

CPT - DEC. 2015

Test Code - C D J 5 1 5 8

(100 Marks)

1.	В	Reasonable price
2.	В	Void
3.	С	Mutual Consent of the Parties
4.	А	Yes
5.	В	Absolute ownership with the goods must be transferred to the buyer
6.	С	Is not applicable
7.	В	Buyer
8.	А	Statutory delivery
9.	С	In case of cash sale, an unpaid seller has no right of lien even if the whole price is no paid.
10.	В	Buyer or his agent takes delivery of the goods
11.	А	Cannot become a partner
12.	В	Rights of a partner to act as an agent and principal of other partners.
13.	A	20
14.	В	Voluntarily legal relationship
15.	C	Particular Partnership
16.	C	Receiving any gifts from his close friends and relatives
17.	A	Any one Partner or his agent
18.	C	Garner vs Murray
19.	D	The valuation of a third party.
20.	A	Description
21.	D	Document of Title to Goods.
22.	C	May be existing or future goods
23.	A	The Indian Contract Act
24.	A	Claim damages
25.	С	Either expressly or by implication
26.	C	Either (a) or (b)
27.	C	Intimates the Seller that he refuses to accept the goods
28.	В	Is deemed to be at an end
29.	D	Punish the buyer
30.	С	A father and son carrying on business and agreeing to share profits
31.	D	None of the above.
32.	C	Either (a) or (b)
33.	В	Unlimited
34.	A	True
35.	А	Equal
36.	D	When the duration of Partnership can be implied from the Partner's conduct.
37.	С	Has been adjudicated insolvent
38.	В	Profits earned by the Firm for the past three financial years
39.	А	The buyer shall pay reasonable price
40.	С	Property in the goods to the buyer.
41.	C	A contract of sale cannot be partly in writing and partly by words of mouth.
42.	C	Both of these.
43.	B	In case of sale under a trade name
44.	B	Return the TV set and claim refund from Arun
45.	B	A Stipulation collateral to the main purpose of the contract
46.	D	Either (a) or (b)

47.	D	All of the above
48.	В	Unascertained
49.	С	Either (a) or (b)
50.	A	True
51.	A	10
52.	A	Firm
53.	В	1 st day of October 1932
54.	D	Both (a) and (b)
55.	A	Mini's estate is not liable for the price in an action for goods sold and delivered, as there was no debt in respect of the goods in Mini's life time
56.	В	Consent of all the partners
57.	Α	Yes
58.	С	An emergency
59.	D	All of the above
60.	D	All the above
61.	D	All of these.
62.	C	Merchantable
63.	A	Knock out agreement
64.	B	When the contract is indivisible and the buyer accepts the goods in full or part
65.	B	Condition
66.	B	Document showing Title to Goods
67.	B	Symbolic delivery
68.	A	Contract – specified time
69.	D	All are correct statements
70.	B	Lien
71.	D	Either 'a' or 'b' or 'c'
72.	C	Buyer's agent to whom the Bill of Lading is endorsed
73.	D	Separate legal entity
74.	A	X agrees with Y a goldsmith, to buy and furnish gold to Y to be worked upon by him and sold, and that they shall share the resulting profit or loss
75.	С	Either (a) or (b)
76.	A	Partner
77.	A	In a dual capacity of principal and agent
78.	Α	Particular Partnership
79.	D	To issue cheques on behalf of the firm
80.	С	Other partners of the firm
81.	В	'A' cannot keep this profit
82.	A	Sale
83.	D	All of theses
84.	D	Buyer reserves the right to examine the goods and check its quality.
85.	D	Both (a) and (b)
86.	В	When seller is ready but not willing for giving the possession of the goods
87.	D	Either 'a' or 'b'
88.	С	False
89.	A	Limited
90.	В	Status or contract
91.	Α	Yes, Non-registration is not relevant here
92.	С	Not affect
93.	A	Existing and identified at the time of making the contract
94.	A	The construction of the contract
95.	Α	May reject them

96.	A	True
97.	В	Agent
98.	С	Indian Contract Act
99.	D	Sub-partnership
100.	В	Dissolution of partnership at will