

Bar Exam Mnemonics Practice Test (Sample)

Study Guide



Everything you need from our exam experts!

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 - 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. An unpaid seller's right to reclaim goods is available only if**
 - A. The seller makes a general demand within 60 days.**
 - B. The buyer is insolvent at delivery and misrepresented solvency in writing within 3 months before delivery.**
 - C. The buyer is insolvent when it received the goods and the seller demands within 10 days after receipt; or the buyer misrepresented solvency in writing within 3 months before delivery.**
 - D. There is no insolvency requirement.**

- 2. Under constructive possession, which is true?**
 - A. Constructive possession exists when the defendant has dominion and control over property even without actual possession.**
 - B. Constructive possession requires actual physical possession.**
 - C. Constructive possession is not recognized in criminal law.**
 - D. Constructive possession applies only to real property.**

- 3. Which of the following is NOT part of the MRS BAKER list of inherently dangerous felonies?**
 - A. Mayhem/Maiming**
 - B. Rape**
 - C. Burglary**
 - D. Perjury**

- 4. In the DOWNFALL framework, which item represents non-joinder of a necessary party?**
 - A. Non-joinder of a necc party**
 - B. Arbitration award**
 - C. Lack of subject matter jx**
 - D. Forum non Conveniens**

- 5. Aside from Self-Defense, when can you use force?**
 - A. Prevent a crime**
 - B. Retaliate after a crime occurs**
 - C. Punish a person**
 - D. Force a confession**

- 6. Which statement correctly defines MBE murder?**
- A. Killing another in self-defense**
 - B. Unintentional killing during a crime**
 - C. Causing the death of another with malice aforethought**
 - D. Killing a person by accident**
- 7. Which statement cannot be used to disclaimer warranties in a sale of goods?**
- A. Must be Conspicuous**
 - B. Cannot disclaimer an Express Warranty**
 - C. If 'Merchantability', that word must appear**
 - D. No limitations on Personal Injury from Consumer Goods**
- 8. What is the deadline to answer when service is by personal delivery in New York?**
- A. 20 days**
 - B. 30 days**
 - C. 10 days**
 - D. 15 days**
- 9. Which clause authorizes Congress to prohibit private racial discrimination via interstate commerce?**
- A. The Enabling Clause**
 - B. The Commerce Clause**
 - C. The Takings Clause**
 - D. The Contracts Clause**
- 10. In New York, is legal impossibility a defense to conspiracy?**
- A. Yes**
 - B. No**
 - C. Only in federal**
 - D. Only if variant**

Answers

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

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Explanations

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1. An unpaid seller's right to reclaim goods is available only if
 - A. The seller makes a general demand within 60 days.
 - B. The buyer is insolvent at delivery and misrepresented solvency in writing within 3 months before delivery.
 - C. The buyer is insolvent when it received the goods and the seller demands within 10 days after receipt; or the buyer misrepresented solvency in writing within 3 months before delivery.**
 - D. There is no insolvency requirement.

An unpaid seller can reclaim goods only under two specific circumstances. First, if the buyer is insolvent at the time the goods are received, the seller must demand return within 10 days after receipt. This tight window keeps credit risk in check and prevents the buyer from holding onto goods while insolvent. Second, if the buyer had misrepresented solvency in writing within the 3 months immediately before delivery, the seller may reclaim on that basis. These conditions balance protecting the seller from bad credit and not penalizing buyers who were honestly solvent at the time. That's why the best answer combines both scenarios: reclaiming when insolvency exists at receipt with a 10-day demand, or reclaiming if there was a misrepresentation of solvency in writing within the 3 months before delivery. General demands without insolvency or the absence of the misrepresentation window aren't enough, and there is a valid insolvency-based requirement that must be met.

2. Under constructive possession, which is true?

- A. Constructive possession exists when the defendant has dominion and control over property even without actual possession.**
- B. Constructive possession requires actual physical possession.
- C. Constructive possession is not recognized in criminal law.
- D. Constructive possession applies only to real property.

Constructive possession is about power and control, not hands-on custody. A person is treated as possessing property if they have dominion and control over it and the ability to exercise that control, even when they aren't physically holding it at that moment. This means you can be in constructive possession if you can access, direct, or dispose of the item or if it's within your dominion (for example, items in a place you control, or items you could reach with the keys you hold). The fact that you're not literally touching the item does not prevent possession for criminal purposes. This explains why the statement is the best answer: the other ideas misstate the doctrine—constructive possession does not require actual possession, it is recognized in criminal law, and it can apply to both real and personal property.

3. Which of the following is NOT part of the MRS BAKER list of inherently dangerous felonies?

- A. Mayhem/Maiming**
- B. Rape**
- C. Burglary**
- D. Perjury**

Inherently dangerous felonies are crimes that by their very nature create a high risk of death or serious bodily harm during their commission, which is why they're tied to the felony-murder concept in many jurisdictions. The offenses typically cited as inherently dangerous involve violence or the potential for serious harm. Mayhem or maiming clearly fits this idea because it directly involves causing serious injury. Rape also involves violent harm to a person. Burglary, while it is a property crime, is included in some lists because the unlawful entry can lead to dangerous confrontations or violent outcomes during the crime. Perjury, on the other hand, is lying under oath; it does not involve violence or an inherent risk of harm to others, so it isn't part of the inherently dangerous felonies list. That's why Perjury is the correct choice here.

4. In the DOWNFALL framework, which item represents non-joinder of a necessary party?

- A. Non-joinder of a necc party**
- B. Arbitration award**
- C. Lack of subject matter jx**
- D. Forum non Conveniens**

The main idea here is recognizing which item directly names the issue of joining parties. Non-joinder of a necessary party is exactly that concept—the failure to bring in a party whose participation is essential to a complete and fair adjudication. In civil procedure, a necessary party must be joined if feasible; if joinder isn't possible, the case is typically dismissed for non-joinder to protect the rights of those parties and ensure a proper ruling. The item that literally states “non-joinder of a necessary party” embodies this concept. The other items point to different issues: an arbitration award relates to decisions by an arbitral forum; lack of subject matter jurisdiction concerns the court's power over the type of dispute; and forum non conveniens deals with the appropriate venue. These do not describe joining essential parties, so they're not the correct representation.

5. Aside from Self-Defense, when can you use force?

- A. Prevent a crime**
- B. Retaliate after a crime occurs**
- C. Punish a person**
- D. Force a confession**

A recognized situation for using force besides self-defense is to prevent a crime in progress. If you reasonably believe that stopping the crime is necessary and the force used is proportionate to the threat, using force to halt the wrongdoing can be justified. This protects others from imminent harm and upholds public safety, without needing to wait for the crime to end. Retaliating after a crime has occurred isn't lawful; it's acting as a vigilante and can amount to assault yourself. Punishing someone yourself is not permitted by law—justice is carried out through proper authorities and processes, not private punishment. Forcing a confession is coercive and illegal, as it violates due process and rights. So, among the options, the one that fits a legitimate use of force aside from self-defense is to prevent a crime.

6. Which statement correctly defines MBE murder?

- A. Killing another in self-defense**
- B. Unintentional killing during a crime**
- C. Causing the death of another with malice aforethought**
- D. Killing a person by accident**

Murder is defined by a unlawful killing with malice aforethought. That mental state means the killer either intended to kill, intended to cause serious bodily harm, or acted with a reckless disregard for human life. When someone causes the death of another with that level of mens rea, it fits the murder definition. Self-defense or defense of others, while potentially justifying the act, negates liability because the act isn't unlawful and the malice requirement isn't satisfied. An unintentional killing during a crime doesn't automatically meet the malice standard unless a doctrine like felony murder applies, and even then the core idea usually tied to murder is the presence of malice aforethought. Killing someone by accident clearly lacks the necessary intent or recklessness to meet malice aforethought. So the description that best captures murder is causing the death of another with malice aforethought.

7. Which statement cannot be used to disclaimer warranties in a sale of goods?

A. Must be Conspicuous

B. Cannot disclaimer an Express Warranty

C. If 'Merchantability', that word must appear

D. No limitations on Personal Injury from Consumer Goods

Express warranties are statements of fact or promises about the goods that become part of the contract. A disclaimer cannot negate those promises, because the law treats express warranties as contractual assurances that survive ordinary disclaimer language. The UCC allows disclaimers only for implied warranties, not for express ones. That's why this option is the correct answer: you cannot use a disclaimer to wipe out an express warranty. Disclaimers for implied warranties have specific rules: they must be conspicuous, and if you're aiming to exclude the implied warranty of merchantability, the disclaimer language must actually mention "merchantability." That ensures the buyer is aware of the specific implied limitation. The other idea—that you can't rely on a blanket statement about personal injury or other damages—addresses damages and tort-law boundaries rather than the ability to disclaim an express warranty itself; while limitations on damages are subject to separate rules (and can be restricted for certain types of damages), they don't serve as a disclaimer of an express warranty.

8. What is the deadline to answer when service is by personal delivery in New York?

A. 20 days

B. 30 days

C. 10 days

D. 15 days

The time to answer hinges on how the summons was served. When service is done by personal delivery within New York, the defendant has 20 days to file an answer. This clock starts the day after service, and counts calendar days. If the 20th day lands on a weekend or holiday, the deadline moves to the next business day. By contrast, service by mail adds five days (so the period would be longer), and service outside New York extends the period to 30 days.

9. Which clause authorizes Congress to prohibit private racial discrimination via interstate commerce?

- A. The Enabling Clause**
- B. The Commerce Clause**
- C. The Takings Clause**
- D. The Contracts Clause**

The power being tested is Congress's authority to regulate activities that affect interstate commerce. The Commerce Clause allows Congress to reach private acts that have a substantial effect on the flow of goods, people, and services between states. Discrimination by private actors in areas like hotels, restaurants, or other services used by travelers can impede interstate commerce, so Congress can prohibit such discrimination under this clause. That justification is why federal civil rights laws banning private racial discrimination in interstate businesses were upheld. The other clauses address different topics: the Enabling Clause relates to Congress enforcing constitutional rights but isn't the primary basis for regulating private discrimination in commerce; the Takings Clause protects against government taking private property without just compensation; the Contract Clause restricts states from impairing contracts.

10. In New York, is legal impossibility a defense to conspiracy?

- A. Yes**
- B. No**
- C. Only in federal**
- D. Only if variant**

Conspiracy liability hinges on the agreement and intent to commit a crime, not on whether the planned crime could actually be carried out. In New York, legal impossibility cannot excuse a conspirator because the offense is the conspiracy itself—the agreement to commit an unlawful act and steps taken toward that goal—regardless of whether the target act could be completed due to legal constraints. The defense of impossibility is reserved for attempts, not conspiracies, so even if the contemplated act could not be finished legally, the conspiracy remains guilty.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://barexammnemonics.examzify.com>

We wish you the very best on your exam journey. You've got this!

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