

# Partnership Law 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. Which of the following defines the involvement of industrial partners in losses?**
  - A. They share in the losses equally with capitalists.**
  - B. They are exempt from losses based on partnership agreements.**
  - C. They do not share losses if there is no profit-sharing agreement.**
  - D. They are liable only when the business is profitable.**
- 2. What is Tadena's status regarding PARAGON during the payment of the machine?**
  - A. Tadena is an actual partner of Pacis, Ramas, and Gonzales while receiving profits.**
  - B. Tadena is only a partner by estoppel while receiving profits.**
  - C. Tadena is not a partner of Pacis, Ramas, and Gonzales at any point.**
  - D. Tadena becomes a partner after receiving full payment for the machine.**
- 3. How does a partner's interest in a partnership differ from their right to specific partnership property?**
  - A. A partner's interest cannot be assigned to third parties.**
  - B. A partner's interest includes rights to specific partnership property.**
  - C. A partner's interest in the partnership can be conveyed to third parties.**
  - D. A partner's interest is free from legal execution claims.**
- 4. What happens when a partner acts outside the scope of their authority?**
  - A. The act binds the partnership**
  - B. The act binds the partner only**
  - C. The act may be ratified by other partners**
  - D. The partnership is liable if a third party is unaware**

**5. What role do partners typically play in the management of a general partnership?**

- A. Only the financially contributing partners manage**
- B. Only partners with limited roles manage**
- C. All partners equally share management responsibilities**
- D. The managing partner decides all actions**

**6. Who is liable for damages caused by Larredo while driving the firm's delivery truck?**

- A. Only Larredo can be held liable for damages.**
- B. LIFE Company and Larredo are solidarily liable for damages.**
- C. LIFE Company and the four partners are solidarily liable for damages.**
- D. LIFE Company and the four partners are jointly liable for damages.**

**7. Which obligation does a limited partner have toward the partnership?**

- A. To actively manage the day-to-day operations of the partnership.**
- B. To provide capital investment as agreed.**
- C. To guarantee all business debts personally.**
- D. To represent the partnership in all contractual agreements.**

**8. In the event of a debt of TOPS Company Limited, who may Moret Sales Co. collect from?**

- A. From the partnership for its assets of P150,000.00; thereafter from Teresa and Olga at P15,000.00 each.**
- B. From Teresa and Olga only at P90,000.00 each from their separate assets.**
- C. From the partnership for its assets of P150,000.00; thereafter from Teresa, Olga, and Sonia at P10,000.00 each from their separate property.**
- D. From Sonia only as she is a limited partner.**

**9. What is the outcome for personal creditors after the dissolution of the partnership involving partners A, B, and C?**

- A. They can only seek payment from partnership assets.**
- B. They may pursue individual partners' shares in the partnership.**
- C. All partners are exempt from personal claims.**
- D. Creditors have no recourse after partnership dissolution.**

**10. What defines the tenancy in partnership?**

- A. Each partner is the sole owner of their share.**
- B. Partners have specific ownership rights over all property.**
- C. Each partner owns a percentage of partnership property individually.**
- D. Partners cannot use property for personal use.**

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## **Answers**

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

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## **Explanations**

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**1. Which of the following defines the involvement of industrial partners in losses?**

- A. They share in the losses equally with capitalists.**
- B. They are exempt from losses based on partnership agreements.**
- C. They do not share losses if there is no profit-sharing agreement.**
- D. They are liable only when the business is profitable.**

The statement that industrial partners do not share losses if there is no profit-sharing agreement is accurate because, in partnership law, the distribution of profits and losses is often closely tied to the terms outlined in the partnership agreement. If there is no provision for sharing profits, it stands to reason that the same logic applies to the sharing of losses. In partnerships, the nature of the contribution by each partner often dictates their rights and obligations. If an industrial partner is engaged primarily for their skill or labor and the partnership agreement doesn't allocate a share of profits, it can be interpreted that they are also not obligated to take on losses. This reflects the principle that without explicit agreement on how profits (or losses) are to be handled, partners are generally not held to a financial liability that they have not agreed to. Thus, option C correctly describes this nuanced situation in partnership law regarding the involvement of industrial partners in losses.

**2. What is Tadena's status regarding PARAGON during the payment of the machine?**

- A. Tadena is an actual partner of Pacis, Ramas, and Gonzales while receiving profits.**
- B. Tadena is only a partner by estoppel while receiving profits.**
- C. Tadena is not a partner of Pacis, Ramas, and Gonzales at any point.**
- D. Tadena becomes a partner after receiving full payment for the machine.**

To understand Tadena's status regarding PARAGON during the payment for the machine, it's essential to consider the concepts of partnership law. Partnerships are formed based on the mutual agreement of the parties involved, which includes sharing profits, managing the business, and having a voice in decision-making. In this scenario, if Tadena is not identified as a partner within the partnership agreement of Pacis, Ramas, and Gonzales, then he does not have any legal standing as a partner. The mere act of receiving profits does not automatically confer partnership status unless the requisite partnership elements are met. Therefore, if Tadena has not been added as a partner within the formal structure of PARAGON, he would not be viewed as a partner at any point in time. The implications of the other options also reinforce this understanding. For instance, being a partner by estoppel would typically require that Tadena had led others to believe he was a partner, which is not suggested here. Moreover, partnership status usually cannot be retroactive upon receiving payment for a business transaction. Thus, since Tadena does not hold an actual or implied title as a partner at any time, the assertion that he is not a partner at all accurately captures his status.

### 3. How does a partner's interest in a partnership differ from their right to specific partnership property?

- A. A partner's interest cannot be assigned to third parties.
- B. A partner's interest includes rights to specific partnership property.
- C. A partner's interest in the partnership can be conveyed to third parties.**
- D. A partner's interest is free from legal execution claims.

A partner's interest in a partnership primarily refers to their financial stake and share of the profits and losses of the partnership. This interest is essentially a personal property right that can indeed be conveyed or assigned to third parties, which means that a partner can sell or transfer their interest in the partnership. In contrast, the right to specific partnership property relates to the tangible or intangible assets owned by the partnership itself. This right is typically reserved for the partners collectively according to the partnership agreement. Individual partners do not have the authority to assign or transfer the right to specific partnership property independently of the partnership agreement. The ability to convey a partner's interest to third parties means that the new party may step into the shoes of the partner concerning the financial aspects of the partnership. However, the new party does not gain any rights regarding the partnership's specific assets unless there is an agreement among the partners to that effect. This distinction is crucial as it highlights that while a partner's financial interest can transfer, their rights regarding specific property are tied to their role and relationship within the partnership structure.

### 4. What happens when a partner acts outside the scope of their authority?

- A. The act binds the partnership
- B. The act binds the partner only
- C. The act may be ratified by other partners
- D. The partnership is liable if a third party is unaware**

When a partner acts outside the scope of their authority, it is essential to understand the implications for both the partnership and the individual partner. The correct answer highlights that if a third party is unaware of the partner's limits of authority, the partnership may still be held liable for the actions of that partner. This rule is based on the principle of apparent authority, where the actions of a partner can create an impression to a third party that they have the authority to act, even if they do not. This creates a layer of protection and reliance for third parties who engage in business transactions with the partnership. If a third party believes, in good faith, that the partner had the authority to act, the partnership may still be obligated to fulfill any commitments made by that partner. This principle aims to promote fairness and reliability in business dealings, ensuring that innocent third parties are not harmed by the internal dynamics of a partnership. Understanding this aspect is crucial as it emphasizes the importance of how partnerships communicate internal authority limits both to their partners and to the outside world. While the partnership may have recourse against the partner who acted outside their authority, the liability to the third party remains intact unless the third party had knowledge of the partner's lack of authority.

## 5. What role do partners typically play in the management of a general partnership?

- A. Only the financially contributing partners manage
- B. Only partners with limited roles manage
- C. All partners equally share management responsibilities**
- D. The managing partner decides all actions

In a general partnership, all partners typically have equal rights to participate in the management of the business unless the partnership agreement specifies otherwise. This means that each partner can take part in making decisions regarding day-to-day operations, financial matters, and strategic planning. This model fosters collaboration and shared responsibility, which is a fundamental principle of partnerships. When all partners share management responsibilities equally, it encourages a democratic approach to decision-making, where each partner's insight and contributions can influence the direction of the partnership. This collaborative management structure is designed to enhance the partnership's functioning and allows for a diverse range of ideas and strategies to emerge. In contrast, the other options suggest limitations on management roles—either by restricting it to financially contributing partners, limiting management to specific partners with designated roles, or allowing a single managing partner to make all decisions. However, such arrangements would not reflect the general rules governing partnerships unless expressly defined in a partnership agreement. Therefore, the notion that all partners equally share management responsibilities accurately captures the default nature of management within a general partnership.

## 6. Who is liable for damages caused by Larredo while driving the firm's delivery truck?

- A. Only Larredo can be held liable for damages.
- B. LIFE Company and Larredo are solidarily liable for damages.
- C. LIFE Company and the four partners are solidarily liable for damages.**
- D. LIFE Company and the four partners are jointly liable for damages.

The liability for damages caused by Larredo while driving the firm's delivery truck typically involves understanding the principles of agency and partnership law. In a general partnership, the partners can be held liable for the acts of one partner if the act is performed within the scope of the partnership's business. In this scenario, since Larredo was driving the delivery truck — an asset presumably owned or used by the partnership (LIFE Company) in carrying out its business activities — both the partnership and Larredo can be found liable for any damages incurred during this activity. The concept of "solidary liability" refers to the legal principle that allows the injured party to pursue any one of the liable parties, or all together, for the full amount of damages without having to apportion the liability among them at the outset. Since both Larredo (as the individual directly responsible for the damage) and the firm (as the entity that benefits from Larredo's actions within the scope of employment) are considered responsible under the law, it follows that they share this solidary liability. Therefore, the best answer reflects the nature of partnership liability concerning the actions of a partner conducted in the course of the partnership's business, making the partnership and the individual partner (Larredo) jointly

## 7. Which obligation does a limited partner have toward the partnership?

- A. To actively manage the day-to-day operations of the partnership.**
- B. To provide capital investment as agreed.**
- C. To guarantee all business debts personally.**
- D. To represent the partnership in all contractual agreements.**

A limited partner's primary obligation in a limited partnership is to provide capital investment as agreed upon in the partnership agreement. This means that the limited partner contributes funds or assets to the partnership, which is essential for the partnership's operations and growth. In return for their investment, limited partners typically enjoy limited liability, meaning they are not personally responsible for the debts and obligations of the partnership beyond their capital contribution. The other options represent duties or responsibilities that are not typically assigned to limited partners. Active management of the partnership and representation in contractual agreements is generally the role of general partners, who undertake the operational tasks and represent the entity in legal matters. Limited partners typically do not engage in the day-to-day management to maintain their limited liability status. Additionally, limited partners do not guarantee the business's debts personally, further emphasizing the distinction between their role and that of general partners. Thus, the obligation to provide capital investment is correctly identified as the fundamental duty of a limited partner.

## 8. In the event of a debt of TOPS Company Limited, who may Moret Sales Co. collect from?

- A. From the partnership for its assets of P150,000.00; thereafter from Teresa and Olga at P15,000.00 each.**
- B. From Teresa and Olga only at P90,000.00 each from their separate assets.**
- C. From the partnership for its assets of P150,000.00; thereafter from Teresa, Olga, and Sonia at P10,000.00 each from their separate property.**
- D. From Sonia only as she is a limited partner.**

In partnership law, the general principle is that all partners are jointly and severally liable for the debts of the partnership. This means that a creditor can pursue any partner for the full amount of the debt. In this scenario, Moret Sales Co. can first collect from the partnership itself for its assets totaling P150,000.00. If the partnership's assets are insufficient to cover the debt, the creditor can then pursue the individual partners, which in this case include Teresa, Olga, and Sonia. The reason that C is the correct answer lies in the fact that after collecting the partnership assets, the creditor can pursue Teresa and Olga (as general partners) in addition to Sonia, even if she is a limited partner, to cover any remaining debt. Limited partners have limited liability, but they may still be pursued for debts to the extent of any personal investments or guarantees they may have made, depending on the structure of the partnership and the obligations each partner undertook. This option appropriately reflects the legal framework of partnership debts, illustrating the order of collection and the potential liability of each partner according to their status within the partnership. Other options do not correctly represent the partnership's obligations or the respective liabilities of the partners. For instance, some options

## 9. What is the outcome for personal creditors after the dissolution of the partnership involving partners A, B, and C?

- A. They can only seek payment from partnership assets.
- B. They may pursue individual partners' shares in the partnership.**
- C. All partners are exempt from personal claims.
- D. Creditors have no recourse after partnership dissolution.

Personal creditors of partners A, B, and C have the option to pursue individual partners' shares in the partnership following its dissolution. This right arises from the general principle in partnership law that each partner is personally liable for the debts and obligations of the partnership. Even after dissolution, the partnership's debts remain binding, and creditors can pursue the individual partners for the debts owed, particularly if the partnership assets are insufficient to satisfy all claims. When a partnership dissolves, it typically means the business operations cease, but the partners remain responsible for the partnership's liabilities. If the partnership has debts, personal creditors can pursue the individual partners for their respective shares in the partnership, which may include their partnership interest or any personal assets they have. This principle is essential to maintaining fairness for those to whom the partnership owes money. In contrast, personal creditors cannot solely rely on the partnership's assets if they wish to recover debts owed, and they do have recourse through the individual partners because those partners retain personal liability. Thus, understanding that individual partners can be targeted by personal creditors reinforces the interconnectedness of partnership obligations and personal liabilities.

## 10. What defines the tenancy in partnership?

- A. Each partner is the sole owner of their share.**
- B. Partners have specific ownership rights over all property.
- C. Each partner owns a percentage of partnership property individually.
- D. Partners cannot use property for personal use.

Tenancy in partnership refers to the nature of ownership and rights that partners have regarding partnership property. The concept primarily highlights that all partners collectively own the partnership's assets rather than individually owning specific shares. The first option states that each partner is the sole owner of their share. In a partnership, assets are owned collectively by all partners, and partners have an equal right to use partnership property for partnership purposes, not individually. However, this choice aligns closely with the notion that while partners collectively own the property, each has an interest that can be viewed as a personal ownership of their share of the business's total interests. The other options diverge from this core idea. Specifically, the second option suggests that partners have specific ownership rights over all property, which implies a level of individual ownership that does not fully capture the essence of tenancy in partnership. The third option indicates that each partner owns a percentage of the partnership property individually, which misinterprets the collective ownership framework of materials in a partnership. Lastly, the fourth option regarding partners not using property for personal use mistakenly implies a restriction that does not inherently reflect the nature of partnership rights in managing partnership property. Thus, the correct answer encapsulates the principle of shared ownership among partners, emphasizing their collective stake in

# 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:**

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

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