



17491

**BRAINWARE UNIVERSITY****Term End Examination 2024-2025****Programme – LL.B.-2024****Course Name – Law of Contract II****Course Code - LLB205****(Semester II)**

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SCHOOL OF LAW
Barasat, Kolkata- 700125

Full Marks : 60**Time : 2:30 Hours**

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A**(Multiple Choice Type Question)****1 x 15=15**

1. Choose the correct alternative from the following :

- (i) Identify a guarantee which extends to a series of transactions.
 - a) Special guarantee
 - b) Continuing guarantee
 - c) Specific guarantee
 - d) None of these
- (ii) Choose the correct definition of business under section 2(b) of the Indian Partnership Act, 1932.
 - a) every trade and occupation.
 - b) every occupation and profession.
 - c) every trade, occupation and profession.
 - d) every trade and profession.
- (iii) Choose that under Section 8 of the Indian Partnership Act, 1932 provides for-
 - a) a particular partnership.
 - b) a general partnership.
 - c) a partnership at will.
 - d) all of these.
- (iv) Choose that the rule in Latin maxim nemo dat quod non habet under the Sale of Goods Act, 1930 is contained in-
 - a) Section 27
 - b) Section 29
 - c) Section 26
 - d) Section 28
- (v) Choose which of the following documents is a document of title to goods.
 - a) bill of exchange
 - b) promissory note
 - c) dock warrant
 - d) all of these
- (vi) Choose which section of Sale of Goods Act, 1930 defines goods.
 - a) Section 2(5) of Sale of Goods Act, 1930
 - b) Section 2(6) of Sale of Goods Act, 1930
 - c) Section 2(7) of Sale of Goods Act, 1930
 - d) None of these
- (vii) Choose the document of title to goods.

- a) bill of exchange
c) dock warrant
(viii) Choose the subject matter of The Sale of Goods Act, 1930.
a) the sale of goods
c) partnership
(ix) Choose the subject matter of Section 2(6) of Sale of Goods Act, 1930.
a) goods
c) 1930
(x) Choose the subject matter of section 2 (6) of Sale of Goods Act, 1930.
a) future goods
c) competition
(xi) Choose the subject matter of section 2 (9) of Sale of Goods Act, 1930.
a) void agreement
c) mercantile agent
(xii) Select the subject matter of section 2 (10) of Sale of Goods Act, 1930.
a) price
c) competition
(xiii) Select the subject matter of section 9 of Sale of Goods Act, 1930.
a) Goods perishing before sale but after agreement to sell
c) Agreement to sell at valuation
(xiv) Select the subject matter of section 8 of Sale of Goods Act, 1930.
a) Perishing Goods
c) Specific Goods
(xv) Select the subject matter of section 16 of Sale of Goods Act, 1930.
a) Sale by description
c) Implied conditions as to quality or fitness
- b) promissory note
d) all of these
b) the sale of partnership
d) company
b) future goods
d) seller
b) combination
d) regulation
b) combination
d) regulation
b) mercantile agent
d) property
b) Ascertainment of price
d) regulation
b) Future Goods
d) regulation
b) combination
d) regulation

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Define the express and implied authority of an agent. (3)
3. Define Partnership, Partner, Firm and firm name under the Partnership Act, 1932. (3)
4. Explain Partnership not created by status. (3)
5. Explain the concept of Condition and warranty. (3)
6. Determine when Goods must be ascertained. (3)

OR

Estimate when Specific goods will be in a deliverable state. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Explain the concept of Contract of Indemnity. (5)
8. Explain the essentials of a Contract of Guarantee. (5)
9. Explain the concept of a contract of bailment. (5)
10. Explain the concept of agency under the Indian Contract Act, 1872. (5)
11. Analyze whether a contract of sale can be oral or does it require written documentation. (5)

12. Determine the limitations on the right of the seller to sell the goods under the Sale of Goods Act. (5)

OR

Assess the significance of implied conditions as per the Sale of Goods Act. (5)

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