



## FACULTY OF BUSINESS

### FINAL EXAMINATION

Student ID (in Figures) : 

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Student ID (in Words) : \_\_\_\_\_  
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Course Code & Name : **LAW1323 LEGAL ASPECTS FOR HOSPITALITY & TOURISM**  
 Trimester & Year : January - April 2024  
 Lecturer/Examiner : Ms Amalina Mustaffa  
 Duration : 2 Hours

#### INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:  
 Part A: 50 marks : FIVE (5) structured questions. Answer ALL questions.  
 Part B : 50 marks : THREE (3) Essay questions. Answer only TWO (2) questions.  
 All answers must be written in the answer booklet(s) provided using ENGLISH LANGUAGE only.
2. Candidates are not allowed to bring any unauthorized 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 = 5 (including the cover page)**

**PART A : FIVE (5) STRUCTURED QUESTIONS.**

**INSTRUCTION(S): ANSWER ALL QUESTIONS**

**(50 MARKS)**

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**Question 1**

Explain why the following are regarded as an invitation to treat (ITT).

(10 marks)

- a. Price list/catalogue.
- b. Display of goods with price tags in a supermarket.
- c. An advertisement.
- d. Auction.
- e. Brochure.

**Question 2**

Explain **THREE (3)** situations when acceptance is not absolute and unqualified.

(9 marks)

**Question 3**

For an agreement to be a contract, there must be an intention between the parties that they want to enter into a legal relationship. Explain the types of relationship in contract and provide **ONE (1)** case law in each type.

(11 marks)

**Question 4**

A hotel owes its guest a duty of care. Explain.

(10 marks)

**Question 5**

Wood Dragon Enterprise enters into a contract to sell antique furniture to Natural Interior Sdn Bhd. However, the furniture was destroyed in a flash flood. Decide whether there is a contract between them.

(10 marks)

**END OF PART A**

**PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 25 MARKS.**  
**INSTRUCTION(S) : ANSWER ONLY TWO (2) QUESTIONS (50 MARKS)**

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**Question 1**

- a. Describes the relationship between principal, agent and a third party. (5 marks)
- b. Explain **FIVE (5)** duties of an agent to a principal and **TWO (2)** duties of a principal to an agent. (20 marks)

**Question 2**

An employment contract may be terminated when an employee reaches the retirement age as well as when an employee resigns. When this happens, the employee can either give notice of termination or indemnify the employer with a sum equal to the amount of wages that he would have earned in the period of notice. However, an employer too can terminate an employment contract by providing notice to the employee. Discuss the circumstances when an employer can terminate an employment contract of an employee.

(25 marks)

**Question 3**

Discuss whether the following practices of halal food are lawful.

- a. Lazat Sangat Sdn Bhd was the importer of beef from Indonesia. The beef was certified as halal by one of the halal certification authority in Indonesia. However, that authority is not recognized by the Department of Islamic Development Malaysia (JAKIM).
- b. Kaya Manis Foods was a fruit jam producer. It obtained halal certification in respect of all its food products. However, after the pandemic, Kaya Manis Foods purchased a new type of gelatin used in the fruit jam production from a different supplier. The gelatin was stated as derived from bovine, and not certified as halal.
- c. Green Veggies Sdn Bhd processes vegetable products. The management of Green Veggies Sdn Bhd did not think that its products could possibly be non-halal and had not bothered to obtain the halal certification from JAKIM. Instead, Green Veggies Sdn Bhd ordered a halal logo sticker from a printing shop in Cheras and put the halal logo on all its products. Later, Green Veggies Sdn Bhd advertised its product as halal.

(25 marks)

**END OF EXAM**

**APPENDIX  
CASE LIST**

**A**

Aspatra Sdn. Bhd. v Bank Bumiputra Malaysia [1988]MLJ 97

**B**

Brett v JS & His Wife (1600) 79 ER 9 & 7

Brown B Brant [1902] 1 KB 696

**C**

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256

Charles Grenier Sdn Bhd v Lau Wing Hong [1996] 3 MLJ 327

Chappell & Co Ltd v Nestle Co Ltd [1960]

Choo Tiong Hin & Ors Choo Hock Swee [1959] MLJ 67

Chia Foon Tau v Lim Pey Lin [1998] 7 MLJ 762

Collins v Hertfordshire County Council [1947] KB 598

Constantine v Imperial London Hotels Ltd [1944] 2 ALL ER 171

**D**

Daiman Development Sdn Bhd v Mathew Lui Chin Tech & Anor Appeal [1978] 2 MLJ 239 FC Daimler Co. Ltd. v Continental Tyre & Rubber Co. (GB) Ltd. [1916] 2 AC 307

De Francesco v Barnum [1890] 45 ChD 430

DHN Food Distributors Ltd. v Tower Hamlets

London Borough Council [1976]3AllER462

Donoghue v Stevenson (1932) A.C. 562

**E**

Eckhardt Marine GMBH v Sheriff High Court of Malaya, Seremban & Ors [2001] 4MLJ 49

Entores Ltd [1955] 2 QB 327

**F**

Felthouse v Bindley [1862] 10 WLR 423.

**G**

Gibbons v Proctor (1891) 64 LT 594

Gibson v Manchester City Council [1979] 1 All ER 972

Gilford Motors Co. v Horne [1933] Ch. 935

Gov. of Malaysia v Gurcharan Singh & Ors [1971] 1 MLJ 211

**L**

Lee Chin Kok v Jasmin Arunthuthu Allegakoen & Ors [2000] 4 MLJ 481

Lim Chia Min v Cheah Sang Ngeow & Anor

Loh Kwan Moi & Ors v Ramli bin Jamil & Ors & Government of Malaysia (1984) 1 MLJ 46

**M**

Murugesu v Nadarajah [1980] 2 MLJ 82

Mohori Bibee v Dhurmodas Ghose [1903] LLR 30 Cal. 539

**N**

Nash v Inman [1908] 2 KB 1

**P**

Pinnel's case (1602) 77 ER 237

Phang Swee Kim v Beh I Hock [1964] 383

Preston Corporation Sdn Bhd v Edward Leong & Ors [1982] 2 MLJ22

**Q**

Queck Poh Guan (as administrator of The Estate of Sit Kim Boo, deceased) v Quick Awang [1998] 3 MLJ 388

**R**

R v Clarke (1927) 40 CLR 227

Raffles v Wichelhaus (1864) 2 Hurl & C 906

Re Bugle Press Ltd. [1961] Ch.270

Re Tan Soh Sim & Ors v Tan Saw Keow [1951] MLJ 21

Roberts v Gray [1913] 1 KB 520

Rothfield v North British Hotel [1920] SC805

**S**

Salomon v A. Salomon & Co. Ltd [1897] AC 22

Sathu v Hawthornden Rubber Estate Co Ltd (1961) MLJ 318

Smith, Stone & Knight Ltd. v Birmingham Corporation [1939]4 AllER 116

**H**

Ho Kam Phaw v Fam Sin Nin [1998] 3 CLJ 708  
Hotel Jaya Puri Bhd. v National Union or Hotel,  
Bar and Restaurant [1980] 1 MLJ 109

**J**

Jones v Lipman [1962] 1 WLR 832

**K**

Kam Mah Theatre Sdn Bhd v Tan Lay Soon  
Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ  
170  
Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

**T**

Tan Hee Juan v The Boon Keat [1934] MLJ 96  
Taylor & Caldwell [1863] EWHC QB 11  
Tinn v Hoffman Co. [1873] 29 LT 271  
Tesco Supermarkets Ltd. v Natrass [1972] AC  
153  
Trollope & Colls Ltd v Atomic Power  
Constructions Ltd [1962] 3 All ER 1035

**W**

Weatherby v Banham (1832) 5 C & P 228  
Williams v Cawardine [1833] EWHC KB J44  
Woon Yoke Lin v. United Estate Projects Berhad  
[1998] 4 AMR 4052