



1934

# Commercial Law (Honours): Technical School Examinations 1934

Department of Education: Technical Instruction Branch

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# COURSE IN COMMERCE.

(27)

AN ROINN OIDEACHAIS.  
(Department of Education.)

BRAINSE AN CHEARD-OIDEACHAIS.  
(Technical Instruction Branch.)

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TECHNICAL SCHOOL EXAMINATIONS.  
1934.

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## COMMERCIAL LAW.

HONOURS.

*Friday, May 11th—7 p.m. to 10 p.m.*

*Examiner—JOHN O'CALLAGHAN, ESQ., B.L.*

*Co-Examiner—J. F. BURKE, ESQ., D.Sc.*

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## GENERAL INSTRUCTIONS.

You are carefully to enter on the Answer Book and Envelope supplied your Examination Number and the subject of examination, but you are not to write your name on either. No credit will be given for any Answer Book upon which your name is written, or upon which your Examination Number is not written.

You must not have with you any book, notes, or scribbling-paper.

You are not allowed to write or make any marks upon your paper of questions.

You must not, under any circumstances whatever, speak to or communicate with another candidate; and no explanation of the subject of the examination may be asked for or given.

You must remain seated until your answer-book has been taken up, and then leave the examination-room quietly. You will not be permitted to leave before the expiration of twenty minutes from the beginning of the examination, and will not be re-admitted after having once left the room.

If you break any of these rules, or use any unfair means, you are liable to be dismissed from the examination, and your examination may be cancelled by the Department.

*Three hours are allowed for this paper. Answer-books, unless previously given up, will be collected at 10 p.m.*

## INSTRUCTIONS.

*Read the General Instructions on page 1.*

- (a) Not more than *six* questions may be attempted.
- (b) Write the number of the question before the answer.
- (c) Answers must be written in *ink*.

1. Write full notes on the memorandum of association of a limited company as contrasted with the articles of association.

Can either memorandum or articles be altered, and if so, how?

2. What is the position of a person taking shares in a company when the person is (a) an infant, and (b) a married woman?

What changes have been made by the Control of Manufactures Act, 1932, with regard to the membership of companies?

3. "A" sold his business to a limited company with a share capital (nominal) of £40,000. The seven subscribers to the memorandum of association of the company were "A's" wife, his daughter, and his four sons, who each took one share for £1, and "A" himself, who took 20,000 shares of the same value. The price given to "A" for his business by the company was £30,000, which was paid in 20,000 fully paid £1 shares and £10,000 in debentures.

The company was subsequently wound up when it was found that the assets were only £6,000 whilst £7,000 was owed to unsecured creditors.

Discuss the position of the unsecured creditors in relation to "A." How does "A" stand as a debenture holder?

4 (a) When there is disagreement between partners how is the question at issue to be resolved?

(b) When, if at all, can a majority of the partners in a partnership expel a partner?

5. What are the differences in procedure and effect between proving a will in common form and proving it in solemn form?

Can a grant of probate in solemn form be revoked?

6. What are the powers of a liquidator appointed by the Court? What is the position of the liquidator, if a receiver has already been appointed on behalf of debenture holders?

7. Discuss generally the question of consideration as regards bills of exchange and promissory notes.

8. In what circumstances, if any, is a common carrier justified in refusing to accept goods offered to him for carriage?

If the carrier is not justified in refusing, what remedy, if any, has the person offering the goods?

9. In what ways may an offer lapse before acceptance?

Illustrate the meanings of "communication" as applied to "offer," "acceptance" and "revocation."

10. What is the doctrine of "relation back" as applied to the title of assignees in bankruptcy? What is the effect of the doctrine?

11. What is a workman within the meaning of the Workmen's Compensation Acts? In what circumstances does serious and wilful misconduct on the part of a workman deprive him of the right to compensation under the Acts?