

Exam	Sem. / Part / Year	Subject	Days & Dates	Time	Code
SECOND LL.B/GEN LL.B. (SEM IV) (THREE YEAR COURSE) AND FOURTH YEAR LL.B (SEM. VIII) (FIVE YEAR COURSE) EXAMINATION, SECOND HALF 2015	SEM IV & SEM. VIII	Contract II.	Price Rs. 20/- Thursday, October 29, 2015	03:00 p.m. to 06:00 p.m.	23 609

- questions are compulsory
(2) Figures of the right indicate marks.
(3) Give reasons/caselaw wherever necessary.

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1. Answer the following in not more than 2 sentences each. 20

- (a) Define a contract of indemnity.
- (b) Who is a principal debtor?
- (c) Distinguish between indemnity and guarantee
- (d) Define the term 'bailment'
- (e) State 2 points of distinction between general lien and particular lien.
- (f) State 2 points of distinction between pledge and lien.
- (g) Define the term 'agent'
- (h) What is meant by 'document of title to goods'?
- (i) What is meant by 'act of a firm'?
- (j) Give two distinguishing points between a 'partnership firm' and a 'Hindu Un-divided family'

2. Write short notes on any 4 : 20

- (a) Relation of partners inter se and with third parties.
- (b) Goods sent on 'approval' or 'sale or return' basis.
- (c) Ascertainment of price
- (d) Expulsion of a partner
- (e) Agency coupled with interest
- (f) Rights of a surety.

3. Solve any 2 of the following, giving reasons : 12

- (a) A partner of a firm, whose business it was to trap wild elephants, hired an elephant trained for trapping wild elephants, for that purpose. One of the terms of said hire-agreement was that the hirer shall have to pay Rs. 5,000/- if the trained elephant died during the period of hire.
 - (1) Are the other partners also bound by this term?
 - (2) Cite the relevant caselaw and briefly discuss it.
- (b) "A" being indebted to "B" gives him a 'power of attorney' to sell a certain plot of land and discharge his debt out of the said money "A" thereafter changes his mind and revokes the said power. "B" however, proceeds with the sale.
 - (1) Can 'B' proceed with the sale?
 - (2) Advise 'A' for remedy.

(c) "A" purchases from a grocer, Danish bacon and a tin of sardines. He eats some of the bacon and his wife some of the sardines. Since the food stuff was defective, both of them suffer from food poisoning and hence are required to spend money for medical treatment.

(1) Does 'A' have any remedy against the grocer?

(2) State the relevant sections and briefly explain the principle involved.

4. Answer the following in detail (any 4)

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(a) Who is a Bailee? What are the responsibilities and liabilities of a Bailee in regard to the goods which have been bailed to him? Does he have any rights?

(b) Discuss - "Liability of a surety is co-extensive with that of the principal debtor, unless it is otherwise provided by the contract"

(c) "Nemo dat quod non habet." Explain this maxim's rule and state its exceptions.

(d) What is meant by delivery of goods? State the various modes of delivery of goods and the rule governing them.

(e) Discuss the various ways in which a partner can leave a partnership firm and his liability after he ceases to be a partner.

(f) Define "Dissolution of a firm" and discuss the different modes of dissolution of a partnership firm.