MULTISTATE BAR (MBE) OPE 2 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

1. Which statement about covenants running with the land is accurate?

A. Enforceable against successors in interest.

B. Enforceable only against the original promisor.

C. Only enforceable in equity.

D. Require a deed to be enforceable.

2. Modern contract law allows which of the following regarding third-party beneficiaries?

A. Only parties to the contract can sue

B. Third-party beneficiaries can never sue

C. Rights have expanded to allow certain third-party beneficiaries to sue

D. Only if there is a novation

3. Under the UCC, if a buyer fails to make a selection by March 1 and the seller refuses after a one-day delay in selection, is the buyer likely to prevail for breach?

A. Yes, because the delay in selection did not materially affect the seller.

B. No, because the buyer failed to select.

C. Yes, because the seller had no right to cancel.

D. No, because the seller had a valid anticipatory repudiation.

4. Which of the following is required to certify a class action under Rule 23?

A. Commonality

B. Jurisdiction

C. Standing

D. Damages

5. When police question a suspect during a Terry stop, are Miranda warnings required?

A. Yes, warnings are required at the time of any interrogation.

B. No, warnings are not required during a permissible Terry stop.

C. Yes, but only if the suspect requests counsel.

D. No, warnings are only required after a formal arrest.

6. **If a contract for goods requires shipment by a third-party carrier and is silent on carriage costs, what is the default type of contract according to UCC comments?**

   A. A destination contract.

   B. A nondelivery contract.

   C. A shipment contract.

   D. A bill-of-lading contract.

7. **Who has standing to enforce the restrictive covenant that the 40-acre tract be used for residential purposes, given the developer transferred most of the land but the original owner retained a nearby tract?**

   A. The developer who received the 40-acre tract.

   B. The man who retained the five-acre tract and is benefitted.

   C. The current owners of the 40 lots.

   D. The neighbor across the street.

8. **A food company terminates its contract with a delivery service to hurt an airline's business, causing the delivery service to terminate the airline contract. Will the airline prevail in a tortious interference with contract action?**

   A. No, because the airline and the delivery service were parties to the contract.

   B. Yes, because the food company intentionally interfered with the contract.

   C. No, because there was no contract.

   D. Yes, because torts preempt contract law.

9. **In an installment land contract, the buyer has to wait for closing to get title. The mortgage exists, but value is four times the debt. Which statement about marketable title is most accurate?**

   A. The closing date, when all payments have been made and the deed is delivered.

   B. The signing date.

   C. The date the mortgage is paid off.

   D. The date the buyer completes all repairs.

10. An insurance policy issued to a homeowner violates certain statutorily required coverage terms. Will the homeowner likely succeed in recovering losses caused by a theft within policy terms?

A. Yes, because the homeowner belongs to the class of persons intended to be protected by the statute.

B. No, because a statute violation renders the contract unenforceable regardless of who files.

C. Yes, because insurance contracts are always enforceable even if statutes are violated.

D. No, because public policy always favors the insurer.

Answers

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

Explanations

1. Which statement about covenants running with the land is accurate?

A. Enforceable against successors in interest.

B. Enforceable only against the original promisor.

C. Only enforceable in equity.

D. Require a deed to be enforceable.

Covenants that run with the land bind future owners who acquire an interest in the parcel. For a covenant to run, it must touch and concern the land, there must be an intent that it run with the land, and there must be privity (a relationship between the original parties and their successors) along with notice to subsequent purchasers in many cases. When these conditions are met, the covenant is enforceable against successors in interest, not just the original promisor, making the restriction or obligation binding on later owners. That's why this statement is correct: covenants running with the land are enforceable against successors in interest. The other options fail because covenants can extend beyond the original promisor, aren't limited to equity, and don't necessarily require a deed in every case (they can arise from an executed contract or other instrument tied to the land).

2. Modern contract law allows which of the following regarding third-party beneficiaries?

A. Only parties to the contract can sue

B. Third-party beneficiaries can never sue

C. Rights have expanded to allow certain third-party beneficiaries to sue

D. Only if there is a novation

When a contract is formed, the usual privity rule has expanded to let certain third parties sue to enforce promises made for their benefit. The key distinction is between intended beneficiaries and incidental beneficiaries. If the contract is intended to benefit a third party—either as a creditor beneficiary (the promisor owes money to the third party) or as a donee beneficiary (the promisee intends to confer a benefit on the third party)—that third party can sue the promisor for breach even though there's no contract between them and the promisor. If the third party is only incidental to the contract, they cannot sue. Novation isn't required for this right to arise; novation would substitute a new party in place of an original one, which is a separate concept. The take-away is that modern contract law recognizes standing for certain third-party beneficiaries to enforce the contract, so rights have expanded to allow those beneficiaries to sue.

3. Under the UCC, if a buyer fails to make a selection by March 1 and the seller refuses after a one-day delay in selection, is the buyer likely to prevail for breach?

A. Yes, because the delay in selection did not materially affect the seller.

B. No, because the buyer failed to select.

C. Yes, because the seller had no right to cancel.

D. No, because the seller had a valid anticipatory repudiation.

Under the UCC, performance in a sale of goods is excused or justified primarily by whether a breach is material. A buyer's failure to select by a specified deadline is a breach, but it isn't automatically fatal—the breach must be material to justify cancellation or a seller's refusal. Here, a one-day delay in the buyer's selection does not materially affect the seller's ability to perform or the contract's value. Because the delay is not material, the seller's one-day refusal to proceed is not a proper basis to cancel. In that sense, the buyer is likely to prevail on a breach claim by the seller, since the delay did not cause the seller substantial harm. Anticipatory repudiation doesn't come into play—the scenario doesn't involve a party clearly stating it will not perform before the deadline. And the argument that the seller had no right to cancel is too strong when the breach is material; here the breach is not material, so cancellation isn't clearly justified. The key idea is that nonmaterial delays don't automatically excuse or justify cancellation under the UCC.

4. Which of the following is required to certify a class action under Rule 23?

A. Commonality

B. Jurisdiction

C. Standing

D. Damages

The key idea is that certification under Rule 23 hinges on a shared issue among all class members. There must be a common contention—an issue of fact or law—that is central to every member's claim and that can be resolved through one class-wide determination. This commonality ensures the suit will be more efficient and that named plaintiffs can adequately represent the interests of the whole group. Jurisdiction isn't a class-certification criterion; it's about the court's authority to hear the case. Standing concerns who may sue in the first place, not whether a class can be certified. Damages aren't required for certification—the class can be certified even if damages vary or are difficult to prove on an individual basis. The essential requirement for certification is the presence of a common issue binding all class members.

5. When police question a suspect during a Terry stop, are Miranda warnings required?

A. Yes, warnings are required at the time of any interrogation.

B. No, warnings are not required during a permissible Terry stop.

C. Yes, but only if the suspect requests counsel.

D. No, warnings are only required after a formal arrest.

Miranda warnings are triggered only when a suspect is in custody and being interrogated. A Terry stop is a brief, noncoercive detention based on reasonable suspicion to investigate possible criminal activity. While the stop is ongoing, officers may question to determine if there's danger or involvement, but the person is not considered "in custody" for Miranda purposes in the same way as a formal arrest. Because of that, routine questions during a permissible Terry stop do not require Miranda warnings. If the stop leads to a formal arrest or the detainee is otherwise placed in custody, then before any interrogation about the crime, officers must administer Miranda warnings. And if the suspect requests counsel, questioning must stop until counsel is present.

6. If a contract for goods requires shipment by a third-party carrier and is silent on carriage costs, what is the default type of contract according to UCC comments?

A. A destination contract.

B. A nondelivery contract.

C. A shipment contract.

D. A bill-of-lading contract.

Under the UCC, the delivery method for a sale of goods hinges on whether the contract is a shipment contract or a destination contract. When the contract requires shipment by a carrier and does not specify a destination, the default is a shipment contract. This means the seller's obligation is to get the goods to the carrier, and the risk of loss passes to the buyer when the goods are delivered to the carrier. If a destination had been specified, it would be a destination contract, with risk passing only when the goods are tendered at that destination. The fact that carriage costs aren't mentioned doesn't change the classification—the terms govern risk transfer and responsibility for delivery, with the shipment contract default applying here.

7. Who has standing to enforce the restrictive covenant that the 40-acre tract be used for residential purposes, given the developer transferred most of the land but the original owner retained a nearby tract?

A. The developer who received the 40-acre tract.

B. The man who retained the five-acre tract and is benefitted.

C. The current owners of the 40 lots.

D. The neighbor across the street.

The key idea is that a private restrictive covenant runs with the land and can be enforced by those who hold the land that benefits from the restriction, or their successors. In this scenario, the covenant restricts the 40-acre tract to residential use. The party who benefits from keeping nearby land residential is the owner of the tract retained by the original owner—the nearby five-acre parcel. That nearby land's value and character are protected by the restriction on the 40-acre tract, so the owner of the five-acre tract has a concrete interest in enforcing that the 40-acre tract remains residential. The developer who received the 40 acres is the burdened owner, not the beneficiary, so he wouldn't have standing to enforce the covenant against others. The current owners of the 40 lots would only have standing if they themselves own land that benefits from the covenant; the clearly benefitted party here is the owner of the nearby five-acre tract. Therefore, the man who retained the five-acre tract and is benefitted has standing to enforce the covenant.

8. A food company terminates its contract with a delivery service to hurt an airline's business, causing the delivery service to terminate the airline contract. Will the airline prevail in a tortious interference with contract action?

A. No, because the airline and the delivery service were parties to the contract.

B. Yes, because the food company intentionally interfered with the contract.

C. No, because there was no contract.

D. Yes, because torts preempt contract law.

Tortious interference with contract occurs when a third party intentionally disrupts a contract between two other parties, causing a breach and damages. Here, there is a valid contract between the airline and the delivery service. The food company, not a party to that contract, terminated its own agreement with the delivery service in a way aimed at harming the airline's business. That termination creates pressure and leads the delivery service to end its contract with the airline, i.e., to breach the airline–delivery service agreement. Because the food company acted with the purpose of harming the airline and its conduct caused the breach, the airline has a viable claim for intentional interference with the contract, provided there are damages proven from the breach. The other options falter because: the existence of a contract doesn't shield the third party from tort liability when it intentionally disrupts the contract; the mere statement that there was no contract is false; and tort claims do not somehow override or preempt contract law—the tort can attach when the required elements (knowledge, intentional interference, causation, damages) are met.

9. In an installment land contract, the buyer has to wait for closing to get title. The mortgage exists, but value is four times the debt. Which statement about marketable title is most accurate?

A. The closing date, when all payments have been made and the deed is delivered.

B. The signing date.

C. The date the mortgage is paid off.

D. The date the buyer completes all repairs.

Marketable title is the kind of title a reasonable buyer would accept—free of doubt and free of encumbrances when the title is transferred. In an installment land contract, the buyer doesn't get legal title until the closing, when the deed is delivered and the purchase is completed. At that moment, any existing mortgage lien is typically paid off or released, so the title transferred to the buyer is marketable. The key is the actual transfer of the deed at closing, not the signing date, the mortgage payoff date alone, or whether repairs are finished.

10. An insurance policy issued to a homeowner violates certain statutorily required coverage terms. Will the homeowner likely succeed in recovering losses caused by a theft within policy terms?

A. Yes, because the homeowner belongs to the class of persons intended to be protected by the statute.

B. No, because a statute violation renders the contract unenforceable regardless of who files.

C. Yes, because insurance contracts are always enforceable even if statutes are violated.

D. No, because public policy always favors the insurer.

The main concept is that remedial insurance statutes protect the insured and create a remedy when a policy omits or violates mandated coverage. If the policy issued to a homeowner violates statutorily required terms, the insured is within the class the statute intends to protect, so the homeowner can recover for losses that fall under the statute's protection. The statute's purpose is to ensure minimum coverage for those in need of protection, not to void every contract entirely. Thus, even though the policy is noncompliant in some respect, the homeowner can recover losses caused by a theft within the scope of the required coverage. The other options misstate how such statutes operate: violations don't automatically render the entire contract unenforceable; insurance contracts aren't always enforceable in disregard of protective statutes; and public policy doesn't always favor the insurer when the statute is designed to aid consumers.

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://mbeope2.examzify.com

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