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"Don't compare yourself with anyone in this world. If you do so, you are insulting yourself."

Bill Gates

Other laws MCQ For CA Inter

Fear will not give you anything

The desire to fight will definitely get you a step ahead

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Chapter 1 – The Indian Contract Act, 1872

- 1. In case of a non gratuitous bailment the bailor shall be liable for:
 - a) Known defects in the goods
 - b) Unknown defects in the goods
 - c) Both a and b
 - d) Defects I the goods caused due to his fault
- 2. Under a contract of guarantee the surety is discharged in any of the following cases:
 - a) Any variations in the contract between the principal debtor and creditor
 - b) By giving a notice the discharge takes place for all the past transactions
 - c) By death of the surety the surety is absolutely discharged
 - d) All of these
- 3. The following are the essentials of a contract of bailment
 - a) The possession of goods must be transferred
 - b) There should be return of goods
 - c) Transfer must be of actual possession and not mere custody
 - d) All of these
- 4. A pledged his goods worth 50,000 with B for a loan of 30,000. While the goods were with B due to riots the goods were destroyed. The government compensated for the loss. B is entitled to recover:
 - a) 30,000
 - b) 50,000
 - c) 20,000
 - d) B cannot recover anything
- 5. A gave his jewellery to B and asked B to keep it in the bank locker. B kept it in his safe at home. The jewellery was stolen. Is B liable?
 - a) No B is not liable
 - b) Yes B is liable
 - c) No B is not liable as he had taken reasonable care of the goods
 - d) Yes B is liable for the goods even though he took reasonable care of the goods as he did not fulfil the directions of A
- 6. A contract of bailment can be terminated in the following cases:
 - a) In case of gratuitous bailment at any time
 - b) On termination of the purpose for which the contract of bailment was made
 - c) If the bailee makes inconsistent use of goods

- d) In any of these cases
- 7. Which of the following are correct?
 - a) A specific guarantee can be revoked
 - b) A continuing guarantee can be revoked
 - c) In case of a specific guarantee the death of the surety results in the discharge of the surety
 - d) A continuing guarantee can be revoked with respect to future transactions.
- 8. Prince delivers his car to Manoj, a garage owner for repair. Who is the bailor in this case?
 - a) Manoj
 - b) Prince
 - c) None of the above
 - d) Both Manoj and Prince
- 9. A had to travel to a different town for 5 days. He left his cow in the custody of B so that she can be taken care of it. After two days the cow delivers a calf. Now, B has to return to A:
 - a) Only the cow
 - b) Only the calf
 - c) Both the cow and the calf
 - d) Either the cow or the calf
- 10. S and P go into a shop. S says to the shopkeeper, C, "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 agreement
 - d) Quasi-contract
- 11. A guarantee obtained by a creditor by keeping silent as to material circumstances is:
 - a) valid
 - b) voidable
 - c) illegal
 - d) void
- 12. A contract of indemnity is a
 - a) Contingent contract
 - b) Wagering contract
 - c) Quasi contract
 - d) Void contract

13. A, B and C, as sureties for D, enter into three bonds, each in a different penalty, namely, A in the penalty of 1,00,000 rupees, B in that of 2,00,000 rupees, C in that of 4,00,000 rupees, conditioned for D's duly accounting to E. D makes default to the extent of 3,00,000 rupees. According to the Indian Contract Act, 1872:

- a) Only A is liable
- b) A and B are each liable to pay 1,00,000 and 2,00,000 rupees respectively.
- c) A and B are each liable to pay 1,00,000 rupees.
- d) A, B and C are each liable to pay 1,00,000 rupees.
- 14. Mr. A, puts 'M' as the cashier under Mr. B and agrees to stand as surety provided 'B' checks the cash every month. 'M' embezzles cash. According to the Indian Contract Act, 1872:
 - a) A and B shall equally share the loss.
 - b) No one is liable to pay penalty.
 - c) 'A' is not responsible, if B failed to verify the cash every month.
 - d) 'A' is responsible, even if B failed to verify the cash every month
- 15. A guarantees to C, to the extent of 2,00,000 rupees, payment for rice to be supplied by C to B. C supplies to B rice to a less amount than 2,00,000 rupees, but obtains from A payment of the sum of 2,00,000 rupees in respect of the rice supplied. As per the provisions of the Indian Contract Act, 1872:
 - a) A can recover from B more than the price of the rice actually supplied.
 - b) A cannot recover from B more than the price of the rice actually supplied.
 - c) A can recover from C the price of the rice actually supplied.
 - d) C can recover from A the price of the rice actually supplied
- 16. A contracts with B for a fixed price to construct a house for B within a stipulated time. B would supply the necessary material to be used in the construction. C guarantees A's performance of the contract. B does not supply the material as per the agreement. As per the provisions of the Indian Contract Act, 1872:
 - a) C is liable to A
 - b) C is liable to B
 - c) C is liable to A for the cost material not supplied.
 - d) C is discharged from his liability
- 17. A contracts to save B against the consequences of any proceedings, which C may take against B in respect of a certain sum of 500 rupees. This is a:
 - a) Contract of guarantee
 - b) Quasi contract
 - c) Contract of indemnity
 - d) Void contract.
- 18. In a Contract of Guarantee there is/are:
 - a) One contract\
 - b) Two contracts
 - c) Three contracts

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NB :

- d) Four contracts.
- 19. Mr. X, is employed as a cashier on a monthly salary of 2,000 by ABC bank for a period of 3 years. Y gave surety for X's good conduct. After 9 months, the financial position of the bank deteriorates. Then X agrees to accept a lower salary of 1,500/- per month from Bank. Two months later, it was found that X has misappropriated cash since the time of his appointment. What is the liability of Y?
 - a) Y is not liable
 - b) Y is liable for the acts of X
 - c) Y is liable for the act of X for the first 9 months
 - d) Y is liable for the acts of X for the two months after the change in the terms of the contract.
- 20. A hires a carriage of B and agrees to pay 500 as hire charges. The carriage is unsafe, though B is unaware of it. A is injured and claims compensation for injuries suffered by him. B refuses to pay. What is the liability of B?
 - a) B is not liable
 - b) B is liable
 - c) In case of a non gratuitous bailment the bailor is liable for every defect in the goods even if he is not aware of them and so B is liable
 - d) The bailor is liable only for those defects that he was aware of and hence b is not liable.
- 21. A appoints M, a minor, as his agent to sell his watch for cash at a price not less than 700. M sells it to D for 350. Is the sale valid?
 - a) The sale is valid and A can recover 400 from M
 - b) The sale is valid and A cannot recover 400 from M
 - c) The sale is not valid and A can recover 400 from M
 - d) The sale is valid and A cannot recover 400 from M
- 22. The wife pledges the credit of her husband. Who will be liable?
 - a) wife can pledge the credit of her husband for necessaries and so the husband shall be liable
 - b) the wife can never pledge the credit of her husband and so the wife shall be liable
 - c) the other party is liable for giving the goods on the credit of the husband
 - d) the husband shall not be liable

- 23. The rules for ratification are:
 - a) the principal must have the capacity to contract both at the time of contract and at the time of ratification
 - b) the principal must be in existence at the time the contract was made
 - c) the ratification must be for the whole of the contract
 - d) all of these
- 24. The essentials for agency by necessity is:
 - a) there should be a real necessity
 - b) the agent must not be in a position to communicate with the principal
 - c) the agent acted as a man of ordinary prudence
 - d) all of these
- 25. In which of the following cases the surety is discharged
 - a) any variations in the terms of the contract
 - b) composition between the principal debtor and the creditor
 - c) one of the co-surities refuses to join
 - d) all of these
- 26. A gave his horse to B only for B's riding. B let his son S ride the horse. A comes to know and wants to terminate the contract of bailment. Can he do so?
 - a) Bailment cannot be terminated before the purpose is over
 - b) B the bailee has a right to use the goods as per his desire and A cannot cancel the contract
 - c) A cannot put restrictions as to how B should use the goods.
 - d) If the bailee makes an inconsistent use of the goods the bailor has a right to terminate the contract of bailment.
- 27. A had given a loan to B. B asks A to sell his land and to recover the loan amount. Before the sale takes place B wants to terminate the contract of agency. Can he do so?
 - a) A contract of agency can be terminated at any time
 - b) A contract of agency cannot be terminated of the agent has already incurred any expense
 - c) A contract of agency can be terminated at any time provided the agent is given sufficient damages
 - d) The contract of agency coupled with interest cannot be terminated.
- 28. A contract of agency can be terminated in any of the following cases:
 - a) By notice
 - b) By renunciation

- c) By death
- d) All of these
- 29. For the act of the sub agent who is not appointed with the authority of the principal, ______ is liable
 - a) Principal
 - b) Agent
 - c) The sub agent himself
 - d) The third party
- 30. A acts as the agent of P even though he is not P's agent. The third party wants to sue P for the acts of A. Is P liable
 - a) Yes
 - b) No
 - c) Yes P is liable as A acted in his name
 - d) No P is not liable as A was not his agent.
- 31. Mr P asked Mr. A, his agent to get a loan for him a sum of 50,000 from T. A gets a loan of 90,000 and P keeps the entire amount. P is liable to T for
 - a) 50,000
 - b) 90,000
 - c) 40,000
 - d) 1,40,000
- 32. X represented Y as his agent to Z though X was not his agent. Y contracts with Z in the name of X. X shall be liable as the agency is made by
 - a) Estoppel
 - b) Holding out
 - c) Ratification
 - d) Necessity
- 33. A purchased a property in the name of B even though A was not B's agent. The seller claims the price from B and B pays the price. Here agency is created by
 - a) Estoppels
 - b) Holding out
 - c) Ratification
 - d) Necessity
- 34. Aman contracts to indemnify Megha against the consequences of any proceedings which Chandar may take against Megha in respect of a sum of 15000/- advanced by

Chandar to Megha. Megha who is called upon to pay the sum of money to Chandar but she fails to do so. Now, as per the provisions of the Indian Contract Act, 1872, advise the future course of action to be taken by Chandar.

- a) Chandar can recover the amount only from Megha
- b) Chandar can recover the full amount from Aman
- c) Chandar can recover the amount both from Aman and Megha
- d) Chandar can recover at least 10% of the total amount from Megha
- 35. Which of the following cases agency is created by estoppel?
 - a) A person represents another person as his agent even though he is not the agent
 - b) A person represents himself as the agent even though he is not the agent and the principal does not deny it
 - c) An agent acts outside his authority
 - d) Both a and b

36. For the act of the substituted agent	is liable
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- a) Principal
- b) Agent
- c) Substituted agent himself
- d) Third party

1	С	2	Α	3	D	4	В
5	D	6	D	7	D	8	В
9	C	10	Α	11	D	12	Α
13	D	14	С	15	В	16	D
17	C	18	Сс	19	С	20	В
21	В	22	Α	23	D	24	D
25	D	26	D	27	D	28	D
29	В	30	D	31	В	32	Α
33	С	34	Α	35	D	36	Α

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Chapter 2 - The Negotiable Instruments Act, 1881

- 1. A bill of exchange is payable 180 days after sight. As per the provisions of the Negotiable Instruments Act, 1881, how many days of grace shall be provided in such a case?
 - a) 1 day
 - b) 2 days
 - c) 3 days
 - d) 5 days
- 2. As per the Negotiable Instruments Act, 1881, when the day on which a promissory note or bill of exchange is at maturity is a public holiday, the instrument shall be deemed to be due on the.........
 - a) said public holiday
 - b) days succeeding public holiday
 - c) next succeeding business day
 - d) next preceding business day
- 3. Person named in the instrument to whom money is directed to be paid:
 - a) Drawer
 - b) Acceptor
 - c) Maker
 - d) Payee
- 4. A draws a cheque in favour of M, a minor. M endorses the same in favour of X. The cheque is dishonoured by the bank on grounds of inadequate funds. As per the provisions of Negotiable Instruments Act, 1881:
 - a) M is liable to X
 - b) X can proceed against A
 - c) No one is liable in this case
 - d) M can proceed against A
- 5. A person shall be a holder in due course if he gets the instrument
 - a) For consideration
 - b) Before maturity and in good faith
 - c) Either of this
 - d) Both of these
- 6. In case of a not negotiable crossing the transferee gets
 - a) A better title than the transferor
 - b) Gets the same title as the transferor
 - c) Gets a title inferior to the title of the transferor
 - d) Gets a good title if he is a holder in due course irrespective of any prior defects in the title.

- 7. A cheque is
 - a) A bill of exchange drawn on a specified banker
 - b) A promissory note drawn on a specified banker
 - c) Not a bill of exchange
 - d) Not drawn on a specified banker
- 8. The crossing of a cheque is a direction to the banker
 - a) To pay the cheque over the counter
 - b) Not to pay the cheque over the counter
 - c) Not to pay on the cheque at all
 - d) That the banker is liable if he pays on the cheque
- 9. P draws a promissory note. "Mr. B I am indebted to you for 10,000. I promise to pay this amount to you along with interest @2%". P signs it.
 - a) It is a valid promissory note
 - b) It is not a valid promissory note
 - c) It is valid only if accepted by B
 - d) Acknowledgement of debt is not a valid promissory note.
- . 10. A transfers a bill of exchange to B before maturity. B shall be a holder in due course if
 - a) He gets the instrument for consideration in or without good faith
 - b) He gets the instrument in good faith
 - c) He gets the instrument for consideration
 - d) He gets the instrument for consideration and in good faith.
- 11. The difference between a holder and a holder in due course is:
 - a) Holder may not get the instrument for consideration but the holder in due course always gets the instrument for consideration
 - b) Holder may get the instrument after maturity but the holder in due course always gets the instrument before maturity.
 - c) There is no difference
 - d) Both a and b
- 12. A gave a bill of exchange to B without consideration and B endorsed it to C without consideration. C endorsed it to D, a HDC, who endorsed it to E without consideration. E can recover the money on the instrument from:
 - a) All the prior parties A, B, C and D are liable
 - b) A, B, C are liable but D is not liable
 - c) Only D is liable

- d) Only A is liable
- 13. A endorsed the instrument to B who endorsed it to C, C to D and D to E. E strikes off the name of C without the consent of D. Who is liable on the instrument?
 - a) A, B, C and D
 - b) A and B
 - c) A, B and D
 - d) The instrument is discharged
- 14. The paying banker is liable in the following cases:
 - a) Payment is made in due course
 - b) Wrongful dishonor of a customer's cheque
 - c) Crossed cheque paid through a banker
 - d) All of these
- 15. Which of the following is a privilege of a HDC?
 - a) He can sue any of the prior parties
 - b) Any person getting title from a HDC gets the same title as a HDC
 - c) In case of an inchoate instrument he can recover on the instrument amount to the extent of the value of the stamp.
 - d) All of these
- 16. A forged B's signature on the cheque and issued it to C, a HDC. C wants to recover the money on the cheque.
 - a) Forgery is a nullity and does not convey any title
 - b) Forgery is a nullity and does not convey any title but as C is a HDC he can recover the money
 - c) C can recover the money if B accepts the cheque
 - d) C can recover the money if B directs the bank to pay.
- 17. A makes a sans recours to B. B endorses it to C, C to D, D to E and E to A. A can recover the money from
 - a) The instrument is discharged due to negotiation back
 - b) The instrument is discharged and A cannot sue anyone
 - c) A can sue B, C, D and E
 - d) The instrument is discharged due to negotiation back and A cannot sue anyone.
- 18. An instrument drawn for 1000 was endorsed to X for 500 and Y for the remaining 500. Is this endorsement valid?
 - a) Yes if both get a part of the instrument

- b) Yes if both agree to it
- c) Partial endorsement is not valid.
- d) Partial endorsement is not valid but if it is completed by delivery it is valid
- 19. A gave an inchoate instrument to B stamped for 2000 asking B to fill it for 500. B fills the instrument for 2000. How much can B recover from A?
 - a) 500
 - b) 2000
 - c) 1500
 - d) 2500
- 20. A negotiable instrument cannot be drawn conditionally however it can be endorsed conditionally. This statement is
 - a) True
 - b) False
- 21. A cheque was presented at the bank which was dishonoured due to insufficiency of funds. The drawer requested for representment on the grounds that he had deposited funds in the account. The cheque was dishonoured again on representment. U/s 138 what shall be the punishment of the drawer?
 - a) Fine upto twice the amount of the cheque or imprisonment upto 2 years or both
 - b) Fine upto twice the amount of the cheque and imprisonment upto 2 years
 - c) Fine upto twice the amount of the cheque or imprisonment upto 2 years
 - d) On representment of cheque if it is dishonoured there is no liability u/s 138.
- 22. In which of the cases the bank shall dishonor cheque?
 - a) Insufficiency of funds
 - b) Closure of account
 - c) The drawer has countermanded payment
 - d) All of these
- 23. P is the promoter of the company. He took a loan from the bank and handed over the money to the company. The company repaid the loan by cheque and the cheque was dishonoured. Is P liable?
 - a) P is not liable
 - b) P is liable
 - c) P is liable if he is a person in charge
 - d) P is liable if he accepts the liability.
- 24. U/s 10 a payment is in due course if

- a) Payment is made as per the apparent tenor
- b) Payment is made in good faith
- c) Payment is made without negligence
- d) All of these
- 25. A draws a cheque which was endorsed. X one of the endorsers signature was forged and the cheque was further endorsed. The cheque was presented for payment and the banker made the payment. X wants to hold the paying banker liable for making payment on the cheque where the endorsers (X's) signature was forged. Is the banker liable?
 - a) Yes
 - b) No
- 26. Any material alteration on a negotiable instrument shall:
 - a) Bind all the prior and subsequent parties
 - b) Not bind any party to the instrument
 - c) Shall bind all the subsequent parties as to the prior parties only those who agreed to the alteration shall be liable
 - d) Shall bind all the prior parties but no subsequent party shall be liable.
- 27. Which instrument can be drawn in sets
 - a) Promissory note
 - b) Bill of exchange
 - c) Cheque
 - d) All of these can be drawn in sets
- 28. A bearer instrument was picked up by Mr. A. Will Mr. A be the holder of the instrument?
 - a) Yes
 - b) No as he has right to receive payment but no right to possession
 - c) No as he has right to possession but no right to receive payment
 - d) Yes as he has right to possession as well as right to receive payment

1	С	2	D	3	D	4	В
5	D	6	В	7	Α	8	В
9	Α	10	D	11	D	12	В
13	В	14	В	15	D	16	Α
17	С	18	С	19	Α	20	A
21	D	22	D	23	С	24	D
25	В	26	С	27	В	28	В

<u>Chapter – 3 The General Clauses Act</u>

- 1. The object of the General Clauses Act, 1897 is
 - a) To shorten the language of the Central Acts
 - b) To provide uniformity in expressions in the Central Acts by giving definitions of a series of terms
 - c) To govern the Pre constitutional Acts
 - d) Both a and b
- 2. The General Clauses Act applies to
 - a) Whole of India
 - b) Whole of India except J&K
 - c) Every contract entered whether in or outside the Indian territory
 - d) Has no territorial jurisdiction and its application is with reference to the Central Act.
- 3. The Preamble of any Act
 - a) Gives the definition of every term used in the Act
 - b) States the objects of the Act
 - c) Gives explanation to every term used in the Act
 - d) Gives the scope, object and purpose of the Act
- 4. An endorsement "not met/ not claimed" on the notice sent by a registered post shall be deemed
 - a) That the notice is served
 - b) The notice is not served
 - c) The notice is served only if it is sent again at the address and accepted by the concerned person
 - d) If is left at the address.
- 5. For the definition of any word the General Clauses Act is referred to if
 - a) The Act has defined the term
 - b) The Act has given a reference for the definition of the term
 - c) The Act has defined the term or the Act has given a reference for the definition of the term
 - d) The Act has not defined the term nor Act has given a reference for the definition of the term
- 6. Where the definition used the word means the definition is _____ in nature

- a) Exhaustive
- b) Inclusive
- c) Either exhaustive or inclusive
- d) Both exhaustive and inclusive
- 7. The definition of body corporate u/s 2(11) states that a "body corporate or corporation includes a company incorporated outside India." This definition is:
 - a) Exhaustive
 - b) Inclusive
 - c) Either exhaustive or inclusive
 - d) Both exhaustive and inclusive
- 8. Central Act is
 - a) An Act of the parliament
 - b) The Act of the Dominion Legislature if the Indian Legislature passed before the commencement of the Constitution
 - c) The Act made before such commencement by the Governor General in council acing in a Legislative capacity.
 - d) All of these
- 9. Under the General Clauses Act, 1897, the Terms Financial year and calendar year means
 - a) The period starting on 1st April and ending on 31st Mar and the period starting on 1st Jan and ending on 31st Dec respectively
 - b) The period starting on 1st Jan and ending on 31st Dec and the period starting on 1st April and ending on 31st Mar respectively
 - c) Both are same
 - d) No fixed definition can change as per the declaration given by the CG
- 10. Which of the following is not a part of the Indian Law?
 - a) Ordinance
 - b) Regulation
 - c) Notification
 - d) Bye-laws
- 11. The effective date of Rules as held in the case of State of Uttar Pradesh V. Mahesh Narain is:
 - a) The date they are published by gazette notification
 - b) The date they are the rules are under preparation
 - c) The date the president signs them

- d) The date the houses o Parliament give their consent
- 12. A company had taken a loan. Later the Act was repealed. The creditor sues the company for recovery of loan. The company refuses to pay the loan on the grounds that the Act being repealed the company's obligation to pay the loan is over. Is the justification of the company correct?
 - a) Yes the justification of the company is correct as once the Act is repealed all the debts under the old Act are discharged
 - b) No the justification of the company is not correct as repeal of any Act does not affect any debts obtained under the Act so repealed.
- 13. While calculating time over a particular period
 - a) The first day in the series shall be excluded and the last day in the series shall be included
 - b) The first day in the series shall be included and the last day in the series shall be excluded
 - c) Both the first and the last day in the series shall be excluded
 - d) Both the first and the last day in the series shall be included
- 14. The service of post shall be deemed to have been affected by:
 - a) Proper address
 - b) Pre-paying
 - c) Posting be registered post
 - d) All of these
- 15. Mr. L the owner of the building sent a notice by registered post to his tenant Mr.
- T. the tenant refused to accept the notice and sent it back with an endorsement of refusal. Is the notice deemed to have been served?
 - a) The notice shall be deemed to have been served
 - b) The notice shall not be deemed to have been served
 - c) The notice shall be deemed to have been served if Mr. T acknowledges to Mr L about the receipt of notice and replies back
 - d) The notice will e served only when Mr. T accepts it.
- 16. An Act is a bill
 - a) Passed by both the Houses of the Parliament
 - b) Assented by the President
 - c) Passed by both the Houses of the Parliament or assented by the President
 - d) Passed by both the Houses of the Parliament and assented by the President

- 17. Which of the following is not an immoveable property
 - a) Land
 - b) Building
 - c) Timber
 - d) Machinery permanently attached to the land
- 18. As per the Rule of an education institution, every student may come on weekends for extra class but every student shall appear on a weekly test conducted in the institute which means
 - a) Attending weekly class is optional but appearing in the weekly test is mandatory
 - b) Attending weekly class is compulsory but appearing in the weekly test is optional
 - c) Attending weekly class and appearing for weekly tests both are compulsory for the student
 - d) Attending weekly class and appearing for weekly tests both are optional for the student

1	D	2	D	3	D	4	Α
5	D	6	Α	7	В	8	D
9	Α	10	C	11	Α	12	В
13	Α	14	D	15	Α	16	D
17	С	18	A	J.			

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Chapter- 4 Interpretation of statutes, deeds and documents

- 1. Which among the following is the cardinal rule of construction of statutes
 - a) Harmonious Rule of construction
 - b) Beneficial Rule of construction
 - c) Literal Rule of construction
 - d) Reasonable Rule of construction
- 2. An internal aid that may be added to include something within the section or to exclude something from it, is
 - a) Proviso
 - b) Explanation
 - c) Schedule
 - d) Illustrations
- 3. The term Statute means
 - a) The written will of the legislature
 - b) The oral will of the legislature
 - c) Both A and B
 - d) Either A or B
- 4. Which of the following is a document?
 - a) Chart
 - b) Painting on a canvas
 - c) A print of a picture
 - d) All of these
- 5. According to Jolowicz the legal and doctrinal interpretation means:
 - a) The purpose of legal is to discover the real and true meaning and doctrinal is is the actual law binding the judge to place certain interpretation.
 - b) Legal is the actual law binding the judge to place certain interpretation and the purpose of doctrinal is to discover the real and true meaning.
 - c) The purpose of both is the actual law binding the judge to place certain interpretation
 - d) The purpose of both is to discover the real and true meaning
- 6. At the time of interpreting the statute the first reference shall be given to
 - a) Literal meaning
 - b) The meaning by common usage
 - c) The exceptional meaning
 - d) The meaning of associated words.
- 7. Reasonable corrections are not to over-ride plain terms of a statute. This statement is
 - a) Correct
 - b) Incorrect

- 8. "Ut res magis valeat quam pereat" means:
 - a) The words must be construed as per the literal meaning
 - b) The words must be construed as per the exceptional meaning
 - c) The words must be construed as per the meaning of its associates
 - d) The words must be construed so as to lead to a sensible meaning
- 9. The difference between a mandatory and directory provision is
 - a) Mandatory would be sufficient if It is substantially complied and directory must be strictly observed
 - b) Mandatory must be strictly observed and directory it would be sufficient if it is substantially complied with.
 - c) Both must be strictly observed
 - d) Both must be substantially complied with
- 10. The term "ejusdem generis" means
 - a) The custom is the best interpreter of the law
 - b) The best way to interpret a document is to read as it would have been read when made
 - c) Of the same kind or species
 - d) Associated words to be understood in common sense manner
- 11. The concept of "Noscitur A Sociis" is
 - a) The custom is the best interpreter of the law
 - b) The best way to interpret a document is to read as it would have been read when made
 - c) Of the same kind or species
 - d) It is known by its associate
- 12. The general idea is that the marginal notes appended to a section cannot be used for construing the section.
 - a) The statement is true
 - b) The statement is true except in case of the Corporate laws
 - c) The statement is true except in case of the constitution where the marginal notes appended to the Articles of the Constitution have been held to be a part of the Constitution.
 - d) The statement is false
- 13. The purpose of a definition clause is:
 - a) To provide a key to proper interpretation of the enactment
 - b) To shorten the language of the enacting part by avoiding repetition of the same words contained in the definition part every time the legislature wants to refer to the expression contained in the definition.
 - c) To remove confusion and doubt
 - d) Both a and b
- 14. The word "to apply to and include" in a definition means the definition is

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- e) Exhaustive
- f) Extensive
- g) Either exhaustive or extensive
- h) Both exhaustive and extensive
- 15. Which of the following is correct?
 - a) Exception is used to preserve from destruction certain rights, remedies or privileges already existing
 - b) Proviso is used to remove special cases from general enactment and provide for the specially
 - c) Saving clause is intended to restrain the enacting clause to particular cases.
 - d) All of these are correct

1	С	2	В	3	A	4	D
5	В	6	Α	7	Α	8	D
9	В	10	С	11	D	12	С
13	D	14	В	15	В		

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