not own any other property in Singapore.

Mr and Mrs Johnson Slow are American Citizens, and they own a residential property in Singapore at 99 Sunny Lane #10-88, Singapore (the “Sunny Lane Property”) as joint tenants.

Mr and Mrs Johnson Slow viewed the Honolulu Property several times and decided to proceed with the purchase of the Honolulu Property.

The owner of the Honolulu Property is Mr Lawson Ong (the “Vendor”), a Singapore Citizen who purchased the Honolulu Property more than 20 years ago. The Vendor intends to use the sale proceeds for other investments.

The Vendor’s property agent, Maple, handed over the Option to Purchase to Mr and Mrs Johnson Slow and asked them to pay the Option Fee to Maple’s bank account citing this as the usual conveyancing practice.

Mr and Mrs Johnson Slow handed over the draft Option to Purchase for your review. You note the following about the Option to Purchase: -

- 1) The Option to Purchase has not been dated.
- 2) An Option Fee of \$29,000.00, being 1% of the sale price, is payable.

- 
- 3) The Option to Purchase must be exercised within 2 weeks from the date of the Option to Purchase.
  - 4) The sale and purchase is subject to the Singapore Law Society's Conditions of Sale 2020 and where the terms and conditions of the Option to Purchase are in conflict with the Conditions of Sale 2020, the former shall prevail.
  - 5) The sale price is \$2,900,000.00.
  - 6) The purchase shall be completed at Fable LLP, the lawyers acting for the Vendor.
  - 7) Completion shall take place 12 weeks from the date of the Option to Purchase.
  - 8) The Honolulu Property is sold on an "as-is where-is" basis. The purchaser shall be deemed to have full notice of the actual state and condition of the property in all respects and shall not be entitled to raise any objection or requisition whatsoever in respect thereof.
  - 9) The Honolulu Property is sold with vacant possession.
  - 10) A commission fee of 2% of the sale price is payable by the Vendor to Maple's real estate agency, Mapnex Pte. Ltd.
  - 11) To exercise the option to purchase, the duly signed portion marked "Acceptance Copy" must be delivered to the Vendors' solicitors, Fable LLP, together with 4% of the sale price (the "Option Exercise Monies") in favour of Mr Lawson Ong.

Mr and Mrs Johnson Slow also informed you that the Vendor's legal fees for the transaction is S\$20,000 and they hope that you can charge them a reasonable rate to act for them in the purchase of the Honolulu Property.

1. How would the Honolulu Property's sinking funds and maintenance fee be calculated?

- A. The Developer will have the authority to decide after their consultation with the Building and Construction Authority.
- B. The sinking funds and maintenance fee are calculated based on the number of shares allocated to the Honolulu Property in relative proportion to the total number of shares in the development.
- C. The sinking funds and maintenance fee are calculated based on the strata area of the Honolulu Property in relative proportion to the total area in the development.
- D. This is set out in the Honolulu Property's title search.

2. If the Honolulu Property is a landed residential property, would Mr and Mrs Johnson Slow be permitted to purchase the Honolulu Property?

- A. No. Foreigners are not permitted to buy residential properties in Singapore.
- B. No. Mr and Mrs Johnson Slow are not permitted to purchase landed residential property without approval from the Land Dealings Approval Unit.
- C. Yes. Mr and Mrs Johnson Slow can purchase the Honolulu Property after informing the Land Dealings Approval Unit.
- D. Yes. There is a special treaty signed between Singapore and the United States, which permits US citizens to purchase landed residential properties.

3. Mr and Mr Johnson Slow would like your advice on whether it is common for the Option Exercise Monies, being 4% of the sale price, to be made in favour of Mr Lawson Ong. How should you advise them?

- A. No, it is not common. You should advise that the clause be re-negotiated to provide that the cheque for 4% of the sale price be issued to Fable LLP - CVY instead, so that the Option Exercise Monies will be stakeheld in the Vendor's law firm conveyancing account.
- B. No, it is not common. You should advise that the clause be re-negotiated to provide that the cheque for 4% of the sale price be issued to your law firm instead.
- C. Yes, it is common. Once the cheque is cleared, the Option Exercise Monies will be stakeheld at the Singapore Academy of Law, and can only be released after the Purchaser's solicitors and Vendor's solicitors authorise the payment.
- D. Yes, it is common. The Option Exercise Monies, being 4% of the sale price, are usually paid directly to the Vendor.

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## Private Client Practice – Employment Law

1. Dean works as a cashier at the supermarket. One of his co-workers tells his manager that he has been taking money out of the cash register. Which of the following is his manager entitled to do?

- A. Dismiss Dean immediately for misconduct.
- B. Suspend Dean without pay for a week while investigating the allegation.
- C. Dismiss Dean in accordance with the notice requirements in his contract of employment.
- D. Invite Dean to a meeting titled "New Store Policy on Work from Home", where he is asked questions about the alleged theft with a view to considering disciplinary action against him.

2. Richard is a Singapore citizen who has just turned 63 years old. He has been working with the same company for 20 years. However, the company is undergoing a major restructuring, and he has been informed that his entire department is being made redundant. His employment contract does not provide for any retrenchment benefits. Which of the following statements is correct?

- A. Having worked for more than 2 years for the same employer, Richard is statutorily entitled to a retrenchment payment at the rate of one month's pay per year of service.
- B. Richard falls within a protected class of employee, and therefore cannot be made redundant.
- C. Richard's employer should pay him an Employment Assistance Payment as retrenchment payment.
- D. Richard can be retrenched and is not statutorily entitled to any retrenchment benefits.

3. Which of the following employee rights is not prescribed by the Employment Act?

- A. Annual Leave.
- B. Maternity Leave.
- C. Paternity Leave.
- D. Childcare Leave.

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## Private Client Practice – Personal Injury and Property Damage (PIPD)

1. Your friend, Annette, has gotten into a minor car accident, and called you for advice. Which of the following should she NOT do at the scene of the accident?

- A. Annette can take particulars of the motorists involved.
- B. Annette can take photographs of the vehicles and accident scene.
- C. Annette can sign a note admitting that you will compensate the other party.
- D. Annette can call the police and/or ambulance if needed.

2. Which of the following factors can give motor insurers the right to refuse insurance cover?

- A. Failing to report the accident to a reporting centre or authorized workshop within 24 hours.
- B. Driving without a valid driving license.
- C. Using a mobile phone while driving.
- D. Failing to conform to a red traffic light.

3. Which of the following forms part of the reporting procedures under the Motor Claims Framework?

- A. Bring your vehicle to a reporting centre or authorized workshop within 24 hours.
- B. Bring your vehicle to the workshop that is nearest to the place of accident.
- C. Bring your vehicle to the nearest neighbourhood police post.
- D. Call a tow truck operator to bring your vehicle to a reporting centre or workshop within 24 hours.

## Contemporary Legal Knowledge & Practice – Data Protection & Cyber Regulation

1. Which of the following statements do NOT describe personal data as defined under the Personal Data Protection Act 2012?

- A. Personal data refers to information about an identified or identifiable individual.
- B. Personal data refers to information about an individual, whether it is true or false.
- C. Personal data includes an individual's business contact information.
- D. Personal data only includes information about living individuals.

2. Which of the following parties are required to comply with the data protection provisions under the Personal Data Protection Act 2012 ?

- I. Corporate entities established in Singapore.
- II. Unincorporated associations
- III. Individuals acting as a partner in a partnership.
- IV. Corporate entities established outside Singapore.

- A. I and II only.
- B. I, II and III only.
- C. I, II and IV only.
- D. All of the parties.



3. Which of the following statements do NOT describe an organisation's scope of obligations under the Personal Data Protection Act 2012 (PDPA)?

- A. All organisations are responsible for personal data in their possession or under their control in accordance with the PDPA.
- B. A data intermediary is required by the PDPA to protect personal data in its possession which it is processing for another organisation.
- C. The PDPA does not require a data controller to protect personal data which a data intermediary is processing on its behalf.
- D. An organisation that engages a data intermediary to process personal data on its behalf has the same obligations under the PDPA in respect of the personal data as if the personal data was processed by the organisation itself.

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## Contemporary Legal Knowledge & Practice – Law & Technology

1. When Easterbrook suggested that "cyberlaw" was akin to the "Law of the Horse", what did he mean?

- A. Technology tends to gallop forward while laws creep behind, thus technology-specific regulations will inevitably fall behind and cause more harm than good.
- B. Collecting different laws relating to the Internet into one area of law is to mistakenly prioritise studying specific technologies over establishing sound legal principles.
- C. Regulating cyberspace is more socio-politics than law, requiring a good grasp of how to wrangle the unruly horse of public policy.
- D. Collecting different laws relating to the Internet into its own body of law is desirable in the same way that a law of the horse would be practically helpful to horsekeepers.

2. Which of the following statements most appropriately describes the court's decision on the mistake issue in *B2C2 v Quoine*?

- A. The court distinguished between deterministic and non-deterministic computer programs, although nothing in the case turned on this.
- B. The court did not distinguish between deterministic and non-deterministic computer programs, holding that nothing of legal significance turns on this.
- C. The court distinguished between deterministic and non-deterministic computer programs, and this distinction led pivotally to the proposition that the relevant approach was to imagine a hypothetical meeting of the parties at the point of contracting.
- D. The court distinguished between deterministic and non-deterministic computer programs, and this distinction led pivotally to the proposition that the relevant state of mind to assess was that of the programmer's at the point of programming.

3. Why was Singapore's Electronic Transactions Act first passed?

- A. In response to academic critiques and philosophical debates that the mirror theory of contracts does not hold online.
- B. To promote certainty and the adoption of e-commerce, although the principles of contract law were already applicable to the online context.
- C. To alter common law contract principles that had proven unsuitable for electronic commerce and adapt them to the new electronic context.
- D. Solely as a part of Singapore's treaty obligations as a United Nations member state, to further the principles of non-discrimination, functional equivalence, and tech neutrality.

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## Contemporary Legal Knowledge & Practice – Comparative Laws

1. How are you meant to present evidence in court in civil law proceedings?

- A. You may present your own case including relevant supporting documents without a general right to request documents from the counterparty.
- B. It is assumed that one can request specific documents from the counterparty.
- C. You should put your case but prepare for disclosure of all documents relevant and material to the outcome of the case.
- D. You should put your case and comply with directions from the court as to which documents should be disclosed.

2. In the context of civil proceedings in Indonesian courts, which of the following statements best describes the role of the judge?

- A. The judge in Indonesian court proceedings primarily acts as a passive arbiter, only intervening to ensure the rules of the court are followed and relies on the parties to present their evidence and arguments.
- B. The judge in Indonesian court proceedings takes an inquisitorial role, actively directing the investigation, questioning witnesses, and seeking out evidence to establish the truth.
- C. The judge in Indonesian court proceedings is responsible for representing the interests of the state and prosecuting the case against the defendant.
- D. The judge in Indonesian court proceedings has no role in the examination of evidence or witnesses, and only intervenes to deliver the final verdict based on the jury's findings.

3. You are practising as a lawyer in a Thai law firm. A client has suffered harm due to a wrongful act committed by another party. According to the Thai Civil and Commercial Code, which of the following best describes how you should approach the election between types of damages?

- A. You can claim both compensatory and punitive damages simultaneously for the wrongful act.
- B. You must choose between claiming compensatory damages or punitive damages but cannot claim both.
- C. You can initially claim compensatory damages, and if they are not sufficient, you can subsequently claim punitive damages.
- D. The type of damages you can claim is determined by the court, not by the party suffering the harm.

---

## Contemporary Legal Knowledge & Practice – Conflict of Laws

1. C, operating in country X, agrees to sell goods to D, operating in country Y, for payment upon delivery in Y. C alleges that the goods have not been paid for, and sues D in Singapore. What is the governing law of C's claim against D?

- A. Singapore law, because it is the *lex fori*.
- B. X law, because it is the law of C's place of residence.
- C. Y law, because it the law of D's place of residence.
- D. Y law, because it the law of the place of performance.

2. C, operating in country X, agrees to sell goods to D1, operating in country Y, for payment upon delivery in Y. D2, operating in X, agrees to guarantee D1's payment obligations. C alleges that the goods have not been paid for, and sues D2 in Singapore. What is the governing law of C's claim against D2?

- A. X law, because it is the law of C and D2's place of residence.
- B. Y law, because it is the law of D1's place of residence.
- C. Y law, because it is the law of the place of performance.
- D. Y law, because it is the law governing the related contract.

3. A Singapore court will have jurisdiction over a corporate defendant if:

- I. It carries on business in Singapore at the time of service.
- II. It carried on business in Singapore at the time the cause of action against it allegedly arose.
- III. It is incorporated in Singapore as at the time of service.
- IV. It was incorporated in Singapore at the time the cause of action against it allegedly arose.
- V. Approval to serve out of jurisdiction is granted under O 8 r 1(1).

- A. I and V.
- B. I, III and V.
- C. II and IV.
- D. II, IV and V.

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Part B Candidates should refer to the Code of Conduct for more information, particularly, the sections on conduct and behaviour, and the use of SILE resources.

## Answer Key

Ethics and Professional Responsibility	
<b>Ethics and Professional Responsibility</b>	<ul style="list-style-type: none"> <li>• Rule 20 PCR – acting for multiple clients.</li> <li>• Candidates should elaborate on the requirements under Rule 20 PCR (e.g., Rule 20(2) PCR, Rule 20(3) PCR), how it applies to the facts in the hypothetical, and with reference to case law.</li> </ul>
Corporate and Commercial Practice	
<b>Banking &amp; Fundraising</b>	A, A, A
<b>Corporate Governance</b>	D, B, A
<b>Insolvency &amp; Corporate Restructuring</b>	D, A, D
<b>Intellectual Property</b>	C, B, D
<b>Mergers &amp; Acquisitions</b>	D, B, B
<b>Competition Law</b>	D, B, A
<b>Taxation</b>	A, D, B
<b>Admiralty</b>	C, D, D
Dispute Resolution Practice	
<b>Civil Litigation</b>	<ul style="list-style-type: none"> <li>• O 9 r 16 of the Rules of Court 2021</li> <li>• Explain what O 9 r 16 provides.</li> <li>• As the striking out is only part of the action, it would need to be filed as part of the Single Application Pending Trial pursuant to O 9 r 9.</li> <li>• Candidates should explain the requirements that need to be met to file for a striking out (e.g., to seek permission of the court, explain why it should be granted, what needs to be done assuming permission is granted)</li> </ul>



	<ul style="list-style-type: none"> <li>Candidates should also explain the relevant form of application for striking out under O 3 r 5 of the ROC 2021.</li> </ul>
<b>Arbitration</b>	B, B, D
<b>Mediation Advocacy</b>	B, C, B
<b>Written Advocacy</b>	<ul style="list-style-type: none"> <li>Candidates must draft both the Letter of Demand (LOD) and Written Offer of Amicable Resolution (WOAR)</li> <li>For the LOD, the Candidates should provide the relevant detail and information that is required for a LOD, such as name and address of the recipient, form of delivery, etc.</li> <li>Candidates should not demand for something impermissible, such as legal costs for the letter of demand.</li> <li>For the WOAR, candidates should remember that the WOAR should be marked “without prejudice save as to costs,” and that the without prejudice offer should cohere with client’s instructions.</li> <li>Otherwise, candidates should observe best practices for written advocacy, e.g., language, spelling, sentence structure</li> </ul>
<b>Private Client Practice</b>	
<b>Criminal Litigation Practice &amp; Procedure</b>	<ul style="list-style-type: none"> <li>Candidates should identify the need to take preliminary instructions.</li> <li>Candidates should spot the two issues – i.e., the possible alibi defence and the client’s questions on destroying evidence.</li> <li>For the alibi defence, candidates should address the possibility of a s 23 CPC cautioned statement being recorded, and that she should state her defence in the cautioned statement, with explanations why.</li> <li>For the questions on destroying evidence, students should note Rule 9(2)(g) and (h) of the Legal Profession (Professional Conduct) Rules 2015, as well as the implications of giving a false statement to the police.</li> </ul>
<b>Family Law Practice</b>	<ul style="list-style-type: none"> <li>Candidates should draw a distinction between the concepts of joint and sole custody.</li> <li>Candidates should identify the relevant case law, CX v CY</li> </ul>

	<ul style="list-style-type: none"> <li>On the issue of care and control, candidates to explain shared, sole, and split.</li> <li>Candidates should opine on the likelihood of the Court endorsing an agreement to split up the Children.</li> <li>Candidates should explain the concept of access and identify the different types of access orders.</li> <li>Candidates to take note of the relevant provisions of the Women's Charter, such as Section 125 or 130, for completeness.</li> </ul>
<b>Muslim Family and Succession Law</b>	D, D, A
<b>Probate &amp; Succession Planning</b>	D, A, B
<b>Real Estate Practice (Conveyancing)</b>	B, B, A
<b>Employment Law</b>	C, D, C
<b>Personal Injury and Property Damage (PIPD)</b>	C, B, A
<b>Contemporary Legal Knowledge &amp; Practice</b>	
<b>Data Protection &amp; Cyber Regulation</b>	D, D, C
<b>Law &amp; Technology</b>	B, D, B
<b>Comparative Laws</b>	A, A, B
<b>Conflict of Laws</b>	D, D, B