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38	A	B	C	D	E
39	A	B	C	D	E

PRACTICE QUESTIONS

The State Bar of California (Remote)

FYLSX

First-Year Law Students' Examination

EDITION

Demo

QUESTIONS

9

FORMAT

Limited Edition PDF

Before you begin

What this is

9 practice questions for The State Bar of California (Remote) FYLSX , each with its answer key and an explanation. Answer a question before you read its key — the explanation is worth more once you have committed.

If something looks wrong

Send us three things and we will check it:

- the exam code, FYLSX
- the question number
- the email address on your order

Write to **support@mometrix.net**. We reply within one business day.

QUESTION 1 SINGLE CHOICE

A driver who is exceeding the posted speed limit rear-ends a car that has stopped at a red light. Which element of negligence is most directly established by the driver's conduct?

- ☐ A Duty of care
- ☒ B Breach of duty
- ☐ C Causation
- ☐ D Damages

ANSWER B

WHY The driver's act of speeding is the conduct that breaches the duty of reasonable care owed to other drivers. Duty and damages are also present, but the question asks what the speeding conduct most directly establishes — the breach.

QUESTION 2 SINGLE CHOICE

A retailer advertises a laptop at a stated price in a newspaper ad. Under the generally applied rule, the advertisement is treated as:

- ☐ A An offer that can be accepted by the first customer who tenders payment
- ☐ B An offer that the retailer may revoke at any time before acceptance
- ☒ C An invitation to make an offer, not an offer itself
- ☐ D A unilateral contract that becomes binding upon performance

ANSWER C

WHY Under the traditional contract rule, general price advertisements are generally treated as invitations to negotiate, not as offers. They lack the definite and certain terms required for an offer and indicate the seller is inviting offers from the public.

QUESTION 3

SINGLE CHOICE

Which of the following best distinguishes voluntary manslaughter from murder?

- ☐ A Voluntary manslaughter requires no intent to kill, while murder requires malice aforethought
- ☒ B Voluntary manslaughter involves a killing that would otherwise be murder but is mitigated by adequate provocation
- ☐ C Voluntary manslaughter applies only when the defendant is unaware that the conduct is dangerous
- ☐ D Voluntary manslaughter is a strict liability offense, while murder requires mens rea

ANSWER B

WHY Voluntary manslaughter is an unlawful killing committed with malice aforethought (as in murder) but reduced to manslaughter because the defendant acted in the heat of passion upon sudden and adequate provocation.

QUESTION 4

SINGLE CHOICE

A city ordinance prohibits all leafleting on public sidewalks in the downtown area. Under First Amendment doctrine, this ordinance is most likely:

- ☐ A A valid time, place, and manner restriction because it applies to everyone
- ☐ B Invalid because it is a content-based prior restraint on speech
- ☒ C Invalid because it is an overbroad regulation of speech in a traditional public forum
- ☐ D Valid because the downtown area is not a traditional public forum

ANSWER C

WHY Public sidewalks are traditional public forums. A flat ban on all leafleting is not narrowly tailored to a significant governmental interest and is a classic example of an overbroad restriction on protected speech.

QUESTION 5

SINGLE CHOICE

Two business partners take title to a piece of commercial real property at the same time, with no instrument specifying how their interests are held. In a common-law jurisdiction, their concurrent ownership is most likely:

- ☐ A Joint tenancy
- ☒ B Tenancy in common
- ☐ C Tenancy by the entirety
- ☐ D Community property

ANSWER B

WHY Under the common-law presumption, when two or more parties take title at the same time without language indicating survivorship (such as 'as joint tenants with right of survivorship'), they are presumed to take as tenants in common. Tenancy by the entirety applies only to spouses, and community property is a separate community-property jurisdiction concept.

QUESTION 6

SINGLE CHOICE

A plaintiff sues a defendant for negligence. The defendant believes the complaint fails to state a claim for which relief can be granted, even if all the alleged facts are true. The defendant's proper pretrial motion is:

- ☐ A A motion for summary judgment
- ☒ B A motion to dismiss for failure to state a claim
- ☐ C A motion for judgment as a matter of law
- ☐ D A motion in limine

ANSWER B

WHY A motion to dismiss for failure to state a claim (a '12(b)(6)' motion in federal practice) tests the legal sufficiency of the complaint, accepting the alleged facts as true. Summary judgment and judgment as a matter of law come later in the litigation after discovery, and a motion in limine addresses trial evidence.

QUESTION 7

SINGLE CHOICE

At trial, a witness testifies, 'Maria told me that she saw the defendant run the red light.' This statement is offered to prove that the defendant ran the red light. The statement is:

- ☐ A Not hearsay because Maria is the witness
- ☐ B Not hearsay because it is an admission by a party-opponent
- ☒ C Hearsay, offered for the truth of the matter asserted
- ☐ D Hearsay, but admissible as a present sense impression

ANSWER C

WHY An out-of-court statement offered to prove the truth of what it asserts is the textbook definition of hearsay. None of the hearsay exclusions or exceptions apply on the facts given.

QUESTION 8

SINGLE CHOICE

A buyer and seller sign a written contract for the sale of goods. The buyer fully pays, but the seller delivers non-conforming goods that the buyer rightfully rejects. The buyer's strongest remedy is:

- ☐ A Specific performance, because goods are unique
- ☒ B Rescission and damages measured by the difference between contract price and market price
- ☐ C Specific performance plus liquidated damages
- ☐ D Forfeiture of the buyer's deposit only

ANSWER B

WHY When a buyer rightfully rejects non-conforming goods, the buyer may cancel (rescind) the contract and recover any payments made, plus damages measured as the difference between the contract price and the market price at the time the buyer learned of the breach. Specific performance is reserved for situations where legal damages are inadequate, such as truly unique goods.

QUESTION 9

MULTIPLE CHOICE

A plaintiff sues a manufacturer for injuries caused by a defective power tool that exploded during normal use. Which of the following theories may properly support strict liability in a products-liability action? (Choose two.)

- ☒ **A** Design defect
- ☐ **B** Negligent entrustment
- ☒ **C** Manufacturing defect
- ☐ **D** Failure to warn of a known risk
- ☐ **E** Negligent hiring of employees

ANSWER **A - C**

WHY Strict products liability typically applies where the product is defective in design, defective due to a manufacturing flaw, or defective because of inadequate warnings. Negligent entrustment and negligent hiring are negligence theories, not strict liability.