

MULTISTATE BAR EXAMINATION (MBE) PRACTICE EXAM (SAMPLE)

STUDY GUIDE



SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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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 contracts, what is necessary for an option to be valid?**
 - A. No consideration is needed for an option contract
 - B. Consideration is required; otherwise, it fails
 - C. Options are valid indefinitely
 - D. Verbal agreements suffice for an option
- 2. What does a landlord imply by accepting a rental payment from a tenant in holdover?**
 - A. They are agreeing to extend the lease for another term
 - B. They're indicating acceptance of a new lease agreement
 - C. They are not accepting a new lease
 - D. They are waiving their right to evict the tenant
- 3. When discussing the disclosure of private facts, under what circumstances might an author be liable for defamation?**
 - A. If the subject is a public figure with no consent
 - B. If the author acts with malice and no public interest
 - C. If the information is disclosed without authorization
 - D. If the details are proven false
- 4. What legal principle allows for the transfer of intent from one victim to another in criminal law?**
 - A. The doctrine of transferred intent
 - B. Probable cause
 - C. The felony murder rule
 - D. Strict liability
- 5. What is an employer's liability if an independent contractor leaves equipment out during a lunch break?**
 - A. The employer is not liable unless the injury was intentional
 - B. The employer is automatically liable because of a duty to keep premises safe
 - C. The employer is liable only if they were aware of the equipment left out
 - D. The employer cannot be held liable under any circumstances

- 6. Is economic infeasibility a valid excuse for a seller in a chemistry set manufacturing context?**
- A. Yes, if alternative designs are not available
 - B. No, economic considerations are irrelevant
 - C. Yes, if alternative designs are economically feasible
 - D. No, regulations must always be followed regardless of cost
- 7. What happens when a beneficiary waives a condition such as the payment of installments during an unavoidable situation?**
- A. The waiver becomes irrevocable
 - B. The beneficiary can still claim late payments
 - C. The condition is deemed a waiver, and no complaints can be made about late payments
 - D. The beneficiary must provide a notice to reinstate the condition
- 8. Which party is responsible for rent payment in an assignment of a leasehold interest?**
- A. The original tenant only
 - B. The new party assigned the lease
 - C. The landlord only
 - D. The real estate agent managing the lease
- 9. In the event a judge dismisses a murder charge after a defendant pleads guilty to manslaughter, what should the outcome be according to the trial court?**
- A. The trial court should be upheld
 - B. The trial court should be reversed
 - C. The manslaughter charge should be dismissed
 - D. The murder charge should be dropped permanently
- 10. Can you commit arson on a building that you own?**
- A. No, ownership prevents arson charges
 - B. Yes, possession is what matters for liability
 - C. Only if the building is mortgaged
 - D. Yes, but only if the building is empty

Answers

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

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Explanations

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1. In contracts, what is necessary for an option to be valid?

- A. No consideration is needed for an option contract
- B. Consideration is required; otherwise, it fails**
- C. Options are valid indefinitely
- D. Verbal agreements suffice for an option

An option contract in the context of contracts requires consideration to be valid. For an option, the party granting the option must receive some form of consideration, which is something of value exchanged between the parties. This consideration could be monetary or another benefit that binds the offeror to hold the offer open for a specified period, allowing the offeree to decide whether to accept the offer. Without consideration, an option contract would lack the necessary enforceability, meaning that the grantor could withdraw the option before it is exercised without any consequences. This principle is consistent with contract law, which maintains that in order for agreements to be binding and enforceable, they must involve some form of consideration. While options are not valid indefinitely, they must also be time-limited, permitting the offeree to evaluate the offer within a reasonable timeframe that is defined by the parties. Furthermore, verbal agreements alone are typically insufficient for the creation of an enforceable option unless they are accompanied by consideration and comply with applicable statutes, such as the Statute of Frauds, that may require certain contracts to be in writing. Thus, the necessity of consideration to create a valid option contract is a fundamental element of contract law.

2. What does a landlord imply by accepting a rental payment from a tenant in holdover?

- A. They are agreeing to extend the lease for another term
- B. They're indicating acceptance of a new lease agreement
- C. They are not accepting a new lease**
- D. They are waiving their right to evict the tenant

When a landlord accepts rental payment from a tenant who is in holdover, it typically signifies that they are not accepting a new lease. A holdover tenant is one who continues to occupy the premises after the lease term has expired. By accepting rent for the holdover period, the landlord does not automatically create a new lease agreement but rather acknowledges the tenant's occupancy under the previous lease terms, and there is often an implied understanding that the landlord retains the option to evict. This situation allows the landlord to maintain their right to treat the tenancy as either a continuation of the previous lease or to initiate eviction proceedings if they choose to do so. Accepting the rent does not waive the landlord's right to evict; it simply means they are not immediately pursuing that right. The acceptance of rent reinforces the idea that the landlord is permitting the tenant to remain in the property, but it does not compel the landlord to create a new lease or extend the term of the existing lease automatically. Therefore, the implication here is that the landlord is not entering into a new lease agreement.

3. When discussing the disclosure of private facts, under what circumstances might an author be liable for defamation?

- A. If the subject is a public figure with no consent
- B. If the author acts with malice and no public interest**
- C. If the information is disclosed without authorization
- D. If the details are proven false

Liability for defamation can arise in the context of disclosing private facts when certain criteria are met. In this case, the correct answer highlights the importance of the author's intent and the nature of the information. When an author acts with malice, it indicates that they have knowledge of the falsehood of the details or demonstrate a reckless disregard for the truth. This is crucial in defamation cases, especially if the subject of the disclosure is a public figure, as public figures have a higher burden to prove defamation. Furthermore, if the private fact disclosed does not serve a public interest, acting with malice can strengthen a claim for defamation since it showcases a disregard for the subject's rights or reputation. In situations where details are proven false, the burden falls on the person or entity filing the claim to prove that falsehood, emphasizing why malicious intent is particularly significant in these cases. The concept of public interest also plays a role; when private information is disclosed without any public benefit in mind, it can bolster claims against the author, especially when malice is involved. Therefore, the author may be liable for defamation if they disclose private facts with malice and the information does not contribute to any public discourse or interest, leading to harm

4. What legal principle allows for the transfer of intent from one victim to another in criminal law?

- A. The doctrine of transferred intent**
- B. Probable cause
- C. The felony murder rule
- D. Strict liability

The doctrine of transferred intent is the legal principle that allows a defendant's intent to harm one individual to be transferred to another person who is unintentionally harmed as a result of the defendant's actions. This principle arises in scenarios where, for example, a person aims to shoot a particular individual but accidentally injures a bystander instead. Under the doctrine of transferred intent, the intent to harm the intended victim applies equally to the actual harm done to the unintended victim. This principle is significant because it ensures that the perpetrator can still be held liable for their harmful actions, even if the specific target of their intent was not the one who ultimately suffered the injury. This doctrine is particularly relevant in cases involving assault, battery, and homicide, where the initial intent remains central to establishing criminal liability, regardless of the outcome. Understanding this doctrine is essential for analyzing cases involving unintended consequences resulting from intentional actions. It highlights the legal system's approach to ensuring justice for all victims, regardless of the specific circumstances of the harm caused.

5. What is an employer's liability if an independent contractor leaves equipment out during a lunch break?

- A. The employer is not liable unless the injury was intentional
- B. The employer is automatically liable because of a duty to keep premises safe**
- C. The employer is liable only if they were aware of the equipment left out
- D. The employer cannot be held liable under any circumstances

In employer liability cases relating to independent contractors, the general principle is that an employer is typically not liable for the torts or injuries caused by an independent contractor's actions, as the contractor operates independently from the employer. However, the correct answer reflects that employers do hold certain responsibilities regarding the safety of their premises, especially when their own employees or others might be present. If an independent contractor has left equipment out during a lunch break, this situation may create a dangerous condition. An employer has a duty to ensure a safe workplace for all employees, which extends to areas where independent contractors are working if the employer has control over the worksite. This duty does not hinge solely on the contractor's actions or intentions but rather on the obligation of the employer to maintain a safe environment during all operational times. In this scenario, the presence of equipment carelessly left out could be considered a breach of the employer's duty to keep the premises safe, thus making the employer potentially liable for injuries resulting from that condition. The other options do not accurately reflect the nuance of employer liability; the first option incorrectly suggests intent is a requirement for liability, the third option implies awareness is a prerequisite which can be misleading, and the fourth option incorrectly asserts that there is no liability under

6. Is economic infeasibility a valid excuse for a seller in a chemistry set manufacturing context?

- A. Yes, if alternative designs are not available
- B. No, economic considerations are irrelevant
- C. Yes, if alternative designs are economically feasible**
- D. No, regulations must always be followed regardless of cost

Economic infeasibility can serve as a valid excuse for a seller in a chemistry set manufacturing context when alternative designs are economically feasible. This means that if the seller can demonstrate that implementing a different design would incur significant costs that are disproportionate to the benefits or would be outside the financial means of the seller, then they may have grounds to argue that economic infeasibility justifies their position. In the context of product design and regulatory compliance, sellers are often required to adhere to safety standards and regulations. However, if a viable alternative design exists that meets the same regulatory requirements and is economically feasible, then choosing not to implement it solely based on economic infeasibility would typically not be a valid excuse. This highlights the important balance between safety, regulatory adherence, and economic realities in the manufacturing industry. Therefore, the notion that economic infeasibility can serve as an excuse is contingent upon the availability of alternative designs that could be pursued instead, making option C the most appropriate choice.

7. What happens when a beneficiary waives a condition such as the payment of installments during an unavoidable situation?

- A. The waiver becomes irrevocable
- B. The beneficiary can still claim late payments
- C. The condition is deemed a waiver, and no complaints can be made about late payments**
- D. The beneficiary must provide a notice to reinstate the condition

When a beneficiary waives a condition such as the payment of installments during an unavoidable situation, the correct understanding is that the condition is essentially deemed waived, meaning that the beneficiary can no longer assert rights related to that condition. In other words, if the beneficiary has chosen to forgo the requirement for timely payment, this waiver prevents them from later complaining about the effects of late payments or seeking enforcement of the original condition. In this context, a waiver means that the beneficiary voluntarily relinquishes the right to insist on the condition's strict enforcement for the duration of the unavoidable situation. Consequently, if they later try to claim that late payments should lead to penalties or other repercussions, they would generally not succeed, as the waiver has stripped them of that right. This reflects the principle that once a beneficiary has accepted a modification or has chosen not to exercise a right, it typically cannot be revived later without some formal action or notice. Thus, the waiver affects how late payments are treated going forward, leading to the understanding that no complaints can be made about them after the waiver is in effect.

8. Which party is responsible for rent payment in an assignment of a leasehold interest?

- A. The original tenant only
- B. The new party assigned the lease**
- C. The landlord only
- D. The real estate agent managing the lease

In an assignment of a leasehold interest, the party responsible for rent payment is the new party assigned the lease. When a tenant assigns their lease to another party, the assignee (the new tenant) steps into the shoes of the original tenant regarding the obligations outlined in the lease, including the obligation to pay rent. This means that the assignee is directly responsible for paying rent to the landlord as specified in the lease agreement. The original tenant, while having transferred their rights under the lease, may still bear some liability for the lease obligations unless there is a release agreement. However, the primary responsibility for making rent payments falls on the new tenant who now occupies the leased premises. It is important to note that this situation can be influenced by the terms of the lease and the laws of the jurisdiction, but the general principle is that the assignee undertakes the duty to pay rent. The other parties mentioned, such as the original tenant, the landlord, and the real estate agent, do not take on the responsibility for rent in the context of a valid assignment. The original tenant may still be liable if the lease agreement holds them accountable, but the immediate obligation to pay rent is transferred to the assignee. The landlord expects rent payments from

9. In the event a judge dismisses a murder charge after a defendant pleads guilty to manslaughter, what should the outcome be according to the trial court?

- A. The trial court should be upheld
- B. The trial court should be reversed**
- C. The manslaughter charge should be dismissed
- D. The murder charge should be dropped permanently

When a defendant pleads guilty to a lesser charge, like manslaughter, in exchange for the dismissal of a more serious charge, such as murder, the proper legal procedure usually involves the trial court entering a judgment on the plea. If the judge dismisses the murder charge without proper legal justification or outside the parameters of a plea agreement, this can lead to an appeal. In this context, if a judge dismisses the murder charge after a defendant's plea to manslaughter, it is crucial to analyze whether this dismissal was consistent with legal standards and the terms of the plea deal. If it appears that the judge did not follow the appropriate process or that the plea was not entered into correctly, an appellate court would likely reverse the trial court's decision. This means that the appellate court can find that such a dismissal is not valid, maintaining the integrity of the judicial process and ensuring that proper legal procedures are followed. Thus, if the scenario indicates that the trial court acted improperly in dismissing the murder charge while accepting a manslaughter plea, signaling the need for adherence to legal protocols, the reversal of the trial court's decision is the outcome that aligns with established legal principles.

10. Can you commit arson on a building that you own?

- A. No, ownership prevents arson charges
- B. Yes, possession is what matters for liability**
- C. Only if the building is mortgaged
- D. Yes, but only if the building is empty

The reasoning behind the correct answer centers on the definition of arson and the legal principles surrounding it. Arson is generally defined as the willful and malicious burning or exploding of property, regardless of ownership. The key element that establishes liability for arson is the act of setting fire to property with intent to cause damage, rather than who owns the property. Ownership does not provide immunity from arson charges. A person can be held liable for committing arson even if they own the property that is burned. So, in this scenario, possession—meaning control over the property at the time of the act—determines liability rather than ownership. Therefore, someone can commit arson on a building they own if it meets the other elements of the offense. This understanding dismisses the notions in the other choices. For example, the idea that ownership prevents arson charges is fundamentally misaligned with how the law treats such acts. Similarly, stipulations regarding the building being mortgaged or empty are not relevant in determining whether arson was committed; it is the act itself that establishes the crime.

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:

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

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