

# LEGL 2700 HACKLEMAN 2 PRACTICE EXAM (SAMPLE)

**STUDY GUIDE**



**SAMPLE STUDY GUIDE  
WITH LIMITED QUESTIONS**

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THE FULL VERSION STUDY GUIDE**

<https://legl2700hackleman2.examzify.com>



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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. In addition to intent, what is required for a gift to take place?**
  - A. Legal documentation
  - B. A public announcement
  - C. Delivery of the gift by physical transfer
  - D. Involvement of a witness
  
- 2. In the context of equitable damages, what does an injunction prevent?**
  - A. Future breaches of contract
  - B. Any action related to a property or specific act
  - C. Financial losses as a result of the breach
  - D. A party from seeking compensatory damages
  
- 3. What is accession?**
  - A. Something that is given to another
  - B. Something that is taken away
  - C. Something that is added
  - D. Something that is removed
  
- 4. How are crimes defined in relation to society?**
  - A. Wrongs against individuals
  - B. Wrongs against society
  - C. Actions causing financial loss
  - D. Acts of negligence
  
- 5. What does the term 'ostrich instruction' refer to in legal contexts?**
  - A. An instruction to ignore the evidence
  - B. A jury instruction regarding damages
  - C. A jury instruction about mens rea based on indifference to finding the truth
  - D. A directive on interpreting witness testimonies
  
- 6. What key factor led to the outcome in Duke Energy Carolinas vs. Gray?**
  - A. The homeowners demonstrated continuous use
  - B. The statute of limitations was 20 years
  - C. The homeowners had documented evidence of ownership
  - D. Both parties provided legal representation

- 7. What does the legality of subject matter in a contract imply?**
- A. All parties agree to the contract terms.
  - B. The agreement must not involve illegal activities.
  - C. One party can withdraw the agreement at any time.
  - D. The agreement must be signed by a third party.
- 8. Which of the following is an example of a bilateral contract?**
- A. A promise to give a ride to someone
  - B. A promise to sell something in exchange for payment
  - C. A promise to paint a fence
  - D. A promise to donate to charity
- 9. Which of the following would most likely NOT be considered a breach of duty?**
- A. Failure to take reasonable safety precautions
  - B. Behavior expected in a professional capacity
  - C. Actions that lead to foreseeable harm
  - D. Negligent behavior that results in injury
- 10. Property is considered \_\_\_\_\_ but not \_\_\_\_\_.**
- A. common; limited
  - B. absolute; infinite
  - C. valuable; unimportant
  - D. fixed; variable

## **Answers**

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

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## **Explanations**

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## 1. In addition to intent, what is required for a gift to take place?

- A. Legal documentation
- B. A public announcement
- C. Delivery of the gift by physical transfer**
- D. Involvement of a witness

A gift is legally defined as a voluntary transfer of property or assets from one person to another without any consideration in return. For a gift to be legally recognized, two key elements must be established: the intention of the donor to give the gift and the delivery of the gift to the recipient. Delivery is crucial because it demonstrates the actual transfer of possession. The act of physically transferring the item or property signifies that the giver has relinquished control and that the recipient now has ownership. This transfer of possession can take various forms, such as handing over a physical item or executing documents for real property. Without this delivery, there is no effective gift, even if the intent is clearly demonstrated. Legal documentation, public announcements, or the involvement of witnesses may be relevant in certain contexts, such as in the case of wills or large gifts like real estate transactions, but they are not essential for the basic concept of a gift to be enforceable. The fundamental requirement remains that actual delivery is necessary to validate the transfer of ownership in the eyes of the law.

## 2. In the context of equitable damages, what does an injunction prevent?

- A. Future breaches of contract
- B. Any action related to a property or specific act**
- C. Financial losses as a result of the breach
- D. A party from seeking compensatory damages

An injunction is a legal remedy in which a court orders a party to do or refrain from doing certain acts. In terms of equitable damages, an injunction is particularly useful in preventing specific actions that could lead to irreparable harm or ongoing issues. When considering the answer that accurately responds to what an injunction prevents, the focus is on its ability to stop certain activities directly related to property or specific acts. For example, in a case involving a dispute over property, an injunction can prevent a party from continuing to trespass, altering the property, or engaging in other actions that could affect the rights of the parties involved. This type of remedy is vital in ensuring that the situation does not worsen while legal proceedings are ongoing or until a final resolution is reached. Overall, the essence of an injunction lies in its ability to impose restrictions on conduct related to specific actions or property, making it an effective tool for managing disputes where financial compensation alone would not address the ongoing issues effectively.

## 3. What is accession?

- A. Something that is given to another
- B. Something that is taken away
- C. Something that is added**
- D. Something that is removed

Accession refers to the process by which something is added or becomes an inherent part of something else. In legal terms, this often relates to property law, where accession can describe situations where improvements or additions to property enhance its value. For instance, if a person builds a structure on their land, that structure becomes part of the land itself through accession. This principle helps clarify ownership rights and responsibilities regarding both the original property and any additions made over time. Thus, the correct understanding of accession aligns with the idea of something that is added, confirming why this choice is the appropriate answer to the question.

#### 4. How are crimes defined in relation to society?

- A. Wrongs against individuals
- B. Wrongs against society**
- C. Actions causing financial loss
- D. Acts of negligence

Crimes are primarily defined as wrongs against society because they represent actions that violate societal norms and legal standards. When a crime is committed, it not only harms individual victims but also undermines the collective order, safety, and well-being of the community. The legal system is structured to reflect the interests of society as a whole, which is why prosecutors often pursue cases on behalf of the state rather than solely on behalf of individual victims. This societal perspective emphasizes that crimes affect not just the immediate parties involved, but can also disrupt the social fabric, create fear, and lead to broader implications for community trust and cohesiveness. The notion of crimes as societal wrongs is essential in maintaining public order and ensuring justice. By categorizing acts as crimes against society, the law reinforces the idea that certain behaviors are unacceptable and should be penalized to maintain social stability and protect community interests.

#### 5. What does the term 'ostrich instruction' refer to in legal contexts?

- A. An instruction to ignore the evidence
- B. A jury instruction regarding damages
- C. A jury instruction about mens rea based on indifference to finding the truth**
- D. A directive on interpreting witness testimonies

The term 'ostrich instruction' in legal contexts refers specifically to a jury instruction about mens rea, particularly focusing on a defendant's indifference to finding the truth. This concept draws its name from the idea that an ostrich buries its head in the sand to avoid danger, suggesting that a person may choose to ignore information or evidence that could be detrimental to them. In legal proceedings, an ostrich instruction can guide jurors to consider whether a defendant acted with a reckless disregard for the truth, acknowledging that a failure to seek out the truth can reflect a culpable mindset. This instruction is significant because it addresses situations in which a defendant may not overtly lie but willfully remains ignorant of the facts. It essentially emphasizes that being willfully blind to the truth can still indicate a level of intent or culpability equivalent to knowing wrongdoing. Understanding this context is crucial for jurors when deliberating on cases where ignorance of the law or the facts can have legal repercussions.

#### 6. What key factor led to the outcome in Duke Energy Carolinas vs. Gray?

- A. The homeowners demonstrated continuous use
- B. The statute of limitations was 20 years**
- C. The homeowners had documented evidence of ownership
- D. Both parties provided legal representation

In the case of Duke Energy Carolinas vs. Gray, the decisive factor in the outcome was the statute of limitations being set at 20 years. A statute of limitations is a law that sets the maximum time after an event within which legal proceedings may be initiated. In this case, the extended period allowed the homeowners to pursue their claims even after numerous years had passed since the relevant event or dispute had arisen. Understanding the significance of the statute of limitations is crucial in legal contexts, as it can ultimately determine whether a claim can be heard in a court. If a claim is filed after the statute of limitations has expired, it is likely to be dismissed, which can significantly impact the parties involved. In this instance, the 20-year timeframe provided the necessary leeway for the homeowners to assert their rights regarding their property issues against Duke Energy. This framework highlights the importance of time limits in legal claims and the potential outcomes based on these time constraints.

## 7. What does the legality of subject matter in a contract imply?

- A. All parties agree to the contract terms.
- B. The agreement must not involve illegal activities.**
- C. One party can withdraw the agreement at any time.
- D. The agreement must be signed by a third party.

*The legality of subject matter in a contract refers to the requirement that the content and purpose of the contract must be lawful. In other words, a valid contract cannot include any terms or activities that are illegal or against public policy. If a contract involves illegal activities, such as drug trafficking or fraud, it is considered void and unenforceable in a court of law. This principle ensures that contracts promote lawful behavior and the legal system's integrity. Therefore, for a contract to be valid, it is essential that the subject matter does not violate any laws or regulations.*

## 8. Which of the following is an example of a bilateral contract?

- A. A promise to give a ride to someone
- B. A promise to sell something in exchange for payment**
- C. A promise to paint a fence
- D. A promise to donate to charity

*A bilateral contract is an agreement in which both parties exchange mutual promises to perform certain actions. In this case, the second party's obligation to make a payment corresponds directly with the first party's obligation to sell the item. Each party has made a commitment that is contingent on the other party's performance, creating a binding contract. When one party promises to sell something in exchange for payment, it indicates a mutual exchange: the seller agrees to provide goods or services, and the buyer agrees to compensate the seller. This mutuality is essential for a contract to be classified as bilateral. In contrast, a promise to give a ride or to paint a fence does not necessarily involve a return promise or expectation of performance, which does not satisfy the criteria for a bilateral contract. Additionally, a promise to donate to charity may not involve any reciprocal obligations, further highlighting that it does not fit the definition of a bilateral contract.*

## 9. Which of the following would most likely NOT be considered a breach of duty?

- A. Failure to take reasonable safety precautions
- B. Behavior expected in a professional capacity**
- C. Actions that lead to foreseeable harm
- D. Negligent behavior that results in injury

*In the context of breaches of duty, the option indicating behavior expected in a professional capacity is most likely not considered a breach. A breach of duty typically involves a failure to meet the standard of care that a reasonable person or a professional in a specific field is expected to uphold. When an individual acts in accordance with established professional standards, it signifies that they are fulfilling their duty rather than breaching it. On the other hand, the other options illustrate scenarios that can lead to a breach of duty. For instance, failing to take reasonable safety precautions could directly result in harm to others, demonstrating negligence. Similarly, actions that lead to foreseeable harm and negligent behavior resulting in injury indicate a failure to exercise the expected level of care, which constitutes a breach. Therefore, the professional behavior that meets expected standards stands apart as it does not exemplify negligence or a breach of duty.*

10. Property is considered \_\_\_\_\_ but not \_\_\_\_\_.

- A. common; limited
- B. absolute; infinite**
- C. valuable; unimportant
- D. fixed; variable

*The chosen answer provides a meaningful distinction regarding the nature of property rights. Property is often described as absolute in the sense that property rights grant owners a wide range of powers over their resources, including the right to exclude others, use them, and transfer ownership. However, it is essential to recognize that property is not infinite; it is typically subject to limitations imposed by law, zoning regulations, environmental protections, and other social obligations. This distinction highlights the power of property ownership while acknowledging the boundaries that exist in any practical application of those rights. An important aspect of property law involves understanding these limitations, which can affect how property is used or developed. This context emphasizes the balance between ownership rights and societal regulations that govern the use of that property. The other choices do not accurately capture the nuanced relationship regarding the nature of property. For example, the idea of property being "common" but not "limited" doesn't accurately reflect the complexities of property rights. Similarly, while property can indeed be valuable and significant, that does not clearly define its legal characteristics. Lastly, stating property is "fixed" but not "variable" fails to recognize that property can exist in many forms and can be subject to changes in status, use, and ownership over time. Ultimately*

## 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](mailto:hello@examzify.com).

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

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

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