

# New York Law Course (NYLC) 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. If legal title or possession has been transferred, who bears the risk of loss?**
  - A. The buyer**
  - B. The seller**
  - C. Both parties share the loss**
  - D. Risk of loss is determined by the contract terms and is not fixed**
  
- 2. When devised property changes form through conveyance, settlement, or other act by which an estate in property previously disposed of by will is altered but not wholly divested, what happens to the disposition?**
  - A. The disposition is not revoked, and the estate in the remaining property passes to the beneficiaries according to the disposition.**
  - B. The disposition is revoked.**
  - C. The entire bequest is increased.**
  - D. The disposition becomes a residuary bequest.**
  
- 3. Spousal immunity and marital communications privilege include which exceptions?**
  - A. The immunity applies in all civil actions with no exceptions**
  - B. The privilege is limited to confidential communications**
  - C. Immunity applies with exceptions to prove the marriage, disprove adultery, or disprove a defense after evidence has been introduced**
  - D. The privilege does not apply if the couple is separated**
  
- 4. What is required for loans to directors?**
  - A. They must be approved by a shareholder vote**
  - B. They may be approved by the board with a quorum that excludes the benefited directors**
  - C. They must be approved by the board without a shareholder vote**
  - D. They are prohibited.**

- 5. What is the pro-bono goal for lawyers described in the material?**
- A. Provide at least 5 hours per year to the poor.**
  - B. Provide at least 50 hours per year to poor persons.**
  - C. Provide at least 100 hours per year to all clients.**
  - D. Pro bono work is optional with no hour minimum.**
- 6. The degree of larceny varies with what factor?**
- A. The value of the property involved.**
  - B. The owner's consent.**
  - C. The use of force.**
  - D. The time of day.**
- 7. Under GOL, which provision is disfavored or void as against public policy**
- A. A clause exempting a party from liability for negligence**
  - B. A clause requiring deceptive practices**
  - C. A wagering contract on a race**
  - D. A clause limiting wage payments to comply with minimums**
- 8. Dram shop liability under New York law requires which of the following elements?**
- A. A sale of alcohol by any individual suffices.**
  - B. Liability arises only in private homes when alcohol is sold.**
  - C. There must be a commercial sale of alcohol, and unlawful sales to a minor or intoxicated person may lead to liability.**
  - D. It does not apply to alcohol purchases by the intoxicated person.**
- 9. A special proceeding is used to establish a right or enforce an obligation in a civil matter in an expedited fashion. Which statement accurately describes a characteristic of special proceedings?**
- A. They require no statutory authorization.**
  - B. They are primarily initiated by a petitioner and include pleadings such as petition, answer, and reply.**
  - C. They do not allow leave of court to join additional parties.**
  - D. They always involve a jury trial.**

**10. Under the borrowing statute, if the plaintiff was a nonresident of New York when the out-of-state claim arose, which SOL governs?**

- A. New York's SOL**
- B. The shorter SOL of the two states**
- C. The longer SOL of the two states**
- D. The SOL of the state where accrual occurred**

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## Answers

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

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## **Explanations**

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**1. If legal title or possession has been transferred, who bears the risk of loss?**

**A. The buyer**

**B. The seller**

**C. Both parties share the loss**

**D. Risk of loss is determined by the contract terms and is not fixed**

The key idea is that risk of loss in a sale of goods follows ownership and control of the goods. Under the UCC, once legal title or possession has transferred to the buyer, the buyer bears the risk of loss. This reflects that the buyer now owns and controls the goods, and the seller's obligation has been discharged by delivery. The contract can alter this allocation if there are explicit terms, but absent such terms, transfer of title or possession shifts the risk to the buyer.

**2. When devised property changes form through conveyance, settlement, or other act by which an estate in property previously disposed of by will is altered but not wholly divested, what happens to the disposition?**

**A. The disposition is not revoked, and the estate in the remaining property passes to the beneficiaries according to the disposition.**

**B. The disposition is revoked.**

**C. The entire bequest is increased.**

**D. The disposition becomes a residuary bequest.**

The idea is that a testamentary plan persists even when the property it covers is altered in form by an inter vivos act, as long as the change does not divest the entire property from the estate. If only part of the property previously disposed of by the will is conveyed, settled, or otherwise altered, the will's disposition continues to govern the portion that remains in the estate. The transferred portion leaves the estate and is no longer subject to the will, but the remaining property still passes to the named beneficiaries according to the will. For example, if a will leaves all the land to a beneficiary, and part of the land is conveyed to another person while some remains, the remaining land still passes to the original beneficiary, and the conveyance is outside the will. Thus the disposition is not revoked; the estate in the remaining property passes as originally planned.

### 3. Spousal immunity and marital communications privilege include which exceptions?

- A. The immunity applies in all civil actions with no exceptions
- B. The privilege is limited to confidential communications
- C. Immunity applies with exceptions to prove the marriage, disprove adultery, or disprove a defense after evidence has been introduced**
- D. The privilege does not apply if the couple is separated

Spousal immunity and the marital communications privilege are not blanket shields; they have specific exceptions that let certain evidence come in. One important exception is that the immunity can be bypassed to prove the existence of a valid marriage. If the issue is whether the couple is legally married, the privilege does not bar proof of that fact. Another exception allows evidence related to adultery to be addressed—testimony or documents about adultery may be admitted in appropriate contexts, even though there’s a privilege otherwise. A third exception covers scenarios where the opposing party has introduced evidence in support of a defense; the privilege may be overcome to rebut that defense once such evidence is in play. These carve-outs explain why the correct understanding is that immunity applies with these specific exceptions. The other options misstate the scope or applicability of the privileges (for example, implying they are absolute in civil actions, limited only to confidential communications, or unaffected by separation), which these exceptions demonstrate are not accurate.

### 4. What is required for loans to directors?

- A. They must be approved by a shareholder vote**
- B. They may be approved by the board with a quorum that excludes the benefited directors
- C. They must be approved by the board without a shareholder vote
- D. They are prohibited.

Lending to a director creates a related-party transaction and raises self-dealing concerns. To protect the corporation and its shareholders, New York corporate law treats such loans as transactions that require broader oversight, specifically approval by the shareholders. This gives the ownership a voice in the decision and helps ensure the terms are fair and disclosed. A board alone cannot satisfy that protective requirement in this context, even if the directors who would benefit are excluded from the vote. Prohibition isn’t the rule here because when properly approved, a loan to a director is permitted; and allowing only board approval would undermine the safeguards against conflicts of interest. Hence, shareholder approval is required.

**5. What is the pro-bono goal for lawyers described in the material?**

- A. Provide at least 5 hours per year to the poor.**
- B. Provide at least 50 hours per year to poor persons.**
- C. Provide at least 100 hours per year to all clients.**
- D. Pro bono work is optional with no hour minimum.**

The main idea here is that pro bono service is measured by a concrete time commitment dedicated to helping those who can't afford legal help. The material sets a specific annual target, emphasizing a minimum amount of free work to indigent clients. Providing at least 50 hours per year to poor persons is the best fit because it establishes a real, monitorable standard focused on aid to the underserved. It's not about a tiny or unlimited amount, and it isn't about serving all clients for unlimited hours. The other options either state too few hours, set the minimum on the wrong group (all clients rather than the poor), or declare pro bono work optional with no minimum, which contradicts the stated goal.

**6. The degree of larceny varies with what factor?**

- A. The value of the property involved.**
- B. The owner's consent.**
- C. The use of force.**
- D. The time of day.**

The level of larceny is determined by how much the property is worth. In practice, small-value thefts are charged as petty larceny (a misdemeanor), while larger-value thefts are charged as grand larceny (a felony), with higher degrees for even bigger or more serious items under certain statutes. The amount stolen sets the degree, not when it happened, whether force was used, or whether the owner consented. Consent can affect whether the taking was unlawful or may negate the crime in some situations, and force relates to robbery rather than the basic degree of larceny. Time of day also doesn't determine the degree. So the value of the property involved is the factor that governs the degree.

**7. Under GOL, which provision is disfavored or void as against public policy**

- A. A clause exempting a party from liability for negligence**
- B. A clause requiring deceptive practices**
- C. A wagering contract on a race**
- D. A clause limiting wage payments to comply with minimums**

The main idea here is that under New York General Obligations Law, a contract clause that excuses or relieves a party from liability for negligence is generally disfavored and void as against public policy. Courts view such exculpatory provisions as undermining the duty of care and the remedial purpose of tort law, since they allow one party to escape accountability for harmful conduct. That's why a clause attempting to shield a party from negligence liability is the best answer. The other options cover different public-policy concerns: a clause that would compel deceptive practices conflicts with fraud laws; a wagering contract on a race is void due to illegality of gambling; and a clause limiting wage payments to meet minimums would violate wage-and-hour laws. Each of those is void for reasons outside the specific public policy about negligence waivers, making the negligence-exemption clause the correct focus under GOL.

**8. Dram shop liability under New York law requires which of the following elements?**

- A. A sale of alcohol by any individual suffices.**
- B. Liability arises only in private homes when alcohol is sold.**
- C. There must be a commercial sale of alcohol, and unlawful sales to a minor or intoxicated person may lead to liability.**
- D. It does not apply to alcohol purchases by the intoxicated person.**

Dram shop liability in New York focuses on when a commercial seller of alcohol can be held responsible for harm caused by the person to whom they sold the alcohol. The key idea is that liability attaches to legitimate, commercial alcohol sellers only when they unlawfully sell to someone who is a minor or who is visibly intoxicated, and that sale contributes to injuries caused by that intoxicated person. The best answer captures both elements: there must be a commercial sale of alcohol, and unlawful sales to a minor or intoxicated person may give rise to liability. This reflects the role of bar, restaurant, and liquor-store sellers, not private individuals, and it recognizes that illegal sales to minors or intoxicated people are the trigger for potential liability.

**9. A special proceeding is used to establish a right or enforce an obligation in a civil matter in an expedited fashion. Which statement accurately describes a characteristic of special proceedings?**

**A. They require no statutory authorization.**

**B. They are primarily initiated by a petitioner and include pleadings such as petition, answer, and reply.**

**C. They do not allow leave of court to join additional parties.**

**D. They always involve a jury trial.**

Special proceedings are a streamlined, statutorily authorized path to resolve a specific right or obligation, started by a petition rather than a complaint. This framework is why the defining characteristic is that the action is primarily initiated by a petitioner and uses pleadings such as petition, answer, and, where appropriate, a reply. The petition lays out the facts and the relief sought, the respondent answers, and a reply may be allowed to address any new issues raised. Because these proceedings are created and governed by statute, they cannot be brought without that statutory authorization. They are typically bench proceedings, not jury trials, and the court may allow joinder of additional parties by appropriate motion or order when needed, rather than categorically prohibiting it.

**10. Under the borrowing statute, if the plaintiff was a nonresident of New York when the out-of-state claim arose, which SOL governs?**

**A. New York's SOL**

**B. The shorter SOL of the two states**

**C. The longer SOL of the two states**

**D. The SOL of the state where accrual occurred**

The borrowing statute requires that when a claim arises outside New York and the plaintiff was not a New York resident at the time the claim accrued, the action is governed by the shorter period of limitations between New York and the state where the claim arose. This prevents the plaintiff from shopping for a longer limitations period and helps ensure fairness across jurisdictions. So the applicable limit is whichever is shorter: New York's SOL or the foreign state's SOL. In this scenario, that means the shorter of the two governs. The other options would ignore the borrowing statute's rule of selecting the shorter period or would apply a rule that doesn't fit the nonresident accrual situation.

## 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:**

**<https://nylc.examzify.com>**

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

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