LW GLO Specimen Exam Answers

| Question | Correct answer | Marks | | |
|----------|---|----------|--|--|
| 1 | The legal reason for deciding the case | | | |
| 2 | Arranging for an export licence if required | 2 | | |
| 3 | Risk passes to the buyer | 2 | | |
| 4 | A private limited company | 1 | | |
| 5 | Within one year of its date of issue | 1 | | |
| 6 | More than 50% of the total voting rights of eligible | 1 | | |
| 7 | members Harmonisation | 1 | | |
| <u> </u> | | <u> </u> | | |
| 8 | A bill of exchange | 2 | | |
| | A letter of credit | | | |
| 9 | Modification | 2 | | |
| 10 | They are paid when profits are available for that purpose | 2 | | |
| 11 | When it reaches the offeror within a reasonable time | 1 | | |
| 12 | Codes | 1 | | |
| 13 | Quran | 2 | | |
| 14 | The arbitration agreement expressly provided that no appeal could be made to a court | 2 | | |
| 15 | Arranging for an import licence if required | 1 | | |
| 16 | Encouraging someone to engage in insider dealing | 2 | | |
| | Passing on inside information | | | |
| 17 | They are responsible for filing the LLP's accounts | 2 | | |
| | They have limited liability | | | |
| 18 | An ordinary resolution with special notice | 2 | | |
| 19 | A quotation of price | 1 | | |
| 20 | They may never be revoked | 2 | | |
| | They may be withdrawn as long as this is done at the same time as the offer reaches the offeree | | | |
| 21 | The shares may not be offered to the public | 1 | | |
| 22 | Layering | 2 | | |
| 00 | Integration | | | |
| 23 | When the goods are transferred to the first carrier | 1 | | |
| 24 | It settles disputes between individuals | 2 | | |
| 25 | They are effective when they reach the offeree | 1 | | |
| 26 | Ordinary shares | 2 | | |
| 27 | Endorsed letter of credit | 2 | | |
| 28 | It may be withdrawn before it reaches the offeree | 2 | | |

| It may be withdrawn at the same time as it | |
|---|---|
| reaches the offeree | |
| 9 The issuing bank represents the seller | 1 |
| 0 The company has altered its primary business | 2 |
| within the first 12 months | |
| 1 Revolving letter of credit | 1 |
| 2 Creativity | 2 |
| 3 Fit for unusual use not known by the seller | 2 |
| 4 The company | 2 |
| 5 The parent company of a company in financial | 1 |
| difficulty | |
| 6 Beyond reasonable doubt | 2 |
| 7 They must have a minimum of two members | 1 |
| 8 Where the agent fails to disclose that they are | 1 |
| acting as such | |
| 9 A special resolution | 1 |
| 0 The agreement is avoidable | 1 |
| 1 Shareholders of the company | 2 |
| 2 The prohibition of charging interest | 1 |
| Raw materials to be used in subsequent | 2 |
| production | |
| 4 İCA | 1 |
| 5 The members of the company | 2 |
| | |

MTQ 46

Task 1 (2 marks)

They compensate the innocent party for any financial loss

They put the parties in the position they would have been in had the contract been performed

Task 2 (2 marks)

It lies with the party who suffers the breach It reduces damages

Task 3 (2 marks)

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MTQ 47

Task 1 (2 marks)

She has full liability for partnership debts

Task 2 (2 marks)

He remains liable to new customers who knew he was a member of the partnership, unless he declared his withdrawal

Task 3 (2 marks)

Eve, Dan and Clare

MTQ 48

Task 1 (2 marks)

Debentures secured by a fixed charge

Task 2 (2 marks)

Preference shares

Task 3 (2 marks)

Ordinary shares

MTQ 49

Task 1 (4 marks)

| Ger | Shadow director |
|-----|-------------------|
| Kim | De facto director |

Task 2 (2 marks)

They owe fiduciary duties to the company

MTQ 50

Task 1 (2 marks)

| Fraudulent trading | Both civil and criminal |
|--------------------|-------------------------|
| Wrongful trading | Civil only |

Task 2 (4 marks)

| Fran | Wrongful trading (s. 214 Insolvency Act 1986) | |
|------|---|--|
| Gram | Fraudulent trading (s. 213 Insolvency Act 1986) | |