

GEN. LL.B. THREE YEAR AND FOURTH (SEM. VIII) (COURSE) FROM SECOND	(SEM IV) & (SEM. VIII)	Contract II.	Thursday, November 10, 2016	11:00 a.m. to 02:00 p.m.	304101
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Q.P. Code : 304101

(3 Hours)

[Total Marks : 100

- N.B. :** (1) Attempt all questions.
(2) Figures to the right indicate marks.
(3) Give reasons/case-law wherever necessary.

1. Answer the following questions in not more than two sentences each. 20
 - (a) Who is a 'holding-out' partner?
 - (b) Briefly mention the difference between a sale and an agreement to sell goods.
 - (c) What is the mode of determining existence of a partnership firm?
 - (d) What is the meaning of special Lien?
 - (e) What is the conclusive test of an Agency?
 - (f) What is the meaning of gratuitous Bailment?
 - (g) What are the implied conditions as to the title of goods?
 - (h) What is the meaning of an 'Auction Sale'?
 - (i) Who is a Del Credere Agent?
 - (j) Which are the 3 important reasons why you will advise registration of a partnership firm?

2. Write short notes on any four of the following: 20
 - (a) Rights and duties of outgoing partners of a firm.
 - (b) Rights of an unpaid seller.
 - (c) Minor as a partner in a firm.
 - (d) Pledge and Bailment.
 - (e) Position of 'finder of goods'.
 - (f) Discharge of surety.

3. Solve any two of the following situation based problems, giving reasons and case-law. 12
 - (a) 'A' and 'B' entered into a Partnership. It was interalia agreed between them that 'B' was to get a salary of Rs.5,000/- p.m. in lieu of the profits and that 'B' would not be liable for any loss or other liability of the firm.
 - (i) Can 'B' a salaried person be legally called as partner? Give reasons.

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- (ii) What is the statutory provision of the partnership Act, which helps to ascertain whether the relationship between partnership is that of a partnership or otherwise.
- (b) 'A' orders from 'B' specified articles of China. 'B' sends these articles to 'Z', though not ordered, along with other articles that 'Z' had ordered, in the hamper sent to 'Z'.
 - (i) Can 'Z' refuse to accept these goods? If yes, on What grounds?
 - (ii) Can 'B' Compell 'Z' to accept these goods? How?
- (c) In a contract to supply fruits in a particular decided quantity, the supplier sent less in number, although he had received full payment.
 - (i) narrate any two rights of the buyers.
 - (ii) Which remedies will you suggest to buyer in such a situation?

4. Answer the following in detail (any four):

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- (a) What are the rules of 'transfer' of the 'property' in the goods from seller to the buyer? Explain the legal position of a sale done by a person who is not the owner, or is a joint owner or in case of sale of goods under a voidable contract?
- (b) Write an essay on indemnity and guarantee.
- (c) What is meant by delivery of goods? Explain various modes and rules governing delivery of goods.
- (d) Explain the provisions regarding admission of new partner and expulsion of a partner. Also briefly narrate the liability of an outgoing partner towards other partners, the firm and third persons, after ceasing to be a partner of that firm.
- (e) Explain in brief the element of 'agency' in partnership firm. What are the various types of partners and what is implied authority available to each of them?
- (f) What is the legal and moral duty and responsibility of a surety? Narrate the various circumstances under which a surety is discharged from his liability.

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