

New Brunswick Bar Practice Exam (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. When is arbitration utilized according to the text?**
 - A. When parties prefer mediation**
 - B. When an agreement requires arbitration**
 - C. When one party refuses to participate**
 - D. When litigation is too costly**
- 2. When is a will considered to be revoked?**
 - A. By writing another will or destroying the existing one**
 - B. By executing a codicil**
 - C. By notifying heirs of the change**
 - D. By registering with the court**
- 3. What does the marital property act primarily establish?**
 - A. Rights of parents regarding child custody**
 - B. Equality of property rights for spouses**
 - C. Regulations for divorce proceedings**
 - D. Framework for alimony calculations**
- 4. What is the function of a Unanimous Shareholder Agreement?**
 - A. To give all shareholders equal voting power**
 - B. To restrain the power of directors**
 - C. To manage corporate expenses**
 - D. To facilitate the sale of shares**
- 5. What are comprehensive claims agreements commonly referred to as?**
 - A. Historical treaties**
 - B. Modern treaties**
 - C. Traditional agreements**
 - D. Legal settlements**
- 6. What does s. 35 of the Constitution, 1982 affirm?**
 - A. Indigenous education rights**
 - B. Aboriginal rights and title**
 - C. Environmental protections**
 - D. Federal governance**

7. How is the amount of child support determined for parents earning over \$150,000?

- A. It is fixed at a flat rate**
- B. Calculated based on the first \$150,000 and then at a reasonable rate**
- C. Determined only by mutual agreement between the parents**
- D. Paying less than the usual amount regardless of financial status**

8. What is the standard default post-judgement interest rate?

- A. 5%**
- B. 10%**
- C. 7%**
- D. 12%**

9. What is the main purpose of by-laws in a corporation?

- A. To establish corporate identity**
- B. To govern internal operations of the corporation**
- C. To outline the shareholder rights**
- D. To present financial policies**

10. What is the first step in the procedure for obtaining a divorce?

- A. Sign a separation agreement**
- B. Petition for divorce**
- C. Demonstrate a breakdown of marriage**
- D. Discuss reconciliation with spouses**

Answers

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

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Explanations

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1. When is arbitration utilized according to the text?

- A. When parties prefer mediation
- B. When an agreement requires arbitration**
- C. When one party refuses to participate
- D. When litigation is too costly

Arbitration is typically utilized when an agreement explicitly requires it. This means that the parties involved have contracted to resolve their disputes through arbitration rather than through other means such as litigation or mediation. This contractual obligation to arbitrate often encompasses specific terms, including how the arbitration process will be conducted, the selection of arbitrators, and the scope of the issues that may be arbitrated. The utilization of arbitration provides a structured method for dispute resolution that can be binding, meaning the decisions made by the arbitrator are final and enforceable in a court of law. This binding nature is a significant aspect of why parties might agree to arbitration in their contracts, as it can offer certainty and efficiency in resolving disputes compared to the often extensive and costly litigation process. In contrast, other options such as preferring mediation or situations where one party refuses to participate do not define the conditions under which arbitration is used. Mediation is a separate dispute resolution process that emphasizes negotiation and collaboration, while refusal to participate does not lead to an effective arbitration process. Cost considerations, while relevant in choosing dispute resolution methods, do not serve as a primary reason for the invocation of arbitration compared to a clear contractual agreement. Thus, the emphasis on an existing agreement is what validates the use of arbitration.

2. When is a will considered to be revoked?

- A. By writing another will or destroying the existing one**
- B. By executing a codicil
- C. By notifying heirs of the change
- D. By registering with the court

A will is considered to be revoked when the testator (the person who made the will) takes clear and intentional steps to indicate that they wish to cancel or replace the existing will. Writing another will or destroying the existing one are both recognized methods of revocation. When a new will is drafted, it often contains a clause explicitly stating that it revokes any prior wills, making the intent of the testator clear. Similarly, physically destroying the will, whether by tearing it up, burning it, or any other means, demonstrates a clear intention to revoke the previous document. Both actions unequivocally signify that the testator no longer wants the prior will to have effect. In contrast, executing a codicil—essentially a supplement or amendment to a will—does not revoke the original will but instead alters its terms. Notifying heirs of a change does not fulfill the legal requirements for revoking a will and does not replicate the formalities required for that action. Additionally, simply registering a will with the court does not imply any intention to revoke it, as registration does not change the will itself.

3. What does the marital property act primarily establish?

- A. Rights of parents regarding child custody
- B. Equality of property rights for spouses**
- C. Regulations for divorce proceedings
- D. Framework for alimony calculations

The marital property act primarily establishes equality of property rights for spouses, focusing on the fair distribution of assets acquired during the marriage. This legislative framework ensures that both parties have a recognized and equitable claim to property, regardless of who acquired it during the marriage. The underlying principle is that marriage is a partnership, and both spouses contribute to the marital estate in various forms, whether financially or through domestic responsibilities. By promoting equal property rights, the act aims to protect individuals, particularly in the event of a divorce or separation, and to ensure that neither party is disadvantaged due to traditional gender roles. In contrast, the other options pertain to different aspects of family law. Child custody rights are governed by separate statutes that prioritize the best interests of the child, while divorce regulations focus on the legal procedures and requirements necessary for dissolving a marriage. Lastly, alimony frameworks outline how spousal support is calculated but do not address the issue of property division during marriage or after divorce. Therefore, the correct answer emphasizes the specific role of the marital property act in establishing equitable property rights.

4. What is the function of a Unanimous Shareholder Agreement?

- A. To give all shareholders equal voting power
- B. To restrain the power of directors**
- C. To manage corporate expenses
- D. To facilitate the sale of shares

A Unanimous Shareholder Agreement (USA) primarily functions to restrain the power of directors, allowing shareholders to exert more influence over corporate governance. In many corporate structures, directors typically have the authority to make significant decisions without needing to obtain shareholder approval. However, a USA shifts some of this authority, granting shareholders the ability to make decisions that directors may otherwise control. This arrangement can set forth specific limitations on the powers of directors or dictate how certain decisions are to be made, thus reinforcing the shareholders' role in governance. While the other options encompass important aspects of corporate law and governance, they do not capture the primary function of a USA. Shareholder voting power is generally determined by share ownership and is not inherently equitable through a USA. Managing corporate expenses is more aligned with operational management rather than shareholder governance. Additionally, while a USA can facilitate the sale of shares by setting out certain conditions or rights of first refusal, this is a secondary function and not the main purpose of such an agreement.

5. What are comprehensive claims agreements commonly referred to as?

- A. Historical treaties
- B. Modern treaties**
- C. Traditional agreements
- D. Legal settlements

Comprehensive claims agreements are commonly referred to as modern treaties. This terminology reflects their scope and nature, distinguishing them from earlier agreements that may have been made under different circumstances or frameworks. Modern treaties typically address the rights and interests of Indigenous peoples in a comprehensive manner, covering land claims, governance rights, resource management, and other essential areas that affect Indigenous communities today. The designation of these agreements as "modern" indicates that they arise from contemporary negotiations and frameworks aimed at addressing historical injustices and providing a basis for the coexistence of Indigenous and non-Indigenous societies within Canada. They often represent a more formalized, structured approach to treaty-making that includes mutual recognition of rights and self-determination for Indigenous groups, unlike historical treaties that may not have fully reflected current understandings of Indigenous rights or engaged Indigenous communities in meaningful negotiations. While historical treaties, traditional agreements, and legal settlements each have their respective contexts and implications, it is the term "modern treaties" that accurately captures the intent and framework of comprehensive claims agreements in the present legal landscape.

6. What does s. 35 of the Constitution, 1982 affirm?

- A. Indigenous education rights
- B. Aboriginal rights and title**
- C. Environmental protections
- D. Federal governance

Section 35 of the Constitution Act, 1982 specifically affirms the rights of Indigenous peoples in Canada, which encompass both Aboriginal rights and title. This section provides constitutional recognition of the existence of these rights, acknowledging the historical and ongoing relationship that Indigenous peoples have with their traditional lands and resources. Aboriginal rights may include the right to practice traditional customs and the right to harvest natural resources in accordance with those traditions, while Aboriginal title pertains to the legal recognition of Indigenous peoples' rights to occupy and use land, grounded in their historical presence on that land. The clarity and legal standing given to these rights by Section 35 play a crucial role in advancing the recognition and protection of Indigenous interests in Canada. In contrast, the other options revolve around different areas of law and policy that are not addressed directly by this section. Indigenous education rights, environmental protections, and federal governance themes, while significant, do not fall within the specific protections and recognitions outlined in Section 35.

7. How is the amount of child support determined for parents earning over \$150,000?

- A. It is fixed at a flat rate**
- B. Calculated based on the first \$150,000 and then at a reasonable rate**
- C. Determined only by mutual agreement between the parents**
- D. Paying less than the usual amount regardless of financial status**

The determination of child support for parents earning over \$150,000 typically follows guidelines established in child support legislation and involves calculating support based on various factors, including income. In this case, the correct approach is to evaluate the income up to \$150,000 using established formulas and guidelines. Once this amount is established, further income is usually addressed at a reasonable rate, recognizing that higher earners may have different financial capabilities. This method ensures a fair assessment that considers both the needs of the child and the ability of the parent to pay. It avoids a one-size-fits-all approach, acknowledging that higher income levels might necessitate a more nuanced calculation that can provide appropriate support based on the child's needs while also considering the parent's financial situation. The other options do not accurately reflect the general approach to calculating child support for higher earners. A flat rate does not take into account the varying financial responsibilities that can arise from different income levels. Relying solely on mutual agreement may overlook the need for a structured formula that considers the child's best interests, and paying less than the usual amount disregards the principle of ensuring adequate support based on actual financial resources.

8. What is the standard default post-judgement interest rate?

- A. 5%**
- B. 10%**
- C. 7%**
- D. 12%**

The standard default post-judgment interest rate is set at 7%. This rate applies to judgments in civil proceedings unless a different rate is specified by statute or the court. The rationale for establishing a specific interest rate is to compensate the judgment creditor for the time value of money, ensuring they receive a fair return for the period they are deprived of the funds awarded to them by the court. This 7% rate is also intended to provide a balance between adequately compensating the creditor while not imposing an excessively high burden on debtors. It reflects a generally accepted interest level within the broader economic context and aligns with common legal standards. Understanding this standard is crucial for both legal practitioners and their clients, as it directly influences financial calculations related to judgments and can impact negotiations in settlement discussions.

9. What is the main purpose of by-laws in a corporation?

- A. To establish corporate identity
- B. To govern internal operations of the corporation**
- C. To outline the shareholder rights
- D. To present financial policies

The main purpose of by-laws in a corporation is to govern the internal operations of the corporation. By-laws serve as the foundational rules that dictate how the corporation will be managed, including procedures for board meetings, the role and responsibilities of directors and officers, voting rights, and other operational protocols. They provide a framework that ensures the corporation runs efficiently and in accordance with both its charter and applicable laws. While by-laws may touch upon aspects related to corporate identity, shareholder rights, and financial policies, these elements are typically governed by separate documents or statutes. For example, a corporation's identity is established through its articles of incorporation rather than by-laws. Shareholder rights are often detailed in the articles and applicable corporate statutes, while financial policies may be outlined in separate financial management documents. By-laws primarily focus on the internal governance structure and administrative functions essential for the day-to-day operations of the corporation.

10. What is the first step in the procedure for obtaining a divorce?

- A. Sign a separation agreement
- B. Petition for divorce
- C. Demonstrate a breakdown of marriage**
- D. Discuss reconciliation with spouses

The first step in the procedure for obtaining a divorce is to demonstrate a breakdown of the marriage. This is essential because, in many jurisdictions, including New Brunswick, the legal basis for a divorce typically involves establishing that the marriage has irretrievably broken down. This could involve showing evidence of separation, unreasonable behavior, or other factors indicating that reconciliation is not possible. Demonstrating a breakdown is crucial because it aligns with the legal standards of divorce legislation, which stipulates that before a court can grant a divorce, it must be satisfied that the marital relationship has ended. This foundational step serves as a prerequisite for any further legal actions, such as filing a petition for divorce or entering into discussions about separation agreements or reconciliation. While the other actions, such as signing a separation agreement or discussing reconciliation, may play a role in the divorce process or be components of resolving marital issues, they do not fulfill the primary requirement of establishing the underlying grounds for the divorce itself. Therefore, demonstrating the breakdown of the marriage is the correct initial step in pursuing a divorce.

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://newbrunswickbar.examzify.com>

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

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