Contract law questions and answers pdf

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Bug release: is when a build is handed to testing team with knowing that defect is present in the release. The priority and severity of bug is low. It is done when customer want the application on the time. Customer can tolerate the bug in the released then the delay in getting the application and the cost involved in removing that bug. These bugs are mentioned in the Release Notes handed to client for the future improvement chances.

#### Q18. What is regression testing?

Regression Testing: When changes in the code of the software are made to fix the previous bug. Then testing needs to be perform to ensure that it will not generate a new bug in the application and it works as specified and that it has not negatively impacted any functionality that it offered previously. Regression Testing is important because of following reason:

That the application works even after the alteration in the code were made.
 The original functionality continues to work as specified even after doing changes in the software application.
 The alteration to the software application has not introduced any new bugs.

Q19.What is data driven testing?

Data Driven is an automation testing part in which test input or output values, these values are read from data files. It is performed when the values are changing by the time. The different data files may include data pools, csv files, Excel files. The data is then loaded into variables in recorded or manually coded scripts. For data driven testing we use Parameterzing and Regular expression Technique.

Ex: To evaluate login functionality, we use different user name and password combinations, variables are used to access different username and password. The list of username and password are stored in a data table or excel sheet.

Q20. What is alpha and beta testing?

Alpha testing: is performed by the IN-House developers. After alpha testing the software is handed over to software QA team, for additional testing in an environment that is similar to the client environment.

Beta testing: It is performed by end user. So that they can make sure that the product is bug free or working as per the requirement. IN-house developers and software QA team perform alpha testing. The public, a few select prospective customers or the general public performs beta testing.

# **11** Introduction to the SECTION 2 law of contract

Here is a brief summary of the law of contract. Complete the texts using the words in the box.

agreement breach capacity consideration damages fraud illegal -obligation oral performance property signed terms

#### What is a contract?

It is an agreement that creates a binding (1) <u>obligation</u> upon the parties. The essentials of a contract are as follows: mutual (2) \_\_\_\_\_; a legal (3) \_\_\_\_\_, which in most instances need not be financial; parties who have legal (4) \_\_\_\_\_\_ to make a contract; absence of (5) \_\_\_\_\_ or duress; and a subject matter that is not (6) \_\_\_\_\_ or against public policy.

# What form does a contract take?

In general, contracts may be either (7) \_\_\_\_\_\_ or written. Certain types of contracts, however, in order to be enforceable, must be written and (8) \_\_\_\_\_\_. These include contracts involving the sale and transfer of (9) \_\_\_\_\_.

# How does a contract end?

\_\_\_\_ of contract, the injured party may go to In case of a (10) \_\_\_\_\_ court to sue for financial compensation (or (11) \_\_\_\_\_\_), or for rescission, for injunction, or for specific performance if financial compensation would not compensate for the breach. Specific (12) \_\_\_\_\_\_ of a contract is the right by one contracting party to have the other contracting party perform the contract according to the precise (13) \_\_\_\_\_ agreed.

# **BLIVEWORKSHEETS**

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Discussion Question	
<ul> <li>Mary the singer signs a contract with Geo at George's event. The terms are</li> <li>3 days rehearsal</li> </ul>	orge to sing
1 day to perform at the show	Papel of S
Mary falls ill and misses 2 days of reheat ready for the 3 <sup>rd</sup> day and the show. Geo longer wants her to sing.	

Answer all questions. Mark the most suitable answer in the given space in the answer booklet.

Question 01

1. A contract is a

- <u>A legally binding agreement</u>
   A mutual understanding between two parties
   A verbal understanding between any party
- d) A written agreement between two or more parties

2.

- An essential part of a contract is that
- a) There should be a valid offer and valid acceptance b) There should be a physical product to transact

- c) Both parties should live in Sri Lanka
   d) The agreement entered should be certified by an Attorney at Law

3. An agreement as to land to be valid

- a) It should be in writing
- b) It should be in writing and proper stamps should be pasted
   c) Whether it is verbal or written but agreed in front of a lawyer
- d) It should be in writing and notarialy executed.

4. Jayalath prepares a medication for Dengu and advertises in the newspaper that compensation of Rs. 50,000 will be paid to anybody who uses his drug in the manner prescribed in the product and still does not get cured of Dengu. He further says that he has deposited Rs. 500,000 in the bank towards this purpose. Geetha Hamarasinghe attracts Dengu fever and uses Jayalath's drug as prescribed but did not get any cure. Now Geetha sues Jayalath for the compensation.

- a) Jayalath says there is no contract with Geetha to pay the compensation as Geetha did not inform him about the acceptance of his offer
- b) Geetha can ask for the reward despite she has not informed Jayalath as Jayalath's offer is made to the whole world.
- c) Jayalath has no obligation to pay Geetha as advertisements should not be taken seriously and it does not have any legal implications d) Jayalath can pay only the amount paid by Geetha to buy the drug and not any more.

5. Somawansa advertises in newspapers that he would like to sell his car for Rs. 5 million. After one week, Weerawansa comes and offers Rs. 5 million, but Somawansa declines to sell the car to Weerawansa

a) Somawansa has to sell the car to Weerawansa as Weerawansa has offered the correct money

b) Somawansa says there is no offer to accept and the advertisement is only an invitation for offers

c) Weerawansa says that an advertisement is an offer for the whole world and therefore any body can accept the offer and therefore Somawansa has to sell the car to him d) Somawansa can decline the offer as Weerawansa is late to offer.

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© 1996-2014, Amazon.com, Inc. or its affiliates In order to continue enjoying our site, we ask that you confirm your identity as a human. Thank you very much for your cooperation. An offer can't be accepted after it has been terminated. Explain when an offer can't be accepted after it has been terminated. terminated. An offer ceases to be capable of acceptance or offer lapses or comes to an end in the following circumstances:1) By communication of notice of termination of offer to the offree2) By lapse of the specified or reasonable time3) By death or insanity of the offer4) By counter offer5) By not being accepted according to the prescribed or usual mode.6) By non-fulfillment of a condition precedent. Whether a promise to pay time barred bet is valid and if so under what conditions? Ans: An agreement without consideration is void. But to this rule, certain exceptions are recognized and amongst them promise to pay a time barred bet is one. It is set out u/s.25(3) of the Indian Contract Act, 1872. The conditions to be fulfilled for its maintainability in the court of law are: - It shall be in writing and signed by the person or by his agent to pay debt either in part or full, which the creditor might have enforced but for the limitation of suits. Doctrine of Quantum Meruit: Ans: Quantum meruit literally means "as much as merited or earned' When a person has done some work under a contract and the other party repudiates the contract or some event happens which makes the further performed the work can claim for quantum meruit arises in the following cases:-1) When an agreement is discovered to be void u/S.65. 2) When something is done without any intention to do so gratuitously u/s.70 3) when there is an express or implied contract to render service but there is an express or implied contract to rend When a contract is divisible. 6) When an indivisible contracts? Ans: Quasi Contracts? An contracts is dealt under S.68 to 72. S.68: If a person who can't enter into contract is supplied must be reimbursed from the property of that person. S.69: Person who is interested in payment of money which another is bound to pay.S.70: Obligation of person enjoying benefit of non-gratuitous act: New Model car.S.71: Responsibility of finder of goods. Define "Contract of Guarantee", Surety", "Principal debtor", and "Creditor". What are the nature of liablities under Contract of Guarantee", Surety", "Principal debtor", and "Creditor". What are the nature of liablities under Contracts of Indeminty and Guarantee", Surety", "Principal debtor", and "Creditor". What are the nature of liablities under Contracts of Indeminty and Guarantee", Surety", "Principal debtor", and "Creditor". What are the nature of liablities under Contract of Guarantee", Surety ", "Principal debtor", and "Creditor". What are the nature of liablities under Contracts of Indeminty and Guarantee", Surety ", "Principal debtor", and "Creditor". What are the nature of liablities under Contracts of Indeminty and Guarantee", Surety ", "Principal debtor", and "Creditor". What are the nature of liablities under Contracts of Indeminty and Guarantee. which one party promises to save the other from the loss caused to him by the conduct of the promisor himself or by the conduct of any other person who gives the indemnity is called Indemnity is called the indemnity. proceedings which C may take against B in respect of a certain sum of Rs 2000. This is called Contract of Guarantee is also known as Contract of guarantee as " a contract of guarantee is also known as Contract of a certain sum of Rs 2000. This is called Contract of Guarantee is also known as Contract of Guarantee is also known of his default". Example: A advances a loan of Rs100 to B and c promises to A that if B doesnot repay loan, he will do so. This is a Contract of Guarntee. Give the meaning of 'Caveat Emptor' What are the exceptions to it? Caveat Emptor' What are the exceptions to it? a buyer satisfies himself as to the suitability of the product for his use, he would subsequently have no right to reject the same. Generally, buyer is expected to be careful while purchasing the goods and seller is not liable for any defects in goods sold by him. This principle in basic form is embodied in section 16 that subject to provisions of Sale of Goods Act and any other law.Exception-I: S.16 says when the buyer makes known to the seller, the particular purpose for which he wants goods and he relies on the seller's skills and judgment, then there is an implied condition that the goods shall be reasonably fit for the purpose. However, there is no implied condition if the article is sold under a trade name.Exception-II: Where the goods are purchased by description from a seller who is guilty of fraud shall not have protection of this rule.7. What is the true test for Partnership: In order to determine the existence of partnership one must look to the agreement between them is to share the profits of a business carried on by all or any of them acting for all, there is a partnership (S.4). The difficulty arises when there is no specific agreement. In such a case, we have to refer to S.6 which embodies the rule laid down in the case of Cox v. Hickman(1860) HLC268. "In determining whether a group of persons is or is not a firm or whether a person is not a partner in a firm, regard shall be had to the real relation between the parties, as shown by all relevant facts taken together. Ex: books of account, correspondence, evidence of employees etc." Again, statement by the parties in a document that they are partners doesn't necessarily constitute them partners in law. Sec. 6 further enumerates in its two explanations cases are: Joint owners sharing gross returns: Joint owners of some property sharing gross returns: Joint owners of some property sharing gross returns: Joint owners sharing gross returns: Joint owners of some property sharing gross returns: Joint owners of some property sharing gross returns: Joint owners sharing gross returns: Joint owners of some property sharing gross returns: Joint own become partners. If, however, co-owners start a business with a view to share its profits they may become partnership but the receipt by a person of a share of the profits of a business or of a payment contingent upon the earning of profits or varying with the profits earned by a business doesn't of itself make him a partner with the persons carrying on the business. In particular, there is no partnership in the following cases: (a) where, a person has let money to persons engaged or about to engage in business and receives a rate of interest varying with the profits or a share of profits. (b) Where a servant or agent is engaged in a business and receives his remuneration of the profits. (c) Where a widow or child of a deceased partner receives a portion of the profits in consideration of the sale. To conclude, one can say that the true test of partnership is not the sharing of profits by a person or the contribution of capital or the holding of a particular property jointly but whether the business is carried on by him or by another o his account so that there is a mutual agency between them. If relation of principal and agent exists between the parties constituting a group, formed with view to earn profits of a business, we can say that there is partnership.8. Agency doesn't require consideration is necessary to create an agency. The reason is as the affairs of the principal are placed in the hands of the agent, consideration in the sense of determent is enough to support the contract and as such no further consideration is necessary. Therefore, an agent under a gratuitous contract of agency will be as much bound by his contract as a paid agent. Holder in due course means any person who for consideration became the possessor of a Negotiable instrument if payable to bearer, or the payee or indorsee thereof, if payable to order, before the amount mentioned in it became payable and without having sufficient cause to believe that any defect existed in the title of the person from whom he derived his title. A minor issues a cheque in discharge of a liability and it was dishonored, whether he is liable to be prosecuted u/S.138 of the N.I Act. Minor or unsound person is incompetent to enter into a contract Act, 1872. However, S.26 of the Negotiable Instruments Act 1888 permits unsound or minor to draw, indorse, deliver and negotiable instruments of the Negotiable Instruments act 1888 permits unsound or minor to draw. convey valid title and acquire rights over the negotiable instrument but can't be burdened with liability. What is meant by Material Alternation? S.87 talks about Material Alternation? S.87 talks about Material Alternation? the instrument void. Material alteration discharges those who became parties prior to the alteration. It makes no differencec whether the alteration or Change of amount or interest rate in the instrument contrary to contract is a material alteration. What are the essential ingredients of offence u/S.138 of N.I. Act?To constitute Civil Liability for recovery of cheque amount, mere non-payment of money upon demand is adequate. However, in order to constitute criminal liability. It shall have been presented within the period of six months or within the period of its validity whichever is earlier. The cheque is returned by the bank unpaid due to insufficiency of funds in the account. The payee has given a notice to the drawer failed to pay within 15 days from the date of their second. receipt of notice. If the accused didn't pay the amount within fifteen days, his omission of non-payment amounts to offence on 16th day. The complaint should have been failed within one month from the date of expiry for the payment amounts to offence on 16th day. The complaint should have been failed within one month from the date of expiry for the payment of amount before a Metropolitan Magistrate or JMFC.13. What is an Inchoate Instrument? Ans: An instrument which is incomplete in some respect is called an inchoate instrument. When a person signs and delivers to another, a stamp paper, either wholly blank or after having written thereon an incomplete NI, he thereby authorises that other person to make or complete upon it a negotiable instrument for any amount not exceeding the amount covered by the stamp. The person so signing is liable upon such instrument, in the capacity in which he signed the same, to a HDC, for such amount. However, a person other than HDC, can recover from the person signing that instrument only the amount intended by him to be paid thereon. EVIDENCE ACT, 1872 Write a note on fact and fact in issue?Fact: S.3 says Fact means and includes:-(1) Anything, state of things, or relation of things, capable of being perceived by senses. (2) Any mental condition of which any person is conscious.Ex: (a) That there are certain objects arranged in a certain place.(b) Any mental condition of which any person is conscious.Ex: (a) That there are certain objects arranged in a certain place.(b) Any mental condition of which any person is conscious.Ex: (a) That there are certain objects arranged in a certain place.(b) Any mental condition of which any person is conscious.Ex: (a) That there are certain objects arranged in a certain place.(b) Any mental condition of which any person is conscious.Ex: (b) Any mental condition of which any person is conscious.Ex: (b) Any mental condition of which any person is conscious.Ex: (b) Any mental condition of which any person is conscious.Ex: (b) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any mental condition of which any person is conscious.Ex: (c) Any issue.Fact in issue: Any fact from which, either by itself or in connection with other facts, the existence, nature, or extent of any right, liability, or disability, asserted or denied in any suit or proceedings, necessary follows. It means matter under controversy. Write a note on Proved, disproved and not proved: S.3 of IEA defines proved. A fact is said to be proved when, after considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the matters before it, the court either believes it to exist or considering the exist or considering the matters before the court either believes it to exist or considering the exist or con it, the Court either believes it doesn't exist, or considers its non-existence so probable that a prudent man ought, under the circumstances of the particular case, to act upon the supposition that it doesn't exist. Not proved when it is neither proved nor disproved. What is the use of facts like motive, occasion, cause, introductory or explanatory, inconsistent etc., as their proof does not determine fact in issue? Ans: It is true to determine right or liability facts in issue shall be noted that every fact in issue has forward and backward linkages which help the court to arrive at conclusion with assertiveness. S. 6 to 11 IEA help parties to give forward and backward linkages for occurrence of fact in issue or any other relevant fact. a) If such fact form part of the same transaction(S.6) b) If it is the occasion, cause and effect of the fact in issue(S.7) c) Facts relating to motive, preparation and previous or subsequent conduct. However, conduct must be accompany and explain act(S.8) d) Facts necessary to explain or introduce relevant facts (S.9) e) If they are inconsistent with any fact in issue or relevant facts (S.1). What is identification parade? Ans: Identification parade? Ans: Identification parade? Identification arrested on the basis of physical features given by the eye witness, police arranges the test of identification parade is to test the truthfulness of the witness seen only once. The mode and manner of conducting test identification parade is spelled out under Rule.34 of A.P.Criminal rules of Practice.Identification parade is conducted in the presence of judicial Magistrate and the police have to leave the scene to ensure the free and fair conducting of Identification Parade, Suspected person will be placed among the other persons who have same physical characters of the accused as far as possible, 3. Then the Magistrate calls the witness to identify the accused person to whom he had seen while committing the offense, 4. If the eye witness identifies the accused and picks up the person to whom he had seen while committing the offense, 4. If the eye witness identifies the accused person to whom he had seen while committing the offense, 4. If the eye witness identifies the accused and picks up the person to whom he had seen while committing the offense, 4. If the eye witness will be called by court at the time of trial to identify the accused person. Evidentary value: It is not a substantive piece of evidence. It has only corroborative and contradictory value. What are essentials of Dying Declaration is a statement made by a person at the time or before the time of his death or circumstances relating to cause of his death. As the person in whose presence such statement was made can testify the facts about the death of the deceased even though he didn't perceive actual incident with his own senses. Thus Dying Declaration is one of the exceptions to the Hearsay rule of evidence. Evidentiary Value of D.D: It's a substantive piece of evidence about it truthfulness court convict a person solely on its basis without any corroboration. If the person didn't die and he is alive his statement can be used for contradiction U/S 157 of the IEA.Mode of recording: The mode of recording D.D is spelled out under R.33 of Criminal rules of practice.D.D may be oral or written. It can be recorded by any person including a police officer depending upon the urgency. If time permits it is always desirable to get the services of the Magistrate to record D.D as it has its own value. If it is in the hospital the certificate of the medical officer about the mental condition is necessary. D.D must be of a person who is competent to testify as a witness, if alive. There is no particular method of recording a D.D. It is desirable to record it in a question and answer and the answers be written in the words of the person making the declaration. It must be complete. The statement must be read over and the signature or thumb impression has to be obtained . The time of recording shall be noted. The court is obliged to rule out the possibility of the statement being the result of tutoring, prompting or vindictive or a product of the imagination. Write a note on Expert opinion as it is declared as relevant fact under S.45 of the Evidence Act. The opinion of a person who is an expert in any of the following subjects is a relevant fact. The subjects are like this: Opinion as to: a) Foreign law b) Science c) Art d) Identity of handwriting or finger impression. Expert opinion shall be received like any other evidence and it is only an advisory opinion.

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