

CHAPTER 15: TRANSFER OF OWNERSHIP AND DELIVERY OF GOODS.

15.1: INTRODUCTION

1. The term 'property' as used in the sale of goods act, 1930 means
 - a) Ownership
 - b) Possession
 - c) Custody
 - d) both b and c
2. The term 'possession of goods' means
 - a) Ownership of goods
 - b) Custody of goods
 - c) Both a and b
 - d) None of these
3. The main object of contract of sale is
 - a) Transfer of ownership of goods to the buyer.
 - b) Transfer of possession of goods to the buyer.
 - c) Payment of price of goods to the seller.
 - d) To help the seller in selling the goods.
4. On transfer of property in goods from seller to the buyer, the
 - a) Buyer becomes the owner of the goods.
 - b) Buyer becomes agent of the seller.
 - c) Seller ceases to be the owner of the goods
 - d) Both a and c.
5. 'Risk passes with the ownership' is an important rule in contract of sale, which means that in case of loss of or destruction of subject-matter of contract of sale (i.e., goods), the loss falls upon the person having
 - a) Ownership of goods
 - b) Physical custody of goods.
 - c) Both a and b
 - d) Capacity to bear the risk.
6. The goods are at the risk of a party who has the
 - a) Possession of goods.
 - b) Custody of goods.
 - c) Ownership of goods.
 - d) Both a and b.
7. The delivery of goods should
 - a) Be voluntary and lawful.
 - b) Have the effect of putting the goods in buyer's possession.
 - c) Both of these.
 - d) None of these.
8. The seller becomes entitled to recover the price of the goods when the
 - a) Goods are delivered to the buyer.
 - b) Ownership is transferred to the buyer.
 - c) Seller is in need of money
 - d) Goods are valued in terms of money
9. The general rule is that the transfer of ownership depends upon the intention of the parties.
 - a) True, section 19 contains a provision in this regard.
 - b) False, no such provision is there in the sale of goods act.

10. Which of the following statement is incorrect?
- a) The parties may fix the time for the transfer of ownership from seller to the buyer.
 - b) If the parties do not fix any time for the transfer of ownership, then it is governed by the provisions of the sale of goods act.
 - c) The rules for the transfer of ownership in case of both the specific goods as well as unascertained goods are provided in the sale of goods act.
 - d) There is no provision in the sale of goods act providing rule for the transfer of ownership incase of sale of goods on approval.

15.2: TRANSFER OF OWNERSHIP IN CASE OF SALE OF SPECIFIC GOODS

1. In case of sale of specific goods, the general rule is that the ownership of the goods is transferred from the seller to the buyer at the time of
- a) Making the contract.
 - b) Making payment of price
 - c) Delivery of goods to the buyer.
 - d) Completion of payment and delivery formalities.
2. The ownership of goods is transferred to the buyer at the time of making the contract only if the following condition is/are satisfied:
- a) The sale is of specific goods
 - b) The goods are in a deliverable state
 - c) The contract of sale is unconditional
 - d) All of the above.
3. The goods are said to be in a deliverable state when they are in such a condition that the buyer would, under the contract, be bound to take delivery of them.
- a) True b) False
4. In an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the
- a) Price is paid by the buyer.
 - b) Goods are delivered by the seller.
 - c) Goods are accepted by the buyer.
 - d) Contract is made.
5. In case of unconditional contract of sale, the property passes to the buyer at the time of making the contract. For the application of this rule, the goods must be
- a) Specific
 - b) In a deliverable state
 - c) Physically transferred to buyer
 - d) Both a and b.
6. In case of sale of standing trees, the property passes to the buyer when the trees are
- a) Counted and ascertained.
 - b) Felled and ascertained.
 - c) Earmarked but not felled.
 - d) None of these.
7. Where the specific goods are to be put in a deliverable state by some act of the seller, the property in the goods is transferred to the buyer when the
- a) Seller has done his act of putting the goods in a deliverable state.

- b) Buyer comes to know that the goods have been put in a deliverable state.
 - c) Both of these, as it are the requirement of law.
 - d) None of these, as in such a case the contract of sale is void.
8. Where the specific goods are in a deliverable state but the seller has to do some act to ascertain the price, the property in the goods is transferred to the buyer when the
- a) Seller does that act
 - b) Buyer comes to know about the same
 - c) Both a and b
 - d) Only a
9. In case of sale of specific goods on installments, the ownership is transferred to the buyer at the time of
- a) Making the contract
 - b) Paying the first installment
 - c) Either a or b
 - d) None of these.
10. In case of sale on installments, the intention of the parties is that the ownership should not be transferred until the last installment is paid.
- a) True
 - b) False.
11. The legal provisions relating to transfer of ownership in case of sale of specific goods, are contained in
- a) Section 17 to 19
 - b) Section 20 to 22
 - c) Section 23
 - d) Section 24.

15.3: TRANSFER OF OWNERSHIP IN CASE OF SALE OF UNASCERTAINED GOODS

1. In case of sale of unascertained goods the ownership is transferred to the buyer, when the goods are
- a) Ascertained
 - b) Appropriated to the contract
 - c) Weighed and measured
 - d) Both a and b
2. The ascertainment of goods is a
- a) Unilateral act of seller
 - b) Bilateral act of both
 - c) Unilateral act of buyer
 - d) None of these.
3. The 'ascertainment' is a process by which the goods to be delivered under the contract are
- a) Delivered by seller
 - b) Identified by the seller
 - c) Identified by the buyer
 - d) Accepted by the buyer
4. The 'appropriation' of goods is a
- a) Unilateral act of seller
 - b) Bilateral act of both
 - c) Unilateral act of buyer
 - d) None of these.
5. The 'appropriation' is a process by which the goods to be delivered under the contract are identified and set apart by the
- a) Seller only
 - b) Buyer only
 - c) Mutual consent of both
 - d) Third party

6. The appropriation of goods is always done with the mutual consent of both, the seller and the buyer.
a) True b) False.
7. The appropriation of goods may be done
a) Only by the seller with the consent of the buyer.
b) Either by the seller with the consent of the buyer
c) Either by the buyer with ht consent of the seller
d) Both b and c.
8. Ordinarily, the act of appropriation is done by the seller because the goods are generally in his possession.
a) True b) False
9. The act of setting apart the goods by the seller is 'ascertainment', and it would amount to appropriation if it is done
a) At the time of contract
b) During performance of contract
c) Within 30 days of making contract
d) With the consent of buyer.
10. A agreed to sell to B 100 bottles of oil to be produced by him. A filled the 100 bottles and of the rest after one week. Before B could take delivery, the oil was destroyed in a fire. In this case, the loss falls upon the
a) Seller b) buyer
c) Both in equal shares
d) Conditional agreement.
11. A contract for the sale of unascertained goods is
a) Complete sale.
b) Agreement to sell
c) Voidable agreement
d) Conditional agreement
12. A contract for the sale of unascertained goods is an agreement to sell. It becomes sale when the goods are
a) Ascertained
b) Appropriated
c) Delivered only
d) Both a and b.
13. The legal provisions relating to transfer of ownership in case of unascertained goods are contained in
a) Section 20 to 22
b) Section 18 and 23
c) Section 24
d) None of these

15.4: TRANSFER OF OWNERSHIP IN CASE OF SALE ON APPROVAL

1. The 'sale on approval' means the sale in which the buyer may return the goods if
a) He is incapable of paying the price.
b) He is not satisfied with seller's behavior.
c) The goods do not serve his purpose.
d) The seller fails to give special discount on acceptance of goods.
2. In case, of 'sale on approval' the buyer can return the goods if the goods do not server his purpose, but he must exercise the option of returning the goods within
a) 7 days of sale

- b) 15 days of sale
c) 30 days of sale
d) Reasonable time.
3. The 'sale on approval' is also known as
a) Hire-purchase agreement
b) 'sale on returns' basis
c) Restricted sale
d) None of these.
4. In case of sale on approval, if the goods are not returned within a reasonable time, the seller
a) Can ask for return of goods
b) Can recover compensation for failure to return goods
c) Becomes entitled to recover the price of goods
d) Both a and b
5. In case of 'sale on approval', the seller has no right to ask for the return of goods.
a) True b) False
6. In case of sale on approval, the ownership of goods is transferred to the buyer when he
a) Accepts the goods
b) Adopts the transaction
c) Fails to return the goods
d) In all the above cases.
7. A delivered some jewellery to B on 'sale or return' basis. B sold the jewellery to C on similar terms. In this case, the ownership passes to B
a) On sale by B to C.
b) If C fails to return the goods to B
c) If C returns the goods and B accepts return
d) If C pays the price to B
8. A delivered a horse to B on 'sale on return' basis. It was agreed that B should try it for 8 days and then return if it did not serve his purpose. The horse died on the 3rd day without any fault of B. In this case, the loss shall fall on the owner i.e.,
a) Seller b) buyer
c) Both in equal shares
d) Government.
9. The legal provisions relating to the transfer of ownership in case of 'sale on approval' are contained in
a) Section 23 b) Section 24
c) Section 25 d) Section 26
10. Which of the following statements is incorrect in relation to 'sale on approval'?
a) The seller cannot ask for the return of the goods sold
b) The seller cannot recover the price if the goods are not returned within a reasonable time
c) The seller can recover the price if the goods are not returned within a reasonable time
d) The ownership of goods is transferred to the buyer if he fails to return the goods within fixed time or reasonable time.
11. The 'reasonable time' in case of sale on approval
a) Is three months from the date of contract.
b) Is six months from the date of contract
c) Depends upon the fact and circumstances of each case.
d) Is always fixed in the contract.

12. Where it is expressly agreed between the seller and the buyer that the ownership shall not be transferred to the buyer until the price is paid, then the
- Transaction is known as 'sale for cash only or return'
 - Ownership transfer only on the payment of price
 - None of these, as imposition of such a condition makes the contract void.
 - Both a and b as such a contract is perfectly valid.

15.5: RESERVATION OF RIGHT OF DISPOSAL

- The delivery of goods to a carrier operates as transfer of ownership to the buyer if the
 - Goods are delivered to a carrier for the purpose of transmission to the buyer.
 - Seller delivers the goods to a carrier without reserving the right of disposal
 - Both a and b
 - Either a or b
- Where the seller imposes a condition that the ownership shall not pass to the buyer until price is paid, the
 - Contract is void being conditional
 - Seller is said to have reserved his right of disposal
 - Buyer becomes the owner only when the goods are delivered to him.
 - Condition is inoperative being unreasonable.

- Which of the following statements is correct regarding reservation of right of disposal by the seller?
 - The ownership is not transferred to the buyer until the conditions imposed by the seller are fulfilled
 - The ownership is not transferred to the buyer even if the goods are delivered to a carrier for the purpose of transmission to the buyer.
 - Both a and b are correct.
 - None of these is correct.
- While delivering the goods to a carrier, in which of the following cases, the seller is presumed to have reserved his right of disposal?
 - Where he takes documents of title in his own name
 - Where along with the documents of title, he also sends the bill of exchange for price.
 - Both of these
 - None of these
- Where the documents of title are made in the name of the buyer, but are sent by the seller to his own agent with specific instructions to part with them, then the seller is
 - Presumed to have reserved his right of disposal
 - Not presumed to have reserved his right of disposal
 - Guilty of breach of contract for imposing unreasonable condition
 - Liable to perform the contract even if the buyer does not pay the price.

15.6: RISK PASSES WITH THE PROPERTY (OWNERSHIP)

1. The general rule in the contract of sale is that the risk prima facie passes with the ownership i.e., the risk and ownership go together.
 - a) True
 - b) False
2. The goods are at the risk of the party who has the
 - a) Possession of goods
 - b) Ownership of goods
 - c) Capacity to bear loss
 - d) Custody of goods
3. The goods are at the risk of the seller (i.e., in case of loss of goods he has to bear the loss), until the
 - a) Physical possession is handed over to the buyer
 - b) Goods are accepted by the buyer to be in good condition
 - c) Ownership of the goods is transferred to the buyer
 - d) Buyer refuse to bear the loss of goods.
4. The goods are at the risk of the buyer when the
 - a) Ownership is transferred to him
 - b) Possession of the goods is given to him
 - c) Seller refuses to bear the loss of goods
 - d) Seller reserves his right of disposal
5. 'Risk passes with the ownership' is an absolute rule of law and there is no exception to this rule.
 - a) True
 - b) False

6. A clause in a contract of sale which provides that the ownership will pass to the buyer only on the payment of full price and in the meantime goods would remain with the seller but at the risk of buyer, is
 - a) Valid and effective
 - b) Void and ineffective
 - c) Voidable
 - d) Against law
7. In case the delivery of goods is delayed due to the fault of a party, then the goods shall be at the risk of defaulting party even though the ownership is with the other party.
 - a) True, as there is a provision to this effect
 - b) False, as it is against the general rule.
8. In which of the following cases, the general rule that the risk passes with the ownership is not applicable?
 - a) Agreement between the parties stating the party to bear the loss.
 - b) Defaulting party to bear the loss.
 - c) Trade customs providing otherwise
 - d) All of these

15.7: TRANSFER OF TITLE BY NON-OWNERS

1. The Latin maxim 'nemo dat quod non habet' means that
 - a) Only the seller has the right to sell the goods.
 - b) No one can transfer a better title than he himself has
 - c) The buyer gets the better title than that of the seller
 - d) The seller can transfer a title only to the bona fide buyer

2. In case of sale by non-owners, the
 - a) Sale is void and the buyer gets no title to the goods
 - b) Sale is voidable and the buyer gets title at the option of the owner
 - c) Buyer does not get a better title to the goods than that of the seller
 - d) Buyer gets a better title than that of the seller.
3. The rule that the buyer does not get a better title than that of the seller is provided in
 - a) Section 27 b) Section 28
 - c) Section 29 d) Section 30
4. A buyer from a thief gets
 - a) Limited title
 - b) No title
 - c) Condition title
 - d) Valid title
5. A mercantile agent, though not the owner, can transfer a valid title to a bona fide buyer.
 - a) True b) False
6. A mercantile agent, in possession of the goods, can transfer a better title to a buyer when
 - a) He gets court permission for the sale of goods
 - b) He acts in the ordinary course of his business
 - c) The buyer buys the goods in good faith
 - d) Both the conditions b and c are satisfied
7. Sale by which of the following persons is valid even if he is not the owner?
 - a) Pawnee
 - b) Finder of goods
 - c) Mercantile agent
 - d) All of these
8. Which of the following statements is correct?
 - a) A person in possession of goods under a voidable contract can sell the goods
 - b) A seller in possession of goods after their sale can also sell the goods
 - c) Both a and b are correct.
 - d) None of these statements is correct
9. A buyer who buys the goods from one of the various joint-owners, gets a valid title to the goods when the
 - a) Buyer buys the goods in good faith
 - b) Joint-owner was in the sole possession of the goods
 - c) Joint-owners sell the goods on credit only
 - d) Both a and b
10. A person in possession of goods under a voidable contract, can validly sell the goods and the buyer who buys the goods in good faith gets a valid title if the sale is made
 - a) Before the contract is rescinded
 - b) After the contract is rescinded
 - c) After the contract becomes void
 - d) Both b and c.
11. A person in possession of goods under a void contract can validly sell the goods.
 - a) True b) False
12. A purchased a refrigerator from B by fraud. Before the contract is put to an end, A sells the same to C who buys in good faith without any notice of A's defective title. Here C will get
 - a) Good title b) no title

- c) Defective title d) limited title

13. In which of the following circumstances, a finder of goods can validly sell the goods when the true owner cannot be found with reasonable diligence?
- Where the goods are in danger of perishing or losing greater part of their value.
 - Where the lawful charges of the finder amounts to two-thirds of the value of the goods
 - Both a and b, as these have been specifically permitted under law.
 - Only a, as the option b is not permitted under law.

15.8: MODES AND RULES OF EFFECTIVE DELIVERY OF GOODS

- Which of the following mode of delivery is considered effective for a valid contract of sale?
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - All of these
- Handing over the goods to the buyer amounts to
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - None of these.
- Delivering the keys of the godown in which the goods sold are store, amounts to
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - None of these

- Transfer of documents of title to the goods sold to the buyer, amounts to
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - None of these
- Where a third person in, possession of goods sold, acknowledged to the buyer to hold the goods on buyer's behalf, the delivery is said to be
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - None of these
- The constructive delivery is also known as 'delivery by allornment'.
 - True
 - False
- A sold 250 bags of rice to B which are in the possession of C, a warehouseman. On A's instructions C acknowledges to B that he is now holding goods on B's behalf. In this case, there is
 - Actual delivery
 - Symbolic delivery
 - Constructive delivery
 - No delivery at all
- In contract of sale, the seller is
 - Bound to deliver the goods without any demand of delivery from the buyer.
 - Not bound to deliver the goods unless the buyer makes a demand for delivery of goods.

- c) Guilty of breach of contract if he does not deliver the goods of his own
- d) Liable to pay damages for not delivering the goods without demand.
9. In a contract of sale, the buyer
- Must make a demand for delivery of goods
 - Has no cause of action against seller if he does not make demand for delivery
 - Should make a demand even if the goods sold are to be subsequently acquired by the seller.
 - All of these.
10. The goods sold to the buyer should be delivered at
- Specified place
 - Any place of seller's choice.
 - Any place of buyer's choice
 - Known place of the market
11. In case of sale, where no place for delivery of goods is specified in the contract, the goods sold are to be delivered at the place
- Of buyers' choice
 - At which they are at the time of sale
 - Of seller's choice
 - Of local authority.
12. In case of an agreement to sell, where no place for delivery of goods is specified in the contract the goods sold are to be delivered at the place.
- Of buyer's choice
 - At which they are at the time of agreement to sell
 - Of seller's choice
 - At which buyer will be residing at the time of agreement to sell.
13. In case of an agreement to sell, if no place is specified, the goods are to be delivered at the place where they are at the time of agreement to sell, and if at the time of agreement, the goods are not in existence, then they are to be delivered at the place where the goods are
- Manufactured or produced
 - Desired to be delivered by the buyer
 - Desired to be delivered by the seller
 - None of these as the agreement is void.
14. The goods sold to the buyer should be delivered to him
- Within 15 days of contract
 - At specified time
 - Within 30 days of contract
 - At any time of seller's choice.
15. Where no time of delivery of goods is specified in the contract, then the delivery of goods should be made within
- 15 days
 - 30 days
 - One month
 - reasonable time
16. Where at the time of sale the goods are in the possession of a third person, then the effective delivery takes place when the
- Buyer receives the goods from such third person.
 - Third person acknowledges to the buyer that he holds the goods on his (buyer's) behalf.
 - Seller instructs the third person to deliver the goods to the buyer.
 - Goods are physically put in buyer's possession

17. Where the goods are sold by the transfer of documents of title e.g., bill of lading, railway receipt etc., the effective delivery takes place on the
- Transfer of documents of title
 - Third person's acknowledgement
 - Commencement of transit
 - End of the transit
18. Unless otherwise agreed, the expenses for putting the goods in a deliverable state are borne
- Seller
 - buyer
 - Jointly by both
 - carrier.
19. Unless otherwise agreed, the expenses of receiving the goods are borne by the
- Seller
 - buyer
 - Jointly by both
 - carrier.
20. Where the part delivery is made in progress of the whole delivery, then
- It is treated as the delivery of whole quantity.
 - The ownership of whole quantity is transferred to the buyer.
 - None of these, as part delivery is not recognized under the act
 - Both of these, as it is legal position on the point.
21. Where the part delivery is made with the intention of separating it from the whole, then
- It is treated as the delivery of whole quantity.
 - The ownership of partly delivered quantity is transferred to the buyer
 - Both of these, as it is the legal position or point.
 - None of these, as passing of part ownership is not recognized under the act
22. Where there is short delivery i.e., the seller delivers a less quantity of goods than the contracted, then the buyer
- May reject the goods
 - May accept the short delivery
 - Must accept the short delivery
 - Either a or b
23. Where there is excess delivery of goods, then which of the following options is available to the buyer?
- He may reject the whole quantity
 - He may accept the whole quantity
 - He may accept the contract quantity and reject the excess.
 - All of the above options are available to the buyer.
24. Where the buyer rejects the whole quantity of goods due to short delivery or excess delivery, the contract is treated as
- Subsisting
 - cancelled
 - Void
 - invalid
25. Where the seller delivers the goods mixed with the goods of different description, the buyer may accept the contracted goods or reject the whole lot of goods.
- True, as it is the legal position on the point.
 - False, as in case of mixed delivery the buyer has no option but to reject the whole lot.

26. The delivery of goods by installment, where there is no agreement regarding delivery by installment, is considered
- Valid and effective
 - Invalid and ineffective
 - Conditional
 - None of these.
27. Unless otherwise agreed, the buyer is
- Bound to accept installments delivery
 - Not bound to accept installment delivery
 - Liable for damages if does not accept installment delivery
 - Guilty of breach if does not accept installment delivery.
28. Where the goods are delivered to a carrier or wharfinger for the purpose of transmission to the buyer, the delivery is
- Valid and effective
 - Invalid and ineffective
 - Conditional
 - None of these.
29. On seller's wrongful refusal to deliver the ascertained goods to the buyer, the buyer can file a suit for recovery of
- Goods
 - damages
 - Both a and b
 - none of these
30. On seller's refusal to deliver the goods, the buyer can file a suit for specific performance of contract on the fulfillment of following condition
- Sale is for specific goods
 - Damages are not adequate remedy
 - Both a and b
 - Buyer has not such right
31. On the payment of price by the buyer, if the seller fails to deliver the goods, then the buyer can file a suit for
- Refund of price
 - Interest
 - None of these
 - Both a and b

FILL IN THE BLANKS AND PAIR MATCHING QUESTIONS

Choose the appropriate option to fill in the blanks in Questions 1 to 4:

1. The term 'property' in goods means _____ of goods.
 - a) Ownership
 - b) Possession
 - c) Custody
 - d) Control

2. A contract of sale is _____ in case it is for the sale of unascertained goods.
 - a) Voidable agreement
 - b) An agreement to sell
 - c) Void agreement
 - d) Completed sale.

3. In case of 'sale on approval', the buyer must exercise his option to return the goods within _____, if the goods do not serve his purpose.
 - a) 7 days
 - b) 15 days
 - c) 30 days
 - d) Reasonable time.

4. The party, who has _____ of goods, has to bear the loss in case of destruction of goods

a) Custody	b) Possession
b) Ownership	d) Control.

5. Match the following:

i)Actual delivery	a)Sellers's act of identification of goods
ii)Symbolic delivery	b)Acknowledgement by third party to hold goods on buyer's behalf.
iii)Constructive delivery	c)Delivering keys of godown where goods are lying
iv)Ascertainment of goods	d)Handing over the goods to buyer.

6. Match the following:

i)Sale on approval	a)Title by prevention of claim or assertion of law
ii)Appropriation of goods	b)No one can transfer a better title than he himself has
iii)Nemo dat quod non-habet	c)Identification and setting apart the with mutual consent.

iv) Title by Estoppel

d) Buyer has the option to return if the goods do not serve his purpose.

OBJECTIVE TYPE QUESTIONS

(WITH CORRECT/INCORRECT OPTION AND HINTS)

1. The expression 'property in the goods' means the 'possession of the goods'
 - a) Correct
 - b) Incorrect
2. Risk generally passes with the ownership
 - a) Correct
 - b) Incorrect
3. In a contract for sale of specific goods in a deliverable state, the property in the goods passes to the buyer on the payment of the price.
 - a) Correct
 - b) Incorrect.
4. In a contract for sale of specific goods not in a deliverable state, the ownership passes as soon as the goods are put in a deliverable state whether or not the buyer has notice of the same.
 - a) Correct
 - b) Incorrect
5. In case of sale on approval, the ownership passes to the buyer immediately at the time of making the contract.
 - a) Correct
 - b) Incorrect
6. The delivery of goods to a carrier amounts to the appropriation of goods
 - a) Correct
 - b) Incorrect

7. A buyer buying the goods from a mercantile agent does not get a valid title to the goods, as mercantile agent is not the owner.
 - a) Correct
 - b) Incorrect
8. A buyer buying the goods in good faith from one of the several joint owners, who is in sole possession of the goods with the consent of other joint owners, gets a goods title to the goods.
 - a) Correct
 - b) Incorrect
9. A person in possession of goods under a voidable contract cannot transfer a valid title.
 - a) Correct
 - b) Incorrect
10. The delivery of keys of the godown, in which the goods are lying to the buyer amounts to actual delivery.
 - a) Correct
 - b) Incorrect
11. The seller is not bound to deliver the goods unless the buyer makes a demand for the delivery of goods
 - a) Correct
 - b) Incorrect
12. When the goods are delivered to the buyer and he refuses to accept them, he is not bound to return the goods to the seller.
 - a) Correct
 - b) Incorrect
13. Refusal on buyer's part to take delivery of goods within a reasonable time makes him liable for any loss arising on account of his refusal to take delivery.
 - a) Correct
 - b) Incorrect

1. (b) Incorrect. The buyer from such a person gets a valid title if he acts in good faith and buys the goods before rescission of the voidable contract [section 29]
2. (b) Incorrect. Such a delivery amounts to symbolic delivery.
3. (a) Correct. In the first place, it is buyer's duty to make a demand for the delivery of goods [section 35]
4. (a) Correct. It is the law on the point. In such a case, the intimation of refusal to accept the goods is sufficient [section 43]
5. (a) Correct. It is the law on the point, Moreover, the buyer is also liable to the seller for reasonable charges for the care and custody of goods [section 44]