Question	Correct Answer	Marks
1	**D** **The employee's annual leave entitlement** Information relating to annual leave is a supplementary term, and not one of the core terms that must be provided to an employee within five days of starting work under the Employment (Miscellaneous Provisions) Act 2018.	2
2	**C** **Shadow director** A shadow director is not formally appointed as a director but is someone in accordance with whose instructions the directors of a company are accustomed to act.	2
3	**C** **The reason for the decision** The *ratio decidendi* refers to the reason for the decision.	2
4	**C** **Implied authority** Implied authority is the authority an agent is assumed to have.	2
5	**B** **A commercial agreement** An intention to create legal relations is presumed in a commercial agreement.	2
6	**B** **Injunction** An injunction is a court order which can be used to order one party to do something or not to do something. It may therefore be used to prevent a breach of contract.	2
7	**B** **Unilateral contract** A contract based on an advertisement offering to pay a reward would constitute a unilateral contract.	2

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8	**D** **Involvement of the employee in litigation against the employer** Involvement in litigation against the employer is not a fair ground for dismissal but a potentially unfair ground for dismissal.	2
9	**C** **Enterprise test** The enterprise test examines whether a worker is in business on their own account.	2
10	**B** **The petition must be presented by the company directors** The petition for examinership may be presented by parties other than the directors such as the company, certain members or creditors.	2
11	**D** **The right to speak on any matter at a general meeting of the company** An auditor has a right to speak only on matters related to the audit at a general meeting, and not to speak on any matter.	2
12	**A** **Company law** Company law is an area of private law not public law.	2
13	**C** **Accessing an information system without lawful authority** If John logs onto his colleague's account and reads private messages without permission, he could be charged with accessing an information system without lawful authority under the Criminal Justice (Offences Relating to Information Systems) Act 2017.	2

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14	**C** **A breach automatically results in the repudiation of the contract** Breach of an express term does not automatically result in the repudiation of the contract.	2
15	**B** **They may be issued at a discount** A company is not permitted to issue shares at a discount under s.71 Companies Act 2014.	2
16	**D** **Request for further information** A request for further information does not terminate an offer.	2
17	**C** **They can be paid without a shareholders' resolution** Dividends must be approved by a shareholders' resolution, and therefore it is not correct that they can be paid without a shareholders' resolution.	2
18	**A** **Condition** Breach of a condition will allow the innocent party to repudiate the contract.	2
19	**B** **A company may be liable for the actions of its officers or employees** A company may be liable for the actions of its officers or employees under the Criminal Justice (Corruption Offences) Act 2018.	2
20	**C** **A declaration of solvency** A declaration of solvency is not required in a creditors' voluntary liquidation.	2

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21	**B** **Designated activity company** A designated activity company may list its debentures but not its shares on the stock market.	2
22	**B** **Neither party is contractually bound** Neither party is bound as there is not an intention to create legal relations. In commercial contracts it is generally assumed that the parties intended to create legal relations, but the presumption can be rebutted where there is clear evidence to the contrary such as the use of words such as 'binding in honour only' as in *Rose and Frank v Crompton* (1923).	2
23	**B** **The objects clause** The objects clause is not required in the constitution of a private company limited by shares.	2
24	**C** **Supreme Court** The Supreme Court considers referrals by the President under Article 26 of the Constitution.	2
25	**A** **High Court** The High Court will hear a 'case stated' application from the District Court.	2
26	**A** **A rights issue gives existing shareholders the option to buy additional shares, while a bonus issue provides shares for free** A rights issue gives existing shareholders the option to buy additional shares, while a bonus issue provides shares for free.	2

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27	**C** **It is used to make a profit** It is not necessary to show that the person engaged in insider dealing made a profit.	2
28	**C** **20 November** The acceptance will take effect when posted on 20 November.	2
29	**B** **Bank** The Companies Registration Office is likely to reject 'bank' as part of the company name.	2
30	**D** **Unissued capital** The shares which have not yet been allotted represent the unissued capital. The €60,000 is regarded as issued capital.	2
31	**A** **If the loan is less than 20% of the net assets of the company** A loan to a director would be permitted if it represents less than 10% of the company's net assets, not less than 20% of the company's net assets.	2
32	**C** **A sole trader has unlimited liability, whereas partners have limited liability** General partners have unlimited liability, not limited liability, and this is the same as sole traders.	2
33	**A** **All resolutions must be notified to the Companies Registration Office** Only special resolutions need to be notified to the Companies Registration Office.	2

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34	**B** **The Revenue Commissioners and An Garda Síochána** Designated persons must report a suspicion of money laundering to the Revenue Commissioners and An Garda Síochána.	2
35	**D** **Establishing whether a customer is a politically exposed person** Establishing whether a customer is a politically exposed person is not a requirement of customer due diligence.	2
36	**B** **Wrongful dismissal** Wrongful dismissal is a dismissal in breach of the terms of the employment contract.	2
37	**C** **Receiving interest** A debenture holder is entitled to payment of interest.	2
38	**B** **An ordinary resolution with 28 days' notice** The removal of a director requires an ordinary resolution with notice of 28 days.	2
39	**D** **Liability requires proof of intention** Liability for fraudulent trading requires proof of intention.	2
40	**C** **Failure to file annual returns** Failure to file annual returns can result in a company being struck off the register under the Companies Act 2014.	2

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41	**B** **Patent** Inventions and industrial processes are protected under the law of patents.	2
42	**C** **Automatic transfer of copyright ownership** Automatic transfer of copyright is not a remedy for copyright infringement. Remedies available include injunctions to stop the infringing activity, damages to compensate for losses and delivery up or destruction of infringing copies.	2
43	**C** **Public limited company** A public limited company is required to have a trading certificate.	2
44	**C** **Anticipatory breach of contract** A declaration by one party that they do not intend to fulfil their contractual obligations would constitute an anticipatory breach of contract.	2
45	**B** **4 weeks** Under the Minimum and Terms of Employment Acts 1973-2005, the minimum period of notice for an employee with 6 years of service is 4 weeks.	2
46	**C** **Directives** Directives must be transposed into national law by member states. Treaties and regulations are directly applicable and require no implementation by the member states.	2

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47	**B** **A promise to pay for services already performed** A promise to pay for services already provided is not valid as it is past consideration.	2
48	**D** **Estoppel** Olivia is listed as the managing director of DEF Ltd on the website, even though she has not been formally appointed as the managing director, and this would create an agency by estoppel if Patrick negotiated with Olivia to supply stock to DEF Ltd relying on the website.	2
49	**B** **Members' dividends which have been declared but not paid** Members' dividends which have been declared but not paid are not a preferential debt.	2
50	**D** **All partners are jointly and severally liable for the debts of the firm** In a partnership, all partners are jointly and severally liable for the debts of the firm.	2

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