

- (f) Write kinds of bailec.
- (g) Define minor as a contract.
- (h) Define contract of sale.

#### SECTION-B

2. Attempt any two parts of the following :  $6 \times 2 = 12$
- (a) X empowered his agent Y to borrow a loan from a bank, Y forged the signature of X to obtain the loan from a bank to meet business exigencies. When bankers brought this to notice of X, X ratified the act of forgery of his agent Y. Decide the validity of Satification with case laws.
  - (b) What conditions and warranties are implied in contract of sale of goods? Under what circumstances breach of condition is treated as a breach of warranty?
  - (c) Define pledge and explain its main characters. How does it differs from bailment, lien and mortgages?

- (d) "Partnership is the result of contract and not by status". In the light of given statement, discuss the nature and kinds of partnership.

#### SECTION-C

Note :- Attempt all questions.  $10 \times 4 = 40$

3. Attempt any two parts of the following.
- (a) Discuss liabilities and rights of a surety in contract of guarantee. Would the liability be differ if there are more than one sureties?
  - (b) Discuss the essentials of a sale. Distinguish between sale of description and sale by sample.
  - (c) Discuss the various ways by which a partner may leave a partnership firm and liability after ceasing to be a partner.
4. Attempt any two part from this question.
- (a) Discuss the principle of 'Caveat Emptor'. State exception to this rule.
  - (b) Explain bailment and also write rights and liabilities of bailor.

*[ P. T. O. ]*

(c) Explain the rights and duties of a partner after dissolution of a partnership.

5. Attempt any two part from this question.

(a) Discuss the rights of an unpaid seller against the buyer and his goods.

(b) Explain the rule of 'Nemo dat quod non habet' under the Sales of Goods Act, 1930.

(c) Explain the meaning of the term 'Implied authority'. State the matters for which a partner does not have implied authority.

6. Attempt any two part from this question.

(a) Explain the nature and extent of surety's liability.

(b) Elucidate the essentials of contract of indemnity and contract of guarantee.

(c) "Delegates non protest delegare". In the reference of given statement, explain contract of agency with decided case law.

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No. of Printed Pages : 4

Following Paper ID and Roll No. to be filled in your Answer Book.

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Int. LL.B Examination 2017-2018

(Second Semester)

(Special Carry Over Paper)

LAW OF CONTRACT II

Time : 3 Hours]

[Maximum Marks : 60

Note :- Attempt all questions.

**SECTION-A**

1. Attempt all parts of the following : 8×1=8

(a) Define contract of indemnity.

(b) Define sub-agent.

(c) Define partnership.

(d) Write meaning property of partnership.

(e) Define irrevocable agency.