



Dr.G.R.Damodaran College of Science

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II BCOM[2016-2019]

SEMESTER III

CORE:COMMERCIAL LAW - 302B

Multiple Choice Questions.

1. Goods which are in existence at the time of the Contract of Sale is known as
- present Goods
 - specific Goods
 - existing Goods
 - none of the above

ANSWER: C

2. An auction sale is complete on the
- delivery of goods
 - fall of hammer
 - payment of price
 - none of the above

ANSWER: C

3. A partner can retire on
- Reaching the age of superannuation
 - On the balance in the capital account reaching a certain amount
 - In accordance with the Partnership Deed
 - On the condition of his nominee becoming a partner

ANSWER: C

4. Which of the following is not an exception to the rule no consideration no contract?
- Compensation for voluntary service
 - Love and affection
 - Contract of agency
 - Gift

ANSWER: A

5. A minors liability for necessaries supplied to him
- Arises after he attains majority age
 - Is against only minors property
 - Does not arise at all
 - Arises if minor gives a promise for it

ANSWER: B

6. Generally, which of the following damages are not recoverable?
- Ordinary damages

- B. Special damages
- C. Remote damages
- D. Nominal damages

ANSWER: C

7. A mistake as to a law not in force in india has the same effect as,

- A. Mistake of fact
- B. Mistake of Indian law
- C. Fraud
- D. Misrepresentation

ANSWER: A

8. The term Goods under the sale of goods act, 1930 does not include,

- A. Goodwill
- B. Actionable claim
- C. Stocks and shares
- D. Harvested crops

ANSWER: B

9. Which of the following is not an implied condition in a contract of sale?

- A. Condition as to title
- B. Condition as to description
- C. Condition as to free from encumbrance
- D. Condition as to sample

ANSWER: C

10. Which of the following is not a form of delivery?

- A. Constructive delivery
- B. Structured delivery
- C. Actual delivery
- D. Symbolic delivery.

ANSWER: B

11. Doctrine of caveat emptor

- A. Let the seller beware
- B. Let the buyer beware
- C. Let the creditor beware
- D. None of the above

ANSWER: B

12. In the absence of an agreement to the contrary all partners are,

- A. Not entitled to share profits
- B. Entitled to share in capital ratio
- C. Entitled to share in proportion to their ages.
- D. Entitled to share profits equally

ANSWER: D

13. 20. An agreement which is enforceable by law at the option of one or more of the parties thereon but not at the option of the other is a _____.

- A. Valid contract
- B. Void contract

- C. Voidable contract
- D. Illegal contract

ANSWER: C

14. When the consent of a party is not free, the contract is _____.

- A. Void
- B. Valid
- C. Voidable
- D. Illegal

ANSWER: C

15. Ordinarily a minors agreement is _____.

- A. Void ab initio
- B. Voidable
- C. Valid
- D. Unlawful

ANSWER: A

16. The threat to commit suicide amount to _____.

- A. Coercion
- B. Undue influence
- C. Misrepresentation
- D. Fraud

ANSWER: A

17. An agreement the object or consideration of which is unlawful, is

- A. Void
- B. Valid
- C. Voidable
- D. Illegal

ANSWER: A

18. A contingent contract is _____.

- A. Void
- B. Valid
- C. Voidable
- D. Illegal

ANSWER: B

19. Agreement for the sale of future goods is _____.

- A. Sale
- B. Agreement to sell
- C. Void
- D. Hire purchase contract

ANSWER: B

20. Agreement-the meaning of which is uncertain is _____.

- A. Valid
- B. Void
- C. Voidable
- D. illegal

ANSWER: B

21. Death of partner has the effect of
- A. Dissolving the firm
 - B. Result in continuance of the business of the firm
 - C. His heirs joining the firm
 - D. Computation of profits upto the date of death

ANSWER: A

22. The law of contract in india is contained in
- A. Indian Contract Act, 1862
 - B. (b) Indian Contract Act, 1962
 - C. Indian Contract Act, 1872
 - D. Indian Contract Act, 1972

ANSWER: C

23. A void agreement is one which is:
- A. Valid but not enforceable
 - B. Enforceable at the option of both the parties
 - C. Enforceable at the option of one party
 - D. Not enforceable in a court of law

ANSWER: D

24. A proposal when accepted becomes a
- A. Promise.
 - B. Offer.
 - C. Contract.
 - D. Acceptance.

ANSWER: A

25. The Sale of Goods Act, 1930 deals with
- A. sale
 - B. mortgage.
 - C. pledge.
 - D. all of the above.

ANSWER: A

26. In which form of the contract, the property in the goods passes to the buyer immediately:
- A. agreement to sell.
 - B. hire purchase.
 - C. sale
 - D. instalment to sell.

ANSWER: C

27. Which one of the following is not an implied warranty?
- A. Warranty as to undisturbed possession.
 - B. Warranty as to existence of encumbrance.
 - C. Disclosure of dangerous nature of goods.
 - D. Warranty as to quality or fitness by usage of trade.

ANSWER: B

28. A firm is the name of:

- A. The Partners
- B. The minors in the firm.
- C. The business under which the firm carries on business
- D. The collective name under which it carries on business.

ANSWER: D

29. Which of the following is not disability of an unregistered firm?

- A. (a) It cannot file a suit against third parties
- B. (b) Its partners cannot file a suit against a firm.
- C. (c) It cannot claim a set-off exceeding Rs. 100.
- D. It cannot be sued by a third party.

ANSWER: D

30. In case of illegal agreements, the collateral agreements are.

- A. Valid.
- B. Void.
- C. Voidable.
- D. None of these.

ANSWER: B

31. Moral pressure is involved in the case of

- A. Coercion.
- B. Undue Influence.
- C. Misrepresentation.
- D. Fraud.

ANSWER: B

32. Sometimes, a party is entitled to claim compensation in proportion to the work done by him. It is possible by a suit for

- A. damages
- B. injunction
- C. quantum meruit
- D. none of these.

ANSWER: C

33. A contract dependent on the happening or non-happening of future uncertain event, is a

- A. Uncertain contract.
- B. Contingent contract.
- C. Void contract.
- D. Voidable contract.

ANSWER: B

34. A agrees to pay Rs. one lakh to B if he brings on earth a star from sky. This is a contingent contract and

-
- A. Illegal
 - B. Valid
 - C. Voidable
 - D. Void.

ANSWER: D

35. As a general rule, an agreement made without consideration is

- A. void
- B. voidable
- C. valid
- D. unlawful

ANSWER: A

36. An agreement made with free consent to which the consideration is lawful but inadequate, is

- A. void
- B. valid
- C. (c) voidable
- D. unlawful

ANSWER: B

37. A contract with the minor, which is beneficial for him, is

- A. void ab initio
- B. voidable
- C. valid
- D. illegal

ANSWER: A

38. The essence of a right of lien is to

- A. deliver the goods.
- B. retain the possession,
- C. regain the possession.
- D. none of the above.

ANSWER: B

39. If a seller handed over the keys of a warehouse containing the goods to the buyer results in

- A. (a) constructive delivery
- B. actual delivery
- C. symbolic delivery
- D. none of the above

ANSWER: C

40. Voluntary transfer of possession by one person to another is popularly known as

- A. (a) Transfer.
- B. Possession.
- C. Delivery.
- D. None of the above.

ANSWER: C

41. Which of the following statement is true?

- A. An agreement is an unaccepted proposal
- B. An agreement enforceable by law is a contract
- C. An agreement can only consist of an offer
- D. An agreement can only consist of an acceptance

ANSWER: B

42. Consideration must move at the desire of

- A. Promisor

- B. Promisee
- C. Any other person
- D. Any of these

ANSWER: A

43. A contract is discharged by novation which means the

- A. Cancellation of the existing contract
- B. Change in one or more terms of the contract
- C. Substitution of existing contract for a new one
- D. None of these

ANSWER: C

44. When prior to the due date of performance, the promisor absolutely refuses to perform the contract, it is known as

- A. Abandonment of contract
- B. Remission of contract
- C. Actual breach of contract
- D. Anticipatory breach of contract

ANSWER: D

45. A wrong representation when made without any intention to deceive the other party amounts

- A. Coercion
- B. Undue Influence
- C. Misrepresentation
- D. Fraud

ANSWER: C

46. 83. A threatens to kill B if he does not agree to sell his scooter to him for Rs. 1,000 only. Here consent of B is obtained by .

- A. Undue influence
- B. Fraud
- C. Coercion
- D. Mistake

ANSWER: C

47. Where the consent of both the parties is given by mistake, the contract is

- A. Void
- B. Valid
- C. Voidable
- D. Illegal

ANSWER: A

48. An agreement, which prevents a person from carrying a lawful business, is

- A. Valid
- B. Void
- C. Voidable
- D. contingent

ANSWER: A

49. In case of sale on approval, the ownership is transferred to the buyer when he

- A. Accepts the goods

- B. Adopts the transaction
- C. Fails to return goods
- D. In all the above cases

ANSWER: D

50. The bidder at an auction sale can withdraw his bid

- A. Any time during auction
- B. Before fall of hammer
- C. Before payment of price
- D. Cannot withdraw at all.

ANSWER: B

51. Which of the following is a requirement for misrepresentation to exist?

- A. Misrepresentation should relate to a material fact
- B. The person making a misrepresentation should not believe it to be true
- C. It must be made with an intention to deceive the other party
- D. All of the above

ANSWER: A

52. Which of the following agreements is void?

- A. Agreements made under the unilateral mistake of fact
- B. Agreements made under the bilateral mistake of fact
- C. Agreements made under the influence of fraud
- D. Contingent agreement

ANSWER: B

53. Which of the following offers constitute a valid offer?

- A. An auctioneer displays a TV. set before a gathering in an auction sale
- B. Ram who is in possession of three cars purchased in different years says -I will sell you a car.
- C. A says to B, Will you purchase my motor cycle for Rs. 20,000?
- D. All of the above

ANSWER: C

54. Contract caused by which of the following is void?

- A. Fraud
- B. Misrepresentation
- C. Coercion
- D. Bilateral Mistake

ANSWER: D

55. What is legal terminology for the doing or not doing of something which the promisor desires to be done or not done?

- A. Desires
- B. Consideration
- C. Wishes
- D. Promise

ANSWER: B

56. Goods must be the same as wanted by the seller. This is

- A. Condition as to description
- B. Condition as to wholesomeness

- C. Condition as to sample
- D. Condition as to title

ANSWER: A

57. Goods dependant upon certain events which may or may not happen.

- A. Unascertained goods
- B. Contingent goods
- C. Future goods
- D. Existing Goods

ANSWER: B

58. Which of the following is a NOT document of title of goods?

- A. Bill of Lading
- B. Railway Receipt
- C. Dock Warrant
- D. Performa invoice

ANSWER: D

59. In case of sale of standing trees, the property passes to the buyer when trees are

- A. Felled and ascertained
- B. Counted and ascertained
- C. Not felled but earmarked
- D. Both (b) and (c)

ANSWER: A

60. Partnership

- A. Arises by operation of law
- B. Comes into existence only after registration
- C. Can arise by agreement or otherwise
- D. Arise by way of an agreement only

ANSWER: D

61. X and Y agree to work together as carpenters but X shall receive all profit and shall pay wages to Y. The relation between X and Y is that

- A. Partners
- B. Carpenters
- C. Labourers
- D. Master-Servant

ANSWER: D

62. Which of the following is an essential feature of partnership?

- A. Registration
- B. Test of Mutual Agency
- C. Separate Legal Entity
- D. All of the above

ANSWER: B

63. Implied contract, even if not in writing or express words, is perfectly _____ if other conditions are satisfied.

- A. Void
- B. Valid

- C. Voidable
 - D. Illegal
- ANSWER: B

64. R, an optical surgeon, employs S as the assistant for a term of three years and S agrees not to practice as a surgeon during this period. This contract is

- A. Valid
- B. Void
- C. (c) Voidable
- D. Illegal

ANSWER: A

65. _____ consideration is no consideration in England.

- A. Past
- B. Present
- C. Future
- D. Future

ANSWER: A

66. A agrees to pay Rs. 500 to B if it rains, and B promises to pay a like amount to A if it does not rain, this agreement is called .

- A. Quasi Contract
- B. Contingent Contract
- C. Wagering Agreement
- D. Voidable Contract

ANSWER: C

67. When the offeree offers to qualified acceptance of the offer subject to modifications and variations he is said to have made a .

- A. Standing, open or continuing offer
- B. Counter Offer
- C. Cross Offers
- D. Special Offer

ANSWER: B

68. When after the formation of a valid contract, an event happens which makes the performance of contract impossible, and then the contract becomes .

- A. Void
- B. Voidable
- C. Valid
- D. Illegal

ANSWER: A

69. The basis of quasi contractual relations is the .

- A. Existence of a valid contract between the parties
- B. Prevention of unjust enrichment at the expense of others
- C. Provisions contained in Section 10 of the Contract Act
- D. Existence of a voidable contract between the parties

ANSWER: B

70. A agrees to pay Rs. 1000 to B if a certain ship returns within a year. However, the ship sinks within the

year. In this case, the contract becomes

- A. Valid
- B. Void
- C. Voidable
- D. Illegal

ANSWER: B

71. The Sale of Goods Act, 1930 came into force on

- A. 15th March, 1930
- B. 1st July, 1930
- C. 30th July, 1930
- D. 30th June, 1930

ANSWER: B

72. Contract of Sale is

- A. Executory Contract
- B. Executed Contract
- C. Executory Contract or Executed Contract
- D. None of the above

ANSWER: C

73. Where in an auction sale, the seller appoints more than one bidder, the sale is

- A. Void
- B. Conditional
- C. Illegal
- D. Voidable

ANSWER: D

74. Where the goods are delivered to a carrier or wharfinger for the purpose of transmission to the buver. the delivery is

- A. Invalid and ineffective
- B. Valid and effective
- C. Conditional
- D. None of these

ANSWER: B

75. The property in the goods means the

- A. Possession of goods
- B. Ownership of goods
- C. Custody of goods
- D. Both (a) and (b)

ANSWER: B

76. Untill goods are ascertained there is merely

- A. An agreement to sell
- B. A breach of condition
- C. A breach of warranty
- D. All the above

ANSWER: A

77. Which of the following is not correct?

- A. Minor can always plead minority.
- B. Minor is liable for necessities supplied to him.
- C. Minor is a person who has not completed 18 years of age.
- D. Minor can be a beneficiary.

ANSWER: B

78. A company may be in the form of

- A. An unincorporated association,
- B. incorporated association,
- C. Both the above.
- D. None of the above

ANSWER: A

79. A student was motivated by his teacher to sell his car (value being Rs. 10,00,000/-) for fe 5,00,000/-. The student sold the same at the desired price of the teacher. The student can sat the teacher on the ground of:

- A. Undue Influence
- B. Misrepresentation.
- C. Fraud.
- D. Coercion.

ANSWER: A

80. Price- under the Sale of Goods Act, 1930 means

- A. Money or moneys worth.
- B. Monetary consideration for the sale of goods.
- C. Any consideration that can be expressed in terms of money
- D. None of the above

ANSWER: B

81. Goods that are identified and agreed upon at the time of contract of sale are known as

- A. Specific Goods
- B. Existing Goods
- C. Future Goods
- D. Generic Goods

ANSWER: A

82. An offer made to the public in general which anyone can accept and do the desired act is

- A. General Offer
- B. Special Offer
- C. Cross Offer
- D. Counter Offer

ANSWER: A

83. In case of an agreement to sell, subsequent loss or destruction of the goods is the liability of

- A. The buyer
- B. The seller
- C. Both the buyer and the seller
- D. The insurance company

ANSWER: B

84. Goods that are defined only by description and not identified and agreed upon at the time of contract of

sale are known as

- A. Specific Goods
- B. Future Goods
- C. Existing Goods
- D. Unascertained Goods

ANSWER: D

85. Delivery by acknowledgment is

- A. Actual Delivery
- B. Symbolic Delivery
- C. Constructive Delivery
- D. None of the above

ANSWER: C

86. In case of a sale the position of a buver is that of

- A. Owner of the goods
- B. Hirer of the goods
- C. Bailee of the goods
- D. None of the above

ANSWER: A

87. Ratification by a minor of a contract entered during minority, even after he attains majority is not allowed.

- A. The above statement is correct
- B. The above statement is partly correct.
- C. The above statement is incorrect
- D. The above statement is irrelevant

ANSWER: A

88. An offer made to a definite person which can be accepted by the specified person only is

- A. Special Offer
- B. Accepted Offer
- C. General Offer
- D. Standing Offer

ANSWER: A

89. The position of a stranger to a contract and that of the stranger to a consideration is

- A. Partially different
- B. Partially same
- C. Entirely different
- D. Same

ANSWER: C

90. Provisions relating to doctrine of Caveat Emptor is laid down in the .

- A. Sale of Goods Act, 1930
- B. Indian Contract Act, 1872
- C. Indian Partnership Act, 1932
- D. Companies Act, 1956

ANSWER: A

91. A directs B who is a solicitor to sell his estate by auction and to employ an auctioneer for this purpose.

B names C, an auctioneer, to conduct the sale. The status of C for the sale is

- A. C is an agent of A
- B. C is a sub-agent of A
- C. C is an agent of B
- D. C is neither an agent of A nor of B

ANSWER: A

92. A specific offer can be accepted by

- A. Any person
- B. Any friend of offerer
- C. The person the whom it is made
- D. Any friend of offeree

ANSWER: C

93. A letter of acceptance sufficiently stamped and duly addressed is put into course of transmission. there is

- A. A contract voidable at the option of acceptor
- B. A contract voidable at the option of offerer
- C. No contract at all
- D. A valid contract

ANSWER: D

94. A lends Rs 500 to B. he later tells B that he need not repay the amount, the contract is discharged by

- A. Breach
- B. Waiver
- C. Notation
- D. Performance

ANSWER: B

95. Were a contact could not be performed because of the default by a third party on whose work the promiser relied, it _____

- A. is not discharged
- B. Is discharged
- C. Becomes void
- D. Becomes voidable

ANSWER: B

96. The court may grant rescission were the contract is _____

- A. Voidable at the option of the plaintiff
- B. Void
- C. Unenforceable
- D. Illegal

ANSWER: D

97. Specific performance may be ordered by the court when _____

- A. The contract is voidable
- B. The damages are an adequate remedy
- C. The damages are not an adequate remedy
- D. The contract is uncertain

ANSWER: C

98. _____ means any rule of action.

- A. law
- B. Contract
- C. legal
- D. social

ANSWER: A

99. Anticipatory breach of a contract takes place _____

- A. During the performance of the contract
- B. At the time when the performance is due
- C. Before the performance is due
- D. At the time when the contract is entered into

ANSWER: C

100. In case of wrongful dishonor of a chequer by a banker having sufficient fund to the credit of the customer, the court may award

- A. Ordinary damage
- B. Nominal damage
- C. Exemplary damage
- D. Contemptuous damages

ANSWER: C

101. The contract of indemnity is a _____

- A. Contingent contract
- B. Wagering contract
- C. Quasi-contract
- D. Void agreement

ANSWER: A

102. S and P go into a shop. S says to the shopkeeper - let P have the goods, and if he does not pay you, I will. This is a _____

- A. Contract of guarantee
- B. Contract of indemnity
- C. Wagering contract
- D. Quasi-contract

ANSWER: A

103. A bailor has _____

- A. A right of a particular lien over the goods bailed
- B. A right of general lien
- C. A right of both particular and general lien
- D. No lien at all over the goods bailed

ANSWER: C

104. The position of a finder of lost goods is that of a _____

- A. Bailer
- B. Bailee
- C. Bailee
- D. Principal debtors

ANSWER: C

105. A gratuitous bailment is one which is

- A. Supported by consideration
- B. Not Supported by consideration
- C. Not enforced by law
- D. Void

ANSWER: B

106. The transactions collateral to any illegal agreement is _____

- A. Not effected in any manner
- B. Also tainted with illegality
- C. Voidable at the option of the plaintiff
- D. Effected in any manner

ANSWER: B

107. Flaw in capacity to contract may arise from _____

- A. Lack of free consent
- B. Lack of consideration
- C. Minority
- D. Absence of legal formalities

ANSWER: C

108. A makes an offer to B on 10th by a letter which reaches B on 12th. B posts letter of acceptance on 14th which reaches A on 16th. The communication of acceptance is complete as against A on _____

- A. 12th
- B. 14th
- C. 16th
- D. 15th

ANSWER: C

109. Generally a person who is not a party to contract _____

- A. Cannot sue
- B. Can sue
- C. Can sue only in well- recognized cases
- D. can sue under contract of guarantee

ANSWER: A

110. A minor, by misrepresenting his age, borrows some money _____

- A. A minor, by He can be sued for fraud
- B. He cannot be sued for fraud
- C. He is liable to return the money
- D. He is not liable to return the money

ANSWER: B

111. A minors enters into a contract for the purchase of certain necessities. In such a case _____

- A. He is not personally liable to pay
- B. He is liable to pay
- C. His legal representative is liable to pay
- D. His legal representative is not liable to pay

ANSWER: A

112. A contract by an idiot is _____

- A. Voidable
- B. Enforceable
- C. Invalid
- D. Void ab initio

ANSWER: D

113. The contractual capacity of a company is regulated by _____

- A. Its memorandum of association and the provision of the companies act, 1956
- B. The terms of contract entered into with a third party
- C. Its article of association
- D. Its prospectus

ANSWER: A

114. Which of the relationships raise presumption of undue influence

- A. Land lord and tenant
- B. Parents and child
- C. Doctor and patient
- D. Husband and wife

ANSWER: C

115. If there is error in consensus, the agreement is _____

- A. Void
- B. Voidable
- C. unlawful
- D. illegal

ANSWER: A

116. An agreement made with an alien enemy is _____

- A. Unlawful on the ground of public policy
- B. Unlawful because it becomes difficult to be performed
- C. Valid
- D. Voidable

ANSWER: A

117. When the promisee refuses to accept performance from the promioser who offers to perform, it is _____

- A. Attempted performance
- B. Vicarious performance
- C. recognised performance
- D. unrecognised performance

ANSWER: A

118. When a party to a contract transfers his contractual rights to another, it is known as _____

- A. Rescission of contract
- B. Waiver of contract
- C. Discharge of contract
- D. Assignment of contract

ANSWER: D

119. When two or more persons have made a join promise, then unless a contrary intention appears from the contract, all such person must fulfill the promise _____

- A. Jointly
- B. Severally
- C. Jointly and severally
- D. Jointly or severally

ANSWER: D

120. Owing to a strike in the factory of A, he is not able to supply the goods to B as per the terms of the agreement. The agreement in such a case _____

- A. Discharged
- B. Is not discharged
- C. Becomes void
- D. Is voidable at option of A

ANSWER: B

121. If a contract contains an undertaking to perform impossibility, the contract is

- A. Void ab initio
- B. Void
- C. Voidable at the option of the plaintiff
- D. Illegal

ANSWER: A

122. The sale of goods act ,1930 dose not cover

- A. Existing good
- B. Immovable goods
- C. Future goods
- D. Services

ANSWER: B

123. In a hire purchase agreement, the hirer

- A. Has an option to buy the goods
- B. Must buy the goods
- C. Must return the goods
- D. Is not given the possession of the goods

ANSWER: A

124. A contract creates _____.

- A. rights in personam.
- B. rights in rem.
- C. only rights no obligations.
- D. only obligations and no rights

ANSWER: B

125. An agreement is _____.

- A. offer.
- B. offer + acceptance.
- C. offer + acceptance + consideration.
- D. contract.

ANSWER: B

126. When an agreement is discovered to be void, any person who have received any advantage under such agreement _____.

- A. is bound to restore it .
- B. is not bound to return it.
- C. may retain it .
- D. no need to return.

ANSWER: A

127. The right of subrogation in a contract of guarantee is available to the _____.

- A. creditors.
- B. principle debtors.
- C. surety.
- D. indemnifier.

ANSWER: C

128. The omission of the creditor to sue with in the period of limitation _____.

- A. Discharges the surety
- B. Does not discharge the surety.
- C. Makes the contract of guarantee void.
- D. Makes the contract illegal.

ANSWER: B

129. A gratuitous bailee is liable for defects in the goods bailed _____.

- A. Even if he is not aware of them.
- B. Only if he is aware of them.
- C. In all cases
- D. In particular case.

ANSWER: B

130. A who purchases certain goods from B by misrepresentation pledges them with C. the pledge is _____.

- A. Valid
- B. Void
- C. Voidable.
- D. Invalid.

ANSWER: A

131. If there no agreement, an agent is _____.

- A. Not entitled to any remuneration.
- B. Entitled reasonable remuneration.
- C. Entitled to remuneration which he thinks is reasonable.
- D. Gets commission only.

ANSWER: B

132. If a price is not determined by the parties in a contract of sale the buyer is bound to pay _____.

- A. The price demanded by the seller.
- B. A reasonable price.
- C. The price which the buyer is reasonable.
- D. Cost.

ANSWER: B

133. When there is n specific agreement as to place, the goods sold are to be delivered at the place_____.

- A. at which they are at time of sale.
- B. of the buyer.
- C. decide by the seller.
- D. to be determined by the seller.

ANSWER: A

134. A seller delivers goods in excess of the quantity ordered for. The buyer may_____.

- A. accept the whole.
- B. reject the whole.
- C. accept the goods ordered for and returns.
- D. accept the part of goods.

ANSWER: A

135. Where the neglected or refusal of the buyer to take delivery of goods amounts to a repudiation of the contract, the seller may sue for the _____.

- A. price or damages .
- B. price only .
- C. damages only.
- D. both for price and damages.

ANSWER: A

136. A contract made by mistake of foreign law is

- A. void
- B. valid
- C. voidable
- D. illegal

ANSWER: A

137. A minor is person who has not completed ____ years of age.

- A. 20
- B. 21
- C. 18
- D. 19

ANSWER: C

138. A person making a proposal is called

- A. promisor
- B. vendor
- C. contractor
- D. promisee

ANSWER: A

139. Acceptance in ignorance of the offer is

- A. valid
- B. void
- C. voidable
- D. illegal

ANSWER: B

140. Knock-out agreement are generally _____ in auction sale

- A. unlawful
- B. not unlawful
- C. void
- D. required

ANSWER: B

141. Promotion of litigation in which one had no interest is

- A. champerty
- B. maintenance
- C. stifling litigation
- D. none of the above

ANSWER: B

142. Anticipatory breach comes under

- A. law of contractual relationship
- B. law of mutual consent
- C. law of mutual agency
- D. law of limitation

ANSWER: A

143. Transfer of title by non-owners is dealt in section ___ of sale of goods act.

- A. 27-30
- B. 26-29
- C. 28-31
- D. 30-33

ANSWER: A

144. Rules regarding carriage by land is governed by

- A. The carriage act,1865 and The Indian railway act, 1989
- B. The carriage act,1865
- C. 1865 and The Indian railway act, 1989
- D. Indian contract act 1872

ANSWER: A

145. Rules regarding carriage by sea is governed by

- A. The Indian bill of lading act,1856
- B. The carriage of goods act by sea, 1925
- C. The Indian bill of lading act,1856 and The carriage of goods act by sea, 1925
- D. Indian contract 1872

ANSWER: C

146. Rules regarding carriage by air is governed by

- A. The carriage by air act,1972
- B. The carriage by air act,1952
- C. The carriage by air act,1932
- D. The carriage by air act,1872

ANSWER: A

147. Forwarding note is related to

- A. carriage by sea

- B. carriage by air
- C. carriage by land
- D. none of these

ANSWER: C

148. An agreement whereby a ship is hired for the exclusive use is called

- A. charter party
- B. voyage agreement
- C. sea agreement
- D. none of these

ANSWER: A

149. Bill of lading is issued by

- A. owner of the goods
- B. master of the ship
- C. seller of the goods
- D. railway officials

ANSWER: B

150. _____ law is one which is laid down in the acts of parliament.

- A. statute law
- B. case law
- C. merchant law
- D. equity

ANSWER: A

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