SECTION-A

1. Answer any FIVE of the following:
   Each answer should not exceed one page.  
   (5 x 2 =10)
   
   a) Quasi contract
   b) Agreement to sale
   c) Counter offer
   d) Partner by estoppel
   e) Limited Liability
   f) Article of Association
   g) Account payee crossing of a cheque
   h) Bills of lading

SECTION-B

Answer the following:

UNIT-I

2. a) “All agreements are not contracts but all contracts are agreements”. Explain this statement with justification.  
   OR
   b) What is an illegal agreement? What are the effects of illegality?  

UNIT-II

3. a) Discuss the different modes in which authority of an agent may terminate.
OR

b) A seller cannot convey a better title to the buyer than he himself has. Discuss this rule of law and point out the exceptions.

UNIT-III

4. a) Discuss the implied authority of a partner and the instances in which he has no authority.

OR

b) What are the rights and duties of partners under the Indian Partnership Act.

UNIT-IV

5. a) State the law relating to the protection granted to the collecting banker in respect of a crossed cheque.

OR

b) What is endorsement? Explain the meaning and effect of
   i) endorsement in blank
   ii) special endorsement

UNIT-V

6. a) What is Memorandum of Association and how it differs from the Article of Association of a company under Indian Companies Act. 1956.

OR

b) Write notes on:
   i) Prospectus of a company
   ii) Capital clause of Memorandum of Association

SECTION-C

7. Case Laws (Compulsory):

Solve the following case laws giving valid reasons:

a) Mr.Jain bought from Mr.Dash a shipment of certain goods. Mr.Dash sent a bill of lading to Mr.Jain. Mr.Jain handed over the bill of lading to Mr.Roy in return of a loan. Mr.Roy took the bill of lading in good faith. Subsequently Mr.Jain became insolvent. Mr.Dash attempted to stop the goods in transit, but Mr. Roy claimed them. State the legal position of the respective parties.
b) Mr. X, the holder of a bill endorses it to “Mr. Y or order” for the express purposes that Mr. Y may get it discounted. Instead Mr. Y negotiates the bill to Mr. Z, a holder in due course. Can Mr. Z, acquire good title to the bill? What is the legal course available to him?