



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1333 Legal Aspects for Business**
Semester & Year : January - April 2020
Lecturer/Examiner : Christina Chan
Duration : 2 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of 2 parts:
PART A (60 marks) : Answer all FOUR (4) short answer structured questions. Answers are to be written in the Answer Booklet provided.
PART B (40 marks) : Answer ONE (1) case study question. Answer is to be written in the Answer Booklet provided.
2. Candidates are not allowed to bring any unauthorised materials except writing equipment into the Examination Hall. Electronic dictionaries are strictly prohibited.
3. This question paper must be submitted along with all used and/or unused rough papers and/or graph paper (if any). Candidates are NOT allowed to take any examination materials out of the examination hall.
4. Only ballpoint pens are allowed to be used in answering the questions, with the exception of multiple choice questions, where 2B pencils are to be used.

WARNING: The University Examination Board (UEB) of BERJAYA University College regards cheating as a most serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from BERJAYA University College.

Total Number of pages = 3 (Including the cover page)

PART A (60 marks) Answer all FOUR (4) short answer structured questions supported with decided cases.

Answers are to be written in the Answer Booklet provided.

1. (a) Casey has been working as a supervisor in a logistic firm for the past five years. There have been no complaints about her work. Yesterday, for no apparent reason, her employer told her to pack up her belongings and not to return to the office anymore. Explain the term “unfair dismissal” and the rights of Casey as an employee upon unfair dismissal. (5 marks)
- (b) Briefly explain the employer duties to provide a safe working environment and safety equipment for the employees under the Occupational Health and Safety Act 1994. (10 marks)
(Total: 15 marks)
2. A contract of agency can be expressed or implied from certain circumstances and conduct of the parties. State the ways in which an agency may arise and explain any **three (3)** examples of them. (15 marks)
3. Special Rice Sdn. Bhd. purchased a consignment of fragrant rice from Thailand, which arrived marked as “Thailand Premier Fragrant Rice”. Special Rice Sdn. Bhd. immediately instruct their senior production managers to mark the labels on all the rice packages to make it clear that the rice products were from Thailand. One senior production manager labeled it as “Malaysian Premier Fragrant Rice”. Has Special Rice Sdn. Bhd. breached any section(s) of the Trade Descriptions Act 2011 for falsely and misleadingly describing the goods? (15 marks)
4. (a) Tasty Cake Sdn. Bhd. has outlets selling boutique cakes in all the major malls. Tasty Cake Sdn. Bhd. decided to purchase five (5) ovens from Top Oven Sdn. Bhd. Tasty Cake Sdn. Bhd. bought the ovens on the undertaking from Top Oven Sdn. Bhd. that these ovens could bake cakes at a certain required temperature. Unfortunately when Tasty Cakes Sdn. Bhd. started their business at one of the malls, they were unable to bake the boutique cakes as the oven’s temperature falls below the required temperature. Advise Tasty Cakes Sdn. Bhd. as to whether Top Oven Sdn. Bhd has breached the Sale of Goods Act 1957. (8 marks)
- (b) In the event that there is a breach of the Sale of Goods Act 1957 by Top Oven Sdn. Bhd., advise Tasty Cake Sdn. Bhd. any (2) remedies available to them under the Sale of Goods Act 1957. (7 marks)
(Total: 15 marks)

End of Part A

PART B (40 marks) Answer ONE (1) case study question supported with decided cases. Answer is to be written in the Answer Booklet provided.

1. Allison, Casey and Miriam form a partnership's florist business in Klang Valley.
- (a) Miriam is in charge of purchasing the daily ingredients for their business. It was agreed between the partners that any purchases beyond the sum of RM15,000.00, the consent of all the partners are required. One day Miriam decided to purchase a valuable antique painting worth RM40,000.00 under the partnership, without obtaining the consent of Allison and Casey. When both Allison and Casey discovered the purchase by Miriam, they were furious. Advise both Allison and Casey whether the partnership is bound by the said purchase? (25 marks)
- (b) Allison and Casey decide to form a new partnership. Advise them on the legal principles concerning the following:-
- (i) The minimum and maximum number of partners in the firm; (3 marks)
 - (ii) Whether a written partnership agreement is necessary; (3 marks)
 - (iii) Registration of the firm, if necessary; (3 marks)
 - (iv) Whether the partnership is a legal entity; (3 marks)
 - (v) Each partner's liability for debts. (3 marks)
- (15 marks)
- (Total: 40 marks)

End of Exam Paper