



Private & Confidential

SCHOOL OF TOURISM

FINAL EXAMINATION

Student ID (in Figures) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Student ID (in Words) : _____

Subject Code & Name : **DEV 2304 INTRODUCTION TO LEGAL ISSUES IN EVENTS**
Semester & Year : January – April 2018
Lecturer/Examiner : Mr. Anandaselvam Kannan
Duration : 2 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of 2 parts:

PART A (70 marks) : There are FOUR (4) essay questions. Answers ALL questions in the Answer booklet provided.
PART B (30 marks) Answer the case study questions in Booklet provided.
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 = 4 (Including the cover page)

PART A: Short Answer Questions.

Answer ALL questions in the Answer Booklet provided

Question 1

In relation to the law of agency:

- a) Explain **FOUR (4)** duties of an agent to a principal under the Contracts Act 1950. (8 marks)
- b) Explain any **TWO (2)** duties of a principal to an agent under the Contracts Act 1950. (4 marks)
- c) Explain **FOUR (4)** ways by which an agency may come into existence. (8 marks)

Total (20 marks)

Question 2

Ahmad, Balu and Chong are partners of a firm called ABC & Partners. Chong has always been a sleeping partner and has never participated in the running of the partnership business. Balu retired from the partnership nine months ago. The partnership is now experiencing financial difficulties and has incurred liabilities amounting to RM500,000. The assets of the partnership are insufficient to cover its liabilities.

With reference to the Partnership Act 1961, answer the following:

- a) Define a partnership. (2 marks)
- b) Explain the main characteristics of a partnership. (10marks)
- c) Explain the liability of Balu as a retired partner. (3 marks)

Total (15 marks)

Question 3

In relation to the law of Company Law:

- a) Explain the meaning of 'veil of incorporation'. (8 marks)
- b) Describe **FOUR (4)** situations when the 'veil of incorporation' may be lifted. (12 marks)

Total (20 marks)

Question 4

In relation to employment law:

- a) Explain **THREE (3)** ways by which a contract of service may be terminated under the Employment Act 1955.
(6 marks)
- (b) Explain, and illustrate using relevant examples, what constitutes 'constructive dismissal'.
(4 marks)
- (c) Explain any **TWO (2)** remedies available to an employee who has been unjustifiably dismissed.
(5 marks)

Total (15 marks)

END OF PART A

Part B: Case Study Question. Answer this **ONE** Question.

Azman was contemplating of migrating to America for a couple of years. He was granted a green card on the 14th of January 2017. On 3 March 2017, Azman wrote to Benny offering to sell to Benny his yacht, Lightning, for RM1 million. The letter expressly stated that if Benny did not reply by 10 March 2017, he would be deemed to have accepted the offer. On 9 March 2017, Azman sent a letter to Benny revoking his offer. On 10 March 2017 Benny posted a letter to Azman accepting Azman's offer. Azman's letter of revocation reached Benny on 11 March 2017. Benny's letter of acceptance reached Azman on 12 March 2017. Benny wishes to know whether there is a valid contract between him and Azman for the sale and purchase of the yacht, Lightning.

- a) Discuss whether a contract existed between Azman and Benny citing the relevant Section of Contract Act 1950 with decided case law.

(24 marks)

- b) What would be your answer if Azman posted the letter of revocation on the 4th of March 2017?

(3 marks)

- c) Can Benny revoke his acceptance after he posted acceptance?

(3 marks)

Total (30 marks)

End of Exam Paper

