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2 SEM LLB SC 3 (N)

2015

(June)

New Course

SPECIFIC CONTRACT

Paper : 2.3

Full Marks : 80

Pass Marks : 32

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. State whether the following statements are true **or** false— 10×1=10

(a) The definition of contract of indemnity as stated in section 124 of the Indian Contract Act, 1872 includes implied promises to indemnify.

- (b) For the benefit of the principal debtor, there may be sufficient consideration to the surety for giving the guarantee.
- (c) A gratuitous bailment is terminated by the death of either bailor or bailee.
- (d) A person having a limited interest in goods is not entitled to pledge them to the extent of that interest.
- (e) Del Credere agent gets only an ordinary commission.
- (f) An agent can lawfully employ another person to perform acts which he has undertaken to perform personally.
- (g) If a minor partner on attaining majority fails to give a public notice, he is deemed to have ceased to be a partner in the firm.

- (h) Mutual agency is one of the basic ingredients of Limited Liability Partnership.
- (i) In a contract of sale, there is no implied conditions as to quality or fitness of the goods for a particular purpose.
- (j) The risk of deterioration of goods in the course of transit is upon the seller of goods who agrees to deliver them at his own risk at a distant place.

2. Comment on the following within 4/5 lines each : 5×2=10

- (a) A contract of indemnity is a contingent contract
- (b) The liabilities of hotel keeper as to their customer's goods are as bailees.
- (c) The wife is the agent of her husband.

- (d) Goodwill is a part of the property of a partnership firm.
- (e) A condition is a stipulation essential to the main purpose of the contract.
3. Discuss the essential requisites of a valid contract of guarantee. How can a continuing guarantee be revoked ? 8+4=12

Or

- (a) 'The liability of surety is co-extensive with that of the principal debtor'— Explain. 8
- (b) What are the rights of a surety against the principal debtor ? 4
4. (a) What is the standard of care a bailee has to take in respect of goods bailed to him ? 6
- (b) Discuss the law relating to the liability of a bailee making unauthorised use of the goods bailed to him. 6

Or

(a) Define pledge. What are the essentials of a valid pledge? $2+6=8$

(b) Can a person other than the true owner make a valid pledge of goods? Elaborate. 4

5. (a) Discuss the various modes of determination of an agency 8

(b) What is the effect of termination of an agency where the agent himself has an interest in the subject matter of agency? 4

Or

What are the various rights and duties of an agent towards his principal? Discuss.

$4+8=12$

6. What is the mode of determining the existence of partnership? Discuss with special reference to the ratio laid down in Cox V Hickmon (1860). $8+4=12$

Or

- (a) What is meant by dissolution of a firm? 3
- (b) What are the circumstances in which a firm may be dissolved by the court? 6
- (c) What are the consequences of dissolution of a firm? 3
7. (a) Explain the nature of a contract of sale of goods. 8
- (b) State the implied warranties in a contract of sale of goods. 4

Or

- (a) State the circumstances in which the unpaid seller of goods loses his right of lien. 4

- (b) When does the right of stoppage in transit come to an end? 4
- (c) Distinguish between lien and stoppage in transit. 4

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