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## **BRAINWARE UNIVERSITY**

## Term End Examination 2023 Programme – LL.B.-2022 Course Name – LAW OF CONTRACT II Course Code - LLB205 ( Semester II )

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.]

	Grou	p-A	
1.	(Multiple Choice T Choose the correct alternative from the following		
(i)	Identify The term partnership has been defined under		
(ii)	a) Section 3 c) Section 5 Conclude Which of the following is an instance of	b) Section 4 d) Section 6 constructive delivery of goods	
	a) the transfer of bill of lading	<ul> <li>attornment by a person in possession of the goods</li> </ul>	
	<ul> <li>Both the transfer of bill of lading and attornment by a person in possession of the goods</li> </ul>	d) None	
(iii)	Choose which section of Sale of Goods Act, 1930	defines goods	
(iv)	a) Section 2(5) of Sale of Goods Act, 1930 c) Section 2(7) of Sale of Goods Act, 1930 Identify Section 124 of the Indian Contract Act, 18	<ul> <li>b) Section 2(6) of Sale of Goods Act, 1930</li> <li>d) None of these</li> <li>372</li> </ul>	
(v)	<ul><li>a) Contract of minor</li><li>c) Contract of indemnity</li><li>Recognize Section 124 to 147, of the Indian Contr</li></ul>	<ul> <li>b) Contract of conditions</li> <li>d) None of these</li> <li>ract Act, 1872</li> </ul>	
(vi)	<ul><li>a) Contracts of indemnity</li><li>c) Both Contracts of indemnity and Contracts of guarantee</li><li>Idenitfy a guarantee which extends to a series of</li></ul>	b) Contracts of guarantee <sup>d)</sup> None of these transactions	
(••)	<ul><li>a) Special guarantee</li><li>c) Specific guarantee</li></ul>	b) Continuing guarantee d) None of these	

<ul> <li>a) Contract of indemnity</li> <li>b) Contract of guarantee</li> <li>c) Contingent contract</li> <li>d) Quasi contract</li> <li>(viii) Recall Section 128 of Indian Contract Act 1872</li> </ul>				
<ul> <li>a) Liability of surety</li> <li>b) Continuing guarantee</li> <li>c) Revocation of Continuing guarantee</li> <li>d) Consideration for guarantee</li> <li>(ix) Name the person to whom contract of guarantee is given under Indian Contract Act,1872</li> </ul>				
<ul> <li>a) Creditor</li> <li>b) Surety</li> <li>c) Principal debtor</li> <li>d) Debtor</li> <li>(x) Identify the subject matter of section 134 of Indian Contract Act, 1872</li> </ul>				
<ul> <li>a) Discharge of Surety by release or discharge of Principal debtor</li> <li>b) Liability of two persons, primarily liable, not affected by arrangement between them that one shall be Surety on other\'s default</li> </ul>				
c) Continuing guarantee d) Revocation of Continuing guarantee (xi) Choose the subject matter of The Sale of Goods Act, 1930				
<ul> <li>a) the sale of goods</li> <li>b) the sale of partnership</li> <li>c) partnership</li> <li>d) company</li> <li>(xii) Choose the date in which The Sale of Goods Act, 1930 came into force o</li> </ul>				
<ul> <li>a) 1st April, 1930(N) 0(Y) (N). (N)</li> <li>b) 1st July, 1930</li> <li>c) 1st December,1930</li> <li>d) 31st January, 1931</li> <li>(xiii) Determine whether a given contract is on of sale or some other kind of contract, in respect of goods it is a question of</li> </ul>				
<ul> <li>a) Form</li> <li>b) substance</li> <li>c) the right of stoppage in transit</li> <li>d) Both form and substance</li> <li>(xiv) Determination of the distinction between sale and agreements to sell will be made on the basis of</li> </ul>				
a) Rights and liabilities of the parties to b) contract				
c) Nature of property in the contract d) Price of the contract (xv) Determine The important elements of partnership				
a) Businessb) Sharing of profitc) Agreementd) All of these				
Group-B (Short Answer Type Questions) 3 x 5=15				
<ol> <li>Explain Bailor's duty to disclose faults in goods bailed</li> <li>State the concept of Compulsory dissolution</li> <li>Explain Liability of bailee making unauthorized use of goods bailed</li> <li>Explain Discharge of surety by variance in terms of contract</li> <li>Illustrate when agent cannot delegate</li> </ol>				
Illustrate Agent's responsibility for sub-agent appointed without authority (3)				
Group-C (Long Answer Type Questions) 5 x 6=30				

7.	Describe implied authority	(5)
8.	Illustrate the condition and warranty under the Sale of Goods Act, 1930	(5)
9.	Illustrate the status of a mercantile agent	(5)
10. Analyse the definition of unpaid seller.		(5)
11. State the 'nemo dat quod non habet' under the Sale of Goods Act, 1930.		(5)
12. Assess the implied authority of partners under the Indian Partnership Act, 1932		(5)
OR		
Assess- A partner can examine the books etc., of the partnership firm		

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