NEW YORK LAW COURSE (NYLC) 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 the condition of real property is true in the context of caveat emptor and exceptions?**
    - A. The seller has a general duty to disclose all information about the property.
    - B. Delivery of a property condition disclosure statement is only required for one-family dwellings.
    - C. The housing merchant implied warranty applies to the sale of a new home by a builder.
    - D. Active concealment by the seller never triggers a duty to disclose.

2. **What happens to tenancy by the entirety upon divorce?**
    - A. It remains a tenancy by the entirety between the former spouses.
    - B. It becomes a tenancy in common between the former spouses.
    - C. It automatically terminates and reverts to the original owner.
    - D. It converts to a tenancy in partnership.

3. **Probable cause for an informant assessment includes which two factors?**
    - A. Veracity or reliability of the source
    - B. Basis of the informant's knowledge
    - C. Both of the above
    - D. None of the above

4. **Which statement best describes recovery for non-economic loss (pain and suffering) in an action between covered persons?**
    - A. Yes, non-economic loss is recoverable in all cases.
    - B. No, there is no right to recover non-economic loss except when the injury is serious or basic economic loss is involved.
    - C. Yes, non-economic loss is recoverable whenever there is a basic economic loss claim.
    - D. No, non-economic loss is never recoverable under any circumstances.

5. **When determining custody, which factor is considered under the best interests standard?**
    - A. Ability to provide for emotional and intellectual development
    - B. The parent's favorite color
    - C. The child's grade level in school
    - D. The parent's city of residence

6. Under imputed disqualification, when may a new firm represent a client adverse to the former client's matter?

A. If none of the former firm's lawyers obtained confidential information about the former client.

B. If the former client waives the conflict in writing.

C. If the new firm simply conducts a conflicts check.

D. If the matter is unrelated to anything handled by the former firm.

7. A lease for a period longer than one year is void unless in writing and subscribed by which party?

A. The landlord

B. The tenant

C. The party to be charged

D. Both the landlord and the tenant

8. If the express terms of the instrument prohibit early termination, can a court terminate anyway?

A. Yes; if the beneficiaries agree

B. No; express prohibition prevents termination

C. Only with unanimous beneficiary consent

D. Only with grantor consent

9. After an attorney has appeared on behalf of a client, can the attorney be withdrawn or replaced?

A. No, they cannot be withdrawn

B. Yes, may withdraw or be changed

C. Only with court order

D. Only if the client consents in writing

10. For first-party benefits to apply, which condition must be met?

A. Injury must occur in a non-motor vehicle incident

B. Motor vehicle must be the proximate cause of injury

C. Injury must be from a bicycle accident

D. Only occupants are eligible

Answers

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

Explanations

1. **Which statement about the condition of real property is true in the context of caveat emptor and exceptions?**

   A. The seller has a general duty to disclose all information about the property.

   B. Delivery of a property condition disclosure statement is only required for one-family dwellings.

   C. The housing merchant implied warranty applies to the sale of a new home by a builder.

   D. Active concealment by the seller never triggers a duty to disclose.

Under caveat emptor, buyers take on some risk, but there are notable exceptions that protect purchasers of real property. One important exception in New York is the housing merchant implied warranty: when a builder sells a newly constructed home, the builder impliedly warrants that the home is free from latent defects in construction and workmanship. This warranty arises from the builder-buyer relationship and provides protection for hidden defects that wouldn't be discovered by a casual inspection, making the purchase safer for a buyer of a new home. That's why this statement is the best answer: it accurately captures an established exception to caveat emptor by recognizing an implied warranty specifically tied to new homes sold by builders. The other statements don't fit the standard rules. A broad duty to disclose all information about the property isn't required under caveat emptor unless fraud or a latent defect is involved. The requirement to deliver a property condition disclosure statement isn't universally limited to one-family dwellings. And active concealment does trigger a duty to disclose and can give rise to remedies for the buyer.

2. **What happens to tenancy by the entirety upon divorce?**

   A. It remains a tenancy by the entirety between the former spouses.

   B. It becomes a tenancy in common between the former spouses.

   C. It automatically terminates and reverts to the original owner.

   D. It converts to a tenancy in partnership.

Tenancy by the entirety is a form of ownership available only to married couples, with right of survivorship and four unities. When divorce occurs, the marriage ends, severing the unity that creates tenancy by the entirety. The result is that the property becomes tenancy in common between the former spouses, each holding an undivided, possibly equal, share and no right of survivorship. The other options don't fit because the status doesn't persist after divorce, it doesn't automatically revert to a single owner, and it doesn't change into a tenancy in partnership.

3. Probable cause for an informant assessment includes which two factors?

A. Veracity or reliability of the source

B. Basis of the informant's knowledge

C. Both of the above

D. None of the above

The idea behind evaluating informant tips for probable cause rests on two essential elements: veracity (reliability) of the informant and the basis of the informant's knowledge. Veracity asks whether the informant is generally truthful and reliable—do they have a history of providing accurate information, and is there any reason to expect honesty in their current tip? Basis of knowledge looks at where the informant's information comes from—did they personally observe the facts, or did they obtain the information from others or rumors? Both factors matter because a credible informant who has firsthand information provides stronger support for probable cause than one who is credible but relies on secondhand hearsay, or vice versa. If reliability is high but the basis of knowledge is weak, corroboration from independent evidence is typically sought; if the basis of knowledge is strong but the informant's credibility is poor, the tip weighs less. In practice, these two considerations are weighed together under the overall totality of the circumstances, but they are the two factors the question asks you to identify.

4. Which statement best describes recovery for non-economic loss (pain and suffering) in an action between covered persons?

A. Yes, non-economic loss is recoverable in all cases.

B. No, there is no right to recover non-economic loss except when the injury is serious or basic economic loss is involved.

C. Yes, non-economic loss is recoverable whenever there is a basic economic loss claim.

D. No, non-economic loss is never recoverable under any circumstances.

Non-economic damages (pain and suffering) in actions between covered persons are not automatic under New York law. The ability to recover hinges on a threshold: you only get noneconomic damages if the injury qualifies as a "serious injury" under Insurance Law §5102(d), or if there's basic economic loss involved that affects the claim. This reflects the no-fault framework, which provides prompt economic benefits regardless of fault, while limiting noneconomic damages to more significant injuries or particular economic-loss scenarios. So, non-economic loss isn't recoverable simply because there was harm; it becomes recoverable only when the injury meets the serious-injury standard, or when basic economic loss is involved. The alternatives—unlimited noneconomic recovery, recovery whenever basic economic loss exists, or never recoverable—do not align with this threshold approach.

5. When determining custody, which factor is considered under the best interests standard?

A. Ability to provide for emotional and intellectual development

B. The parent's favorite color

C. The child's grade level in school

D. The parent's city of residence

Under the best interests standard, the court looks for the arrangement that most supports the child's welfare and growth. The most relevant factor here is the parent's ability to provide for the child's emotional and intellectual development, as this directly influences the child's ongoing growth, stability, and well-being. The other options don't address the child's welfare in the same direct way: a parent's favorite color has no bearing on custody decisions, a child's grade level alone is not a decisive factor for welfare, and a parent's city of residence may affect logistics but doesn't by itself address the child's development needs.

6. Under imputed disqualification, when may a new firm represent a client adverse to the former client's matter?

A. If none of the former firm's lawyers obtained confidential information about the former client.

B. If the former client waives the conflict in writing.

C. If the new firm simply conducts a conflicts check.

D. If the matter is unrelated to anything handled by the former firm.

Imputed disqualification depends on the risk that a former attorney could use confidential information about that former client against them. If none of the former firm's lawyers obtained any confidential information about the former client, there's no information to exploit, so the disqualification does not transfer to the new firm. In that situation, the new firm may take on a client opposing the former client's matter. If confidential information did exist, the disqualification would typically apply to the firm unless steps like screening are used or other allowed remedies are available. The other options don't address the core issue—the presence or absence of confidential information—so they don't justify allowing the representation in the imputed-disqualification scenario.

7. A lease for a period longer than one year is void unless in writing and subscribed by which party?

A. The landlord

B. The tenant

C. The party to be charged

D. Both the landlord and the tenant

The key concept is the Statute of Frauds rule for leases: a lease for more than one year must be in writing and signed by the party against whom enforcement would be sought. That "party to be charged" is the person who would be bound if the contract were enforced in court. In a typical landlord–tenant lease, the party to be charged is the landlord, because the landlord would be obligated under the lease. So the writing must be signed by the party who would be charged—the landlord. Signing by the tenant alone would not bind the landlord, and while signatures by both parties would certainly produce an enforceable document, the formal requirement specified is signature by the party to be charged.

8. If the express terms of the instrument prohibit early termination, can a court terminate anyway?

A. Yes; if the beneficiaries agree

B. No; express prohibition prevents termination

C. Only with unanimous beneficiary consent

D. Only with grantor consent

A trust or similar instrument is bound by its express terms, and a court cannot override a clear prohibition on early termination. If the instrument says early termination is not allowed, the court must honor that limit and continue the trust as written, unless the document itself or applicable law provides a permitted mechanism to modify or terminate. So even with beneficiary or grantor consent, termination cannot occur in violation of the express prohibition. The other options would rely on overriding the instrument, which isn't permitted unless there's a provision within the instrument or a governing statute that authorizes modification or termination despite the express prohibition.

9. After an attorney has appeared on behalf of a client, can the attorney be withdrawn or replaced?

A. No, they cannot be withdrawn

B. Yes, may withdraw or be changed

C. Only with court order

D. Only if the client consents in writing

After an attorney has appeared, the representation can be changed. An attorney may be withdrawn or replaced, provided the client's interests aren't prejudiced and there's a proper plan to continue representation. This can happen with the client's written consent to substitute counsel, or with leave of court if consent isn't given or if the court wants to safeguard the client's interests and avoid delay. In practice, the attorney typically files to be relieved or a substitution of counsel is filed, and the court's permission or the client's consent governs whether the change proceeds.

10. For first-party benefits to apply, which condition must be met?

A. Injury must occur in a non-motor vehicle incident

B. Motor vehicle must be the proximate cause of injury

C. Injury must be from a bicycle accident

D. Only occupants are eligible

First-party benefits under no-fault insurance are available when the injury is caused by the motor vehicle's use or operation. The crucial condition is that the motor vehicle must be the proximate cause of the injury—the injury must flow directly from the vehicle's operation. If the injury stems from a non-motor-vehicle incident, or from something unrelated to the vehicle's use (like a bicycle-only incident), first-party benefits wouldn't apply. Also, eligibility isn't limited to vehicle occupants; pedestrians and others harmed by a motor vehicle can qualify for first-party benefits as long as the vehicle's proximate role is present.

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!