

- 1) An auction sale is complete on the \_\_\_\_\_
- (a) Delivery of Goods. (b) fall of hammer  
(c) Payment of Price (d) None of the above
- 2) If A agrees to deliver 100 Kg. of Sugar in future to B in exchange of 17 meter of cloth, then it is \_\_\_\_\_
- (a) Contract of Sale (b) Agreement to sell.  
(c) Sale on approval (d) Barter.
- 3) If a seller handed over the keys of a warehouse the goods to the buyer results in \_\_\_\_\_
- (a) Constructive delivery (b) Actual delivery  
(c) Symbolic delivery (d) None of the above
- 4) Voluntary transfer of possession by one person to another is popularly known as \_\_\_\_\_
- (a) Transfer (b) Possession  
(c) Delivery (d) Sale
- 5) The goods are at the risk of a party who has the \_\_\_\_\_
- (a) Possession of goods  
(b) Ownership of goods  
(c) Custody of goods.  
(d) both (a) and (b)

- 6) 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
- 7) In case of Sale of 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.
- 8) In case of sale of standing trees, the property passes to the buyer when trees are \_\_\_\_\_  
 (a) Felled and ascertained (b) Not felled but earmarked  
 (c) Counted and ascertained (d) Both (b) and (c)
- 9) Goods must be the same as wanted by the <sup>buyer</sup> ~~seller~~. This is \_\_\_\_\_  
 (a) Condition as to description (b) Condition as to sample.  
 (c) Condition as to wholesomeness (d) Condition as to title.
- 10) Condition and warranties \_\_\_\_\_  
 (a) Must be expressed (b) Must be implied if not expressed.  
 (c) May either be expressed or implied (d) None of the above.
- 11) The rule of caveat emptor does not apply in the case of \_\_\_\_\_  
 (a) Fitness for buyer's purpose  
 (b) Sale under a patent and trade name  
 (c) Usage of trade or consent by fraud.  
 (d) All of the above

12) The following may be treated as a breach of warranty —

- (a) Breach of warranty
- (b) Breach of Condition
- (c) Both the above
- (d) None of the above

13) Goods that are identified and agreed upon at the time of contract of Sale —

- (a) Specific goods
- (b) Existing goods
- (c) Future goods
- (d) Generic Goods.

14) In case of an agreement to sale, subsequent loss or destruction of the goods is the liability of —

- (a) The buyer
- (b) The seller
- (c) Both the buyer and Seller
- (d) The insurance company.

15) An Auction sale is an example of —

- (a) Invitation to treat an offer
- (b) Statement of Intention
- (c) Offer
- (d) Mere communication of information in the course of negotiation.

16) Delivery by acknowledge is —

- (a) Actual Delivery
- (b) Constructive Delivery.
- (c) Symbolic Delivery
- (d) None of the above

17) The Latin 'maxim' "Nemo dat-quad non habet" means —

- (a) An eye for an eye and a tooth for a tooth.
- (b) Never dare to quarrel with a good seller
- (c) No one can give what he has not got.
- (d) Let the buyer beware.

18) Agreement to sale is an \_\_\_\_\_

- (a) Executed Contract
- (b) Executory Contract
- (c) Both of the above
- (d) None of the above

19) Buyer means a person who \_\_\_\_\_

- (a) Buys goods
- (b) Agrees to buy goods
- (c) Has bought goods
- (d) Buys or agrees to buy goods

20) The appropriation must be made by \_\_\_\_\_

- (a) The seller with the assent of the buyer.
- (b) The buyer with the assent of the seller.
- (c) The buyer or the seller with or without the assent of other.
- (d) Both (a) and (b).

21) Actual Sale of future goods is \_\_\_\_\_

- (a) Impossible
- (b) Illegal
- (c) Possible
- (d) Possible through an agreement to sell

22) Right of lien and right of stoppage in transit \_\_\_\_\_

- (a) Actually mean the same right.
- (b) Are actually similar rights.
- (c) Are consequential in sequential in nature.
- (d) Are rights available to any seller of goods.

23) Delivery by attornment is \_\_\_\_\_

- (a) Actual Delivery
- (b) Physical Delivery
- (c) Constructive Delivery
- (d) Symbolic Delivery.