



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1323 LEGAL ASPECT FOR HOSPITALITY & TOURISM**
 Trimester & Year : May - August 2023
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 3 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:
 Part A: 60 marks : SIX (6) structured questions. Answer ALL questions.
 Part B : 40 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 = 6 (including the cover page)

INSTRUCTION(S) : ANSWER ALL QUESTIONS.

Question 1

Provide **TWO (2)** differences between written and unwritten law. (6 marks)

Question 2

Provide **FOUR (4)** differences among sole proprietorship, partnership and company. (12 marks)

Question 3

Under **section 3(1)** of the Partnership Act 1961, partnership is defined as the relation which subsists between **persons** carrying on a business in common with a view of profit. Explain the meaning of the word 'persons' under this definition. Provide **TWO (2)** cases to support your answer.

(10 marks)

Question 4

Lina placed her gold ring worth RM700.00 on a table in her room. She left the door of her room open all night. The next morning, she discovered that her gold was stolen. Can Lina claim from the hotel?

(12 marks)

Question 5

Explain the following terms:

i. consensus ad idem (2 marks)

ii. judicial precedent (2 marks)

iii. contract (2 marks)

iv. consideration (2 marks)

v. offer (2 marks)

Question 6

i. State the essential elements that must be fulfilled in order to form a valid contract. (5 marks)

ii. Lily received a magazine by post from a publisher with a note saying that unless the magazine was returned within fourteen days, it would be assumed that the recipient had subscribe the magazine for RM60.00 a month. Advise Lily. (5 marks)

END OF PART A

PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 20 MARKS.
INSTRUCTION(S) : Answer ONLY TWO (2) questions (40 marks)

Question 1

The courts are organized into a hierarchical order (ranking in terms of power). Explain the structure of Malaysian court and the jurisdictions for each court.

(20 marks)

Question 2

Susan was reading a newspaper and saw an advertisement below. She quickly calls the number in the advertisement but she was told that the tour packages were sold out. Susan was furious as she had promised her daughter a trip to Sabah on this coming school holidays. She felt that Keramat Kinabalu Travel & Tour had put up a false and misleading advertisement. Susan insisted that Keramat Kinabalu Travel & Tour to honour their promise. Advise Susan.

(20 marks)

The advertisement is for a 'DAY TRIP TO KUNDASANG 3 DAYS 2 NIGHT'. It features a scenic background of mountains and a signpost. The text includes:

- BOOK NOW** (in a blue brushstroke box)
- KERAMAT KINABALU TRAVEL & TOUR** (with logo)
- DAY TRIP TO KUNDASANG 3 DAYS 2 NIGHT**
- INCLUSIVE**
- ROOM FOR 2 NIGHTS
 - AIRPORT SHUTTLE (RETURN)
 - ENTRANCE FEE DESA FARM
 - TRANSPORTATION & DRIVER TO KUNDASANG (RETURN)
- VISIT OUR SOCIAL MEDIA @KERAMAT KINABALU TRAVEL AND TOUR** (with social media icons)
- MORE INFORMATIONS CALL US ZAC- 016 3600 880** (with phone icon)

Question 3

Kakashi worked as a Chef at Yama Restaurant. One day, a customer – Yoko, ordered a beef bento set from the restaurant. As Kakashi was preparing the beef, he noticed that the colour of the beef was rather dull and the beef smelled unpleasant. However, Kakashi did not inform the Head Chef or other kitchen staff about it. Kakashi then used the beef to prepare the beef bento set ordered by Yoko. Unfortunately, Yoko suffered severe food poisoning later that afternoon. Yoko experienced chronic stomach pain and diarrhea. Her mother had rushed her to the hospital and the doctor confirmed that the cause of her illness was the beef dish she had earlier.

Meanwhile, back at the Yama Restaurant kitchen, the Head Chef asked Kakashi to remove a pot of hot soup from the stove. While removing the hot pot from the stove, Kakashi was also talking to Boon - another fellow Chef who just came back from a cooking demonstration in Tokyo. Kakashi did not grip the handle of the pot properly and spilled the hot soup onto Jii, a fellow worker at Yama Restaurant. Fortunately, Jii only suffered minor burns but the manager quickly took Jii to the hospital anyway. Unfortunately, Jii had a rare blood disease which prevented his injuries from healing properly and died a week later.

Based on the situation above, provide an argument as whether Yama Restaurant is liable to Yoko and Jii.

(20 marks)

END OF EXAM

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
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
Rothfield v North British Hotel [1920] SC805

S

Salomon v A. Salomon & Co. Ltd [1897] AC 22
Shim Fatt v Leila Bus Road Co. [1957] SCR 3
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
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
Tan Teck Hee v Cheng Tian Peng [1915]2
F.M.S.L.R.161
Tan Ching Cheang v Estate Trust Agencies (1926)
Ltd. [1932] F.M.S.L.R.129

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