

# Themis 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. Which statement best describes the use of extrinsic evidence with partially integrated contracts under the Parol Evidence Rule?**
  - A. Extrinsic Evidence Cannot Be Used to Contradict Terms of a Partially Integrated Contract**
  - B. Extrinsic Evidence to Interpret Ambiguous Terms in a Partially Integrated Contract Is Allowed**
  - C. Extrinsic Evidence Is Never Allowed**
  - D. Extrinsic Evidence To Prove The Contract's Existence Is Allowed Only If The Contract Is In Writing**
  
- 2. What is the term for the rule that prohibits vesting of future interests beyond a life in being plus 21 years?**
  - A. Remainder**
  - B. Rule Against Perpetuities**
  - C. Tenancy for Years**
  - D. Periodic Tenancy**
  
- 3. Which form of concurrent ownership allows each owner to hold an undivided share and lack of right of survivorship?**
  - A. Joint Tenancy**
  - B. Tenancy by Entirety**
  - C. Fee Simple**
  - D. Tenancy in Common**
  
- 4. The Frye test is primarily used to assess which type of evidence?**
  - A. It Applies To Hearsay Statements**
  - B. It Applies To Expert Testimony On Scientific Theory Or Method**
  - C. It Applies To Photographs**
  - D. It Applies To Public Records**
  
- 5. Which ownership form features the right of survivorship and requires unity of time, title, interest, and possession?**
  - A. Tenancy in Common**
  - B. Joint Tenancy**
  - C. Tenancy by Entirety**
  - D. Periodic Tenancy**

- 6. Which remedy concerns reasonable expenses added due to breach?**
- A. INCIDENTAL**
  - B. REDUCTION OF DAMAGES**
  - C. LIQUIDATED**
  - D. LIMITATIONS ON DAMAGES**
- 7. Which property category describes Separate Property?**
- A. Separate Property (CP)**
  - B. Community Property (CP)**
  - C. Quasi-Marital Property (CP)**
  - D. Quasi-Community Property (CP)**
- 8. Which of the following is NOT listed as a remedy for breach of contract?**
- A. Settlor**
  - B. Intent**
  - C. Consideration**
  - D. Assets**
- 9. Which statement correctly describes when a trust termination clause exists?**
- A. Expressly reserves right to terminate; otherwise, consent of beneficiaries and no interference with purpose**
  - B. Automatically terminates at a predetermined date**
  - C. Termination can be initiated by any beneficiary unilaterally**
  - D. The court must always approve termination**
- 10. Under PR, financial assistance to a client must:**
- A. Be fully disclosed in writing, fair and reasonable, with an opportunity to seek independent counsel**
  - B. Be kept confidential as a secret**
  - C. Be illegal in all cases**
  - D. Be provided only after court approval**

## Answers

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

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## **Explanations**

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**1. Which statement best describes the use of extrinsic evidence with partially integrated contracts under the Parol Evidence Rule?**

**A. Extrinsic Evidence Cannot Be Used to Contradict Terms of a Partially Integrated Contract**

**B. Extrinsic Evidence to Interpret Ambiguous Terms in a Partially Integrated Contract Is Allowed**

**C. Extrinsic Evidence Is Never Allowed**

**D. Extrinsic Evidence To Prove The Contract's Existence Is Allowed Only If The Contract Is In Writing**

When a contract is only partially integrated, the writing captures some terms but not all. The Parol Evidence Rule blocks extrinsic evidence from changing or contradicting the terms that are in the writing, but it allows extrinsic evidence to interpret terms that are unclear. If a term is ambiguous, evidence outside the writing—such as prior negotiations, course of dealing, or industry usage—can be used to determine what the parties meant, as long as that evidence doesn't introduce a new term that would alter what the writing already states. This is why interpreting ambiguous terms with extrinsic evidence in a partially integrated contract is permitted and best describes the rule.

**2. What is the term for the rule that prohibits vesting of future interests beyond a life in being plus 21 years?**

**A. Remainder**

**B. Rule Against Perpetuities**

**C. Tenancy for Years**

**D. Periodic Tenancy**

The Rule Against Perpetuities set the time limit for when a future interest can vest. It says no interest can vest later than the end of a life in being at the creation of the interest, plus 21 years. This is why the term described is called the Rule Against Perpetuities. A remainder is a type of future interest that can be governed by this rule, but the rule itself isn't a remainder. The other options describe types of interests or leases rather than the rule about timing of vesting.

**3. Which form of concurrent ownership allows each owner to hold an undivided share and lack of right of survivorship?**

**A. Joint Tenancy**

**B. Tenancy by Entirety**

**C. Fee Simple**

**D. Tenancy in Common**

In concurrent ownership, tenancy in common is the form where each owner holds an undivided interest in the whole property, and there is no right of survivorship. Each co-owner can have an equal or unequal share, and when someone dies, their interest passes to their heirs or beneficiaries, not automatically to the other co-owners. This contrasts with joint tenancy, which includes a right of survivorship, and tenancy by the entirety, which is for married couples and also includes survivorship protections. Fee simple is not a concurrent form at all; it represents sole ownership.

**4. The Frye test is primarily used to assess which type of evidence?**

**A. It Applies To Hearsay Statements**

**B. It Applies To Expert Testimony On Scientific Theory Or Method**

**C. It Applies To Photographs**

**D. It Applies To Public Records**

The main concept is whether a scientific method or theory has gained general acceptance in the relevant scientific community. The Frye test looks to see if the technique or theory underlying an expert's testimony is widely accepted by qualified scientists before it can be admitted in court. This is why the correct choice points to expert testimony on scientific theory or method—the standard is about the reliability of the method itself as recognized by the scientific community, not about how the evidence is gathered or presented in other contexts. Hearsay statements, photographs, and public records are governed by different rules and standards, so they aren't evaluated under the Frye general-acceptance criterion. Hearsay involves rules about admissibility of out-of-court statements, photographs are assessed for relevance and reliability under other evidentiary rules, and public records follow distinct authentication and evidentiary requirements.

**5. Which ownership form features the right of survivorship and requires unity of time, title, interest, and possession?**

**A. Tenancy in Common**

**B. Joint Tenancy**

**C. Tenancy by Entirety**

**D. Periodic Tenancy**

Joint tenancy is the ownership form that features the right of survivorship and requires the four unities: time, title, interest, and possession. All owners acquire their interests at the same time, by the same instrument, with equal shares, and with an equal right to possess the entire property. Because these unities exist, when one owner dies, their share automatically passes to the surviving owners rather than to the deceased's estate. That survivorship principle is what makes joint tenancy distinct from tenancy in common, where there is no automatic transfer on death and shares can be unequal and pass by will. Tenancy by entirety also includes survivorship, but it applies only to married couples and carries additional constraints. The combination of the right of survivorship and the four unities is what identifies this form as the correct choice.

**6. Which remedy concerns reasonable expenses added due to breach?**

- A. INCIDENTAL**
- B. REDUCTION OF DAMAGES**
- C. LIQUIDATED**
- D. LIMITATIONS ON DAMAGES**

Liquidated damages are a contract remedy where the parties pre-agree on a fixed amount to be paid if a breach occurs. This approach recognizes that actual damages and the related reasonable expenses can be hard to prove or foresee, so the fixed sum is meant to cover those foreseeable costs from the breach. The amount must be reasonable in light of the anticipated harm and not function as a penalty. By setting a pre-estimated remedy for the expenses that will arise, liquidated damages directly address those reasonable costs tied to the breach.

**7. Which property category describes Separate Property?**

- A. Separate Property (CP)**
- B. Community Property (CP)**
- C. Quasi-Marital Property (CP)**
- D. Quasi-Community Property (CP)**

Separate Property is the category for assets that belong to one spouse alone in a community property system. It includes property owned before the marriage and property acquired during the marriage by gift, inheritance, or devise. Because it comes from a single owner rather than jointly from the marriage, it remains that spouse's property and isn't automatically divided between spouses on divorce, though how its value or income is treated can vary by jurisdiction and can be affected by commingling or later acquisitions with joint funds. In contrast, property acquired during the marriage with both spouses' contributions typically falls into Community Property and is usually subject to division. Special labels like quasi-marital or quasi-community property exist in some states to handle assets that don't neatly fit the standard categories.

**8. Which of the following is NOT listed as a remedy for breach of contract?**

- A. Settlor**
- B. Intent**
- C. Consideration**
- D. Assets**

Remedies for breach of contract are about what a party can obtain to make up for the failure to perform or to compel performance. Typical remedies include damages to compensate the injured party, specific performance to enforce the contract, and, in some cases, rescission and restitution or injunction. Consideration is not a remedy. It's about the formation of the contract: each party must exchange something of value for the agreement to be enforceable. It's an element used to determine whether a contract exists, not a tool for addressing a breach. So while the other terms touch on formation or other areas (settlor relates to trusts, intent relates to forming contracts, and assets can be involved in satisfaction of judgments), consideration does not function as a remedy.

9. Which statement correctly describes when a trust termination clause exists?

- A. Expressly reserves right to terminate; otherwise, consent of benes and no interference with purpose**
- B. Automatically terminates at a predetermined date**
- C. Termination can be initiated by any beneficiary unilaterally**
- D. The court must always approve termination**

A termination power exists only when the trust instrument expressly reserves the right to terminate. If the instrument explicitly gives that power, termination can proceed under those terms. If there is no express termination provision, termination generally requires the unanimous consent of all beneficiaries and must not defeat the trust's purpose. This protects the settlor's intent and the beneficiaries' interests, preventing a unilateral end to the trust. Automatic termination on a predetermined date isn't assumed in every case; it depends on the instrument, and not all trusts include such a date. Allowing termination by any single beneficiary or mandating court approval in every case also isn't accurate, as those scenarios depend on the exact terms and applicable law.

10. Under PR, financial assistance to a client must:

- A. Be fully disclosed in writing, fair and reasonable, with an opportunity to seek independent counsel**
- B. Be kept confidential as a secret**
- C. Be illegal in all cases**
- D. Be provided only after court approval**

Financial assistance to a client in PR is allowed only in a controlled, transparent way. When a lawyer provides or arranges funding to cover the client's litigation costs, the arrangement must be disclosed in writing, be fair and reasonable, and the client must have the opportunity to seek independent counsel to review and advise about the terms. This protects the client's autonomy and helps prevent any pressure or conflict of interest arising from the lawyer's financial involvement. That is why the best answer states complete disclosure in writing, fairness, and an opportunity to consult independent counsel. The other options miss the essential protections: keeping the arrangement confidential hides potential conflicts; it is not illegal in all cases since some advances are permitted; and it does not require court approval in general.

## 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://themisbar.examzify.com>**

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

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