

LLB  
SECOND SEMESTER  
SPECIAL CONTRACT  
LLB – 202

**SET  
A**

[USE OMR FOR OBJECTIVE PART]

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

Marks: 20

( Objective )

*Choose the correct answer from the following:*

*1×20=20*

1. Indemnifier is a person who promises indemnified to save him from losses caused to him by the conduct of:
  - a. Indemnifier
  - b. third party
  - c. indemnifier or third party
  - d. indemnity holder
2. Seller means a person:
  - a. Who sells or agrees to sell goods
  - b. Who only sell goods
  - c. Who only agrees to sell goods
  - d. None of the above
3. The word "property" in the Sale of Goods Act means:
  - a. subject matter
  - b. ownership
  - c. movable Goods
  - d. immovable goods
4. Which Section of the Indian Contract Act defines Sub- agent?
  - a. Section 191
  - b. Section 194
  - c. Section 200
  - d. Section 184
5. General Lien can be exercised by:
  - a. Banker
  - b. Wharfinger
  - c. Factor
  - d. All of the above
6. A hires a car in Guwahati from B expressly to march to Meghalaya. A rides with due care, but marches to Kashmir instead. The horse accidentally falls and is injured.
  - a. A is not liable
  - b. B will be liable
  - c. A is liable to make compensation to B
  - d. A is liable to make compensation to B as due amount of care is not taken
7. A delivers his mobile phone to B for repairing. Here, B is a:
  - a. Bailor
  - b. Bailee
  - c. Pledgee
  - d. Pawnor
8. If no provision is made in the agreement regarding the duration of partnership, the partnership is called:
  - a. Limited partnership
  - b. Particular Partnership
  - c. Partnership at will
  - d. None of the above

9. Bailment without rewards is called:
  - a. Pledge
  - b. Hire
  - c. Gratuitous Bailment
  - d. All of the above
10. In a partnership firm, the difference of opinion over some 'fundamental matter' can be settled by:
  - a. All the partners
  - b. Majority of partners
  - c. Senior partners
  - d. Managing partner
11. It is duty of every partner to act within the scope of:
  - a. Actual authority
  - b. Implied authority
  - c. Both (a) and (b)
  - d. Only (b)
12. In the death of a partner, public notice of death is not given and the firm continues the business, then for the acts of firm done after his death, the estate of the deceased partner is:
  - a. Liable
  - b. Not liable
  - c. Treated as security
  - d. Proportionately liable.
13. A retiring partners has the right to carry on a business competing with that of the firm, but he cannot
  - a. Use firm's name
  - b. Represent himself to be a partner
  - c. Solicit firm's existing customers
  - d. All of these
14. Prior to the Indian Partnership Act, 1932 which came into force from 1 October, 1932 except section 69 which came into force from 1 October, 1933, the law of partnership was provided in:
  - a. Sale of Goods Act, 1930
  - b. Indian Contract Act, 1872
  - c. Transfer of Property Act, 1908
  - d. English Partnership Act, 1890.
15. What is the minimum partner requirement to start a partnership firm?
  - a. 2
  - b. 4
  - c. 10
  - d. 11
16. Liability of the surety is:
  - a. conditional on default
  - b. can be conditional and can be independent
  - c. independent of default
  - d. either (a) or (b)
17. Which Section of the Sale of Goods Act define 'Mercantile agent'?
  - a. Section 2(9)
  - b. Section 6(11)
  - c. Section 4
  - d. Section 8
18. A person employed to do any act for another or to represent another in dealing with a third person is called:
  - a. Principal
  - b. Agent
  - c. Employer
  - d. None of these



19. Caveat Emptor means:

- a. Let the seller beware
- b. Let the buyer beware
- c. Let the parties beware
- d. Let the owner beware

20. Which of the following statement is incorrect?

- a. A person who receives the profits is always a partner
- b. A person who receives the profits is not necessarily a partner
- c. The true test of partnership is the mutual agency i.e., agency relationship among partners
- d. The partnership comes into existence only by an agreement

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**(Descriptive)**

Time : 2 hrs. 30 min.

Marks : 50

*[ Answer question no.1 & any four (4) from the rest ]*

1. Who is a surety? What are the grounds by which a surety may be discharge from his liability? 3+7=10
2. What do you mean by Contract of Bailment? Explain the duties of Bailee in a contract of bailment with the help of illustrations. 3+7=10
3. Who is an unpaid seller? What are the rights of an unpaid seller recognised under the Sale of Goods Act? 3+7=10
4. Discuss the different laws by which a partner may cease to be a partner. What are the rights of an outgoing partner? 5+5=10
5. Define Partnership. What are the essentials of a Partnership provided under the Indian Partnership Act, 1932? 3+7=10
6. What do you mean by termination of contract of agency? Discuss the various modes of termination of an agency? 2+8=10
7. "Surety's Liability is co-extensive with that of Principal Debtor, unless it is otherwise provided by the contract". Explain? 10
8. Write note on: 5+5=10
  - a. Implied conditions in a contract of sale of goods
  - b. Incoming Partner

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