

Ontario Solicitor Bar Practice Exam (Sample)

Study Guide



Everything you need from our exam experts!

This is a sample study guide. To access the full version with hundreds of 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. Don't worry about getting everything right, 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, and take breaks to retain information better.

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.

7. Use Other Tools

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!

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Questions

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- 1. What is the expected standard of care for a paid attorney under power of attorney?**
 - A. A minimal effort standard**
 - B. A reasonable person in business managing property standard**
 - C. A charitable intent standard**
 - D. An expert standard of care**
- 2. Why is it important for a lawyer to conduct due diligence before PPSA registration?**
 - A. To ensure no legal conflicts in the future**
 - B. To enhance the bank's credibility in the community**
 - C. To avoid negligence claims from the client**
 - D. To validate the borrower's financial status**
- 3. What rights does R possess due to owning a cottage along a river affected by pollution?**
 - A. Rights to exclusive use of the river**
 - B. Riperian rights**
 - C. Ownership rights over the entire river**
 - D. None, as S. inc has legal precedence**
- 4. What is typically not included in a general security agreement?**
 - A. Specific terms of secured obligations**
 - B. Details of collateralized assets**
 - C. Personal guarantees from company executives**
 - D. Provisions outlining default consequences**
- 5. What constitutes satisfactory evidence of legal use for a property?**
 - A. A verbal agreement from the seller.**
 - B. A document from the property owner.**
 - C. Written confirmation from the appropriate municipal authority.**
 - D. Statements from neighboring property owners.**

6. If a bank relies on a power of attorney that has been revoked, who holds liability for the taken funds?

- A. The attorney who took the funds**
- B. The estate of the deceased**
- C. The bank is protected if they did not receive notice of revocation**
- D. The beneficiaries of the estate**

7. Which document typically contains covenants that must be followed by creditors?

- A. Shareholder agreement**
- B. General Security Agreement (GSA)**
- C. Bylaws**
- D. Financial audits**

8. If a client in a joint retainer requests a change to the legal use of a purchased property, what must happen?

- A. A new retainer must be signed if the subject matter changes.**
- B. The lawyer can proceed without additional paperwork.**
- C. The change can be made verbally.**
- D. The client should be told to reconsider their change.**

9. What happens during the amalgamation of two companies?

- A. Both companies operate independently after the amalgamation**
- B. One company absorbs the assets, rights, and liabilities of the other**
- C. All assets are liquidated for cash value**
- D. Neither company can continue operations**

10. If a shareholder wants to propose a name change for the corporation, what proportion of shareholders must approve the proposal?

- A. Majority (more than 50%)**
- B. 2/3 of the shareholders**
- C. All shareholders**
- D. 3/4 of the shareholders**

Answers

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

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Explanations

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1. What is the expected standard of care for a paid attorney under power of attorney?

- A. A minimal effort standard
- B. A reasonable person in business managing property standard**
- C. A charitable intent standard
- D. An expert standard of care

The expected standard of care for a paid attorney acting under a power of attorney is defined as that of a reasonable person in business managing property. This standard requires the attorney to exercise the level of care, skill, and diligence that a prudent person would typically use in similar circumstances while managing their own affairs or the affairs of others. This standard is primarily rooted in the trust and fiduciary relationship established when one person grants another the authority to act on their behalf. The paid attorney must ensure that their decisions are in the best interest of the person they represent, which involves a careful assessment of the circumstances and effects of their actions related to property management. This contrasts with a minimal effort standard, which would imply a lack of diligence or commitment; a charitable intent standard, which would pertain to a volunteer or non-profit situation and generally involves lower levels of scrutiny; and an expert standard of care, which would apply in situations demanding specialized skills and knowledge, rather than in typical contexts of property management under a power of attorney. Therefore, the reasonable person standard effectively balances expectations of care with the nature of the attorney's engagement in managing another person's property.

2. Why is it important for a lawyer to conduct due diligence before PPSA registration?

- A. To ensure no legal conflicts in the future
- B. To enhance the bank's credibility in the community
- C. To avoid negligence claims from the client**
- D. To validate the borrower's financial status

The importance of conducting due diligence before PPSA (Personal Property Security Act) registration lies significantly in the avoidance of negligence claims from the client. When a lawyer undertakes the responsibility of registering a security interest, they must perform thorough checks and verification procedures to ascertain that the registration is accurate, comprehensive, and reflects the true legal standing of the client's interests. If a lawyer fails to conduct due diligence—such as not searching existing registrations, overlooking potential conflicts, or not verifying the borrower's status—this could lead to significant financial repercussions for the client. The client may hold the lawyer accountable for potential losses resulting from improper registration or conflict of interest, thus resulting in negligence claims. While the other options touch on relevant aspects of legal practice, they do not directly address the primary responsibility that lawyers have in protecting their clients' interests and preventing liability issues. Ensuring no legal conflicts, enhancing a bank's credibility, and validating financial status contribute to a lawyer's general practice but do not encapsulate the core duty to avoid negligence claims as a direct consequence of failing to perform proper due diligence in the context of PPSA registration.

3. What rights does R possess due to owning a cottage along a river affected by pollution?

- A. Rights to exclusive use of the river**
- B. Riparian rights**
- C. Ownership rights over the entire river**
- D. None, as S. inc has legal precedence**

The correct choice highlights that R possesses riparian rights due to owning a cottage along a river. Riparian rights are legal rights that allow landowners whose property is adjacent to a body of water to make reasonable use of it. These rights typically include the ability to access the water for purposes like boating, fishing, or swimming, as well as the right to enjoy the water in a manner that is reasonable and does not harm other users or the overall water quality. In this scenario, R's ownership does not grant exclusive use of the entire river, as that could infringe on the rights of others who may also own land along the river or utilize it for their own purposes. Similarly, R does not have ownership rights over the entire river, which is typically considered public property. The statement regarding S. inc having legal precedence implies some form of claim or legal standing affecting R's rights; however, if that claim does not affect R's riparian rights specifically, R would still retain those rights. Thus, recognizing R's riparian rights is essential for understanding the legal framework surrounding water use adjacent to private property.

4. What is typically not included in a general security agreement?

- A. Specific terms of secured obligations**
- B. Details of collateralized assets**
- C. Personal guarantees from company executives**
- D. Provisions outlining default consequences**

A general security agreement primarily serves to outline the terms and conditions under which a lender secures its interest in a borrower's assets. This type of agreement typically includes specific terms of the obligations being secured, details regarding the collateralized assets (such as descriptions or categories of the assets), and provisions that dictate the consequences of default. Personal guarantees from company executives are often separate documents or agreements intended to provide additional security for a loan. While these guarantees can enhance the lender's position, they are not typically included within the general security agreement itself. This is because personal guarantees relate to the personal liability of the individual, rather than directly to the secured assets or the primary terms of the debt itself, which the general security agreement primarily addresses. Thus, the absence of personal guarantees from executives in a general security agreement aligns with its purpose of focusing on the relationship between the lender and the borrower's secured obligations and collateral, rather than extending to the personal finances or liabilities of individuals associated with the borrowing entity.

5. What constitutes satisfactory evidence of legal use for a property?

- A. A verbal agreement from the seller.**
- B. A document from the property owner.**
- C. Written confirmation from the appropriate municipal authority.**
- D. Statements from neighboring property owners.**

Satisfactory evidence of legal use for a property is best established through written confirmation from the appropriate municipal authority. This is because municipal authorities are responsible for zoning regulations, property use approvals, and compliance with local laws. Their written confirmation serves as an official and authoritative statement regarding how the property can legally be used, including any restrictions or approvals that may be in place. Verbal agreements from sellers or documents from property owners do not carry the same level of certifiability and may not reflect current legal standing or compliance with municipal regulations. Similarly, statements from neighboring property owners could provide informal insights or perceptions about the property use but lack the official acknowledgment or authoritative weight provided by municipal confirmation. Therefore, reliance on municipal documentation acts as a safeguard in confirming the legality and proper use of the property.

6. If a bank relies on a power of attorney that has been revoked, who holds liability for the taken funds?

- A. The attorney who took the funds**
- B. The estate of the deceased**
- C. The bank is protected if they did not receive notice of revocation**
- D. The beneficiaries of the estate**

When a bank relies on a power of attorney that has been revoked, the key legal principle is whether the bank received notice of the revocation. If the bank had no knowledge of the revocation when the funds were withdrawn, it can be considered to have acted in good faith based on the authority granted by the power of attorney. In such cases, the bank is typically protected from liability for the transactions conducted before it was informed of the revocation. This aligns with the expectation that third parties, like banks, can rely on the validity of documents presented to them unless they have been duly informed of any changes, such as revocation. Consequently, as long as the bank acted without notice of the change, it is shielded from claims related to the unauthorized transactions resulting from the revoked power of attorney. The other options suggest liability on individuals or entities that may not necessarily be held accountable in this situation. The attorney who took the funds might be liable, but this does not negate the bank's protection under the circumstances described. The estate of the deceased would typically not be liable for unauthorized actions taken after the power of attorney was revoked, as the actions were not sanctioned by the proper authority. Lastly, the beneficiaries of the estate would not have liability for

7. Which document typically contains covenants that must be followed by creditors?

- A. Shareholder agreement**
- B. General Security Agreement (GSA)**
- C. Bylaws**
- D. Financial audits**

The General Security Agreement (GSA) is the document that typically contains covenants that must be followed by creditors. A GSA is a legal contract between a borrower and a lender that provides the lender with a security interest in the borrower's assets. This allows creditors to have certain rights and protections regarding the borrower's property should the borrower default on their loans. Covenants in a GSA can include various requirements that the borrower must adhere to, such as maintaining insurance on the secured assets, providing regular financial statements, and restrictions on further borrowing or selling significant assets without the creditor's consent. These covenants are crucial for creditors as they help to manage the risk associated with lending and protect their investment. In contrast, other documents mentioned, such as a shareholder agreement, primarily govern the relationships among shareholders and company management rather than creditor obligations. Bylaws are internal rules governing the operation of a corporation, and financial audits are assessments of a company's financial reporting but do not include covenants specific to creditor agreements. Thus, the GSA stands out as the appropriate document containing covenants for creditors.

8. If a client in a joint retainer requests a change to the legal use of a purchased property, what must happen?

- A. A new retainer must be signed if the subject matter changes.**
- B. The lawyer can proceed without additional paperwork.**
- C. The change can be made verbally.**
- D. The client should be told to reconsider their change.**

When a client in a joint retainer requests a change regarding the legal use of a purchased property, the requirement for a new retainer to be signed stems from the necessity to ensure clarity and agreement among all parties involved. In a joint retainer, the interests of multiple clients are represented, which means any significant change in the legal matters being addressed could affect the obligations and rights of each client. Signing a new retainer solidifies the adjusted legal agreement, ensuring that all parties are clear on their roles, responsibilities, and understanding of the updated instructions. It protects the lawyer from potential conflicts of interest that may arise due to differing interests among joint clients. Moreover, clearly documenting the amended agreement helps prevent misunderstandings or disputes in the future regarding the legal representation. The other potential responses do not adequately address the need for formalizing changes in an agreement involving joint clients or lack the required procedural safeguards. Hence, the requirement for a new retainer is critical in maintaining professional standards and protecting both the lawyer and the clients.

9. What happens during the amalgamation of two companies?

- A. Both companies operate independently after the amalgamation
- B. One company absorbs the assets, rights, and liabilities of the other**
- C. All assets are liquidated for cash value
- D. Neither company can continue operations

During the amalgamation of two companies, one company absorbs the assets, rights, and liabilities of the other. This process typically involves combining the two entities to create a new legal entity that inherits the operational capacity and obligations of both firms. In an amalgamation, the resulting entity takes over the assets and liabilities of both companies involved, which means that it can leverage the strengths of both entities, such as their resources, workforce, and market position. This aspect is crucial because it allows the combined entity to streamline operations, eliminate redundancies, and potentially achieve greater efficiencies. This particular scenario is foundational in corporate law and serves as a mechanism for businesses looking to merge their resources for strategic advantages, growth, or to compete more effectively in the marketplace. The outcome is that the new or continuing entity emerges with a comprehensive portfolio of strengths and risks inherited from the amalgamating companies.

10. If a shareholder wants to propose a name change for the corporation, what proportion of shareholders must approve the proposal?

- A. Majority (more than 50%)
- B. 2/3 of the shareholders**
- C. All shareholders
- D. 3/4 of the shareholders

In Ontario, a proposal to change the name of a corporation typically requires the approval of two-thirds of the votes cast by shareholders at a meeting or by proxy. This is established under the Business Corporations Act, which dictates that certain significant changes—like a name change—need a higher threshold of consensus to ensure that a substantial majority of shareholders support the decision. The requirement for a two-thirds majority reflects the importance of the proposed change in the context of corporate governance. It ensures that a substantial proportion of shareholders agree to the new identity of the corporation, implying that the decision is not made lightly and takes into account the interests of a significant faction within the shareholder community. Options that suggest a simple majority, such as more than 50%, do not meet the statutory requirement for changes that affect the fundamental aspects of the corporation's identity. Similarly, needing approval from all shareholders or a supermajority of three-quarters is not necessary for a name change under the prevailing legislation, making those choices inapplicable. Thus, the answer indicating that two-thirds of the shareholders must approve the name change aligns with the governing legal framework.

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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