

NOTE- All questions are compulsory and carry equal marks

Q1A) Fill in the Blanks with Correct Alternatives (Any 8) (8 Mks)

- 1) An agreement enforceable at law is _____
a) contract b) offer
- 2) Warranty is a stipulation that is _____
a) Primary b) Secondary c) Incidental d) Irrelevant
- 3) Maturity of an Instrument is _____
a) Date on which Instrument is created b) Date on which Instrument is Payable c) Date on which Instrument is signed d) None of the above.
- 4) Agent is a link between _____ and _____
a) Bailor & Bailee b) Principal & 3rd Party c) Debtor & Creditor d) Sub Agent & Co-Agent
- 5) Which is not Goods _____
a) Dog b) Shares c) Valid Indian Currency d) Ship
- 6) There are _____ Parties in Contract of Guarantee
a) 4 b) 3 c) 2 d) 1
- 7) Risk prima facie passes with property means _____
a) Risk is with the seller b) risk is with the buyer c) Ownership & risk generally go together
- 8) In case of bills in sets _____
a) Only one copy need to be signed and Stamped b) All Copies need to be signed & Stamped c) No Copy need to be signed and Stamped d) Only one copy requires Stamp or Signature.
- 9) In an agreement to sell, in the event of destruction of goods losses borne by _____
a) seller b) buyer c) By both the parties equally
- 10) Nothing is to be done by _____
a) Parties themselves b) Notary public c) District judge

Q1B) State True or False (any seven) (7 mks)

- 1) A contract once entered needs to be performed under all circumstances.
- 2) He who acts thru an agent is himself acting.
- 3) A Minor can rectify the agreement entered by him when he becomes major.
- 4) Consideration is necessary in case of a Contract of an Agency
- 5) Auction is not Sale but an Invitation to an offer.
- 6) A Negotiable Instrument may be Oral.
- 7) A bill of exchange is an unconditional order.
- 8) All agreements are contracts but all contracts are not agreements.
- 9) Gratuitous Bailment is always for the mutual benefit of the Bailor and Bailee
- 10) When the unpaid seller has parted with the possession of goods, sellers right of lien is lost.

Q2A) Define contract explain the essentials of a contract. (8mks)

Q2B) What are the different kinds of contracts. (7mks)

OR

Q2C) Explain the effects of Minor's agreement (8mks)

Q2D) Define consent? When is the consent said to be free? (7mks)

Q3A) Distinguish between a contract of indemnity and contract of guarantee. (8mks)

Q3B) Define Bailment. What are its essentials? (7mks)

OR

Q3C) Explain the various ways by which an agency may arise (8mks)

Q3D) What are the different modes of termination of Agency (7mks)

Q4A) Briefly explain the implied conditions in a contract of sale. (8mks)

Q4B) What are the rights of unpaid seller? (7mks)

OR

Q4C) What are the essential requirements of a promissory note? (8mks)

Q4D) Define Cheques. Explain what do you understand by crossing of cheques. (7mks)

Q5) Write Short Notes (Any3) (15mks)

- 1) Bills of Exchange
- 2) Noting and Protest
- 3) Rules of evidence in case of negotiable instrument
- 4) Risk prima facie passes with the property
- 5) Contract of Sale