



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1323 LEGAL ASPECTS FOR HOSPITALITY & TOURISM**
 Trimester & Year : May – August 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 = 6 (including the cover page)

PART A : FIVE (5) STRUCTURED QUESTIONS.

INSTRUCTION(S): ANSWER ALL QUESTIONS

(50 MARKS)

Question 1

Explain the term 'unwritten law' in the context of Malaysian law. (7.5 marks)

Question 2

a. Explain the differences between an agreement and a contract. (4.5 marks)

b. Amir offers to sell his restaurant to Ray at the price of RM300,000.00. Assume that Ray said that he accepted the purchase of the restaurant for RM299,999.00. Is there any binding contract between Amir and Ray? Provide **ONE (1)** case to support your answer. (4.5 marks)

Question 3

a. Name the Act which governs the law of agency in Malaysia. (1.5 marks)

b. State ways in which an agency can be terminated. (9 marks)

c. Explain two instances when a bank acts as agent for its customer. (2 marks)

Question 4

a. Explain the main difference between a void contract and a voidable contract. (4.5 marks)

b. A and B entered into a contract. As a general rule, can a third party – C, sue A when A commits a breach of the contract? (2 marks)

Question 5

a. State the legal principle of company law established in the case of Salomon v A. Salomon & Co Ltd. (4.5 marks)

b. Ken Lee and some of his friends want to form a partnership. Advise them on the legal principles concerning the following:

- i. the minimum and maximum number of partners in the firm
- ii. whether written partnership is necessary
- iii. registration of the firm, if necessary
- iv. each partner's liability on debts
- v. whether the partnership is a separate legal entity

(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)

Question 1

Mr Saga checked in Hotel Suka on 1st March 2024. He booked Room 123 for the whole week. The room is worth RM350.00 per night. On 7th March 2024, he did not check out from the hotel. The hotel tried to reach him at his registered address and hand phone but failed. Mr Saga left behind his belongings such as *Air Pod 3* worth RM850.00, a *Tag Heur Connected Calibre E4* watch worth RM5850 and a pair of *Adidas Samba OG* shoe worth RM569.00. Mr Saga deposited the watch in the safe deposit of the hotel. His hotel bills were left unpaid. Hotel Suka came to you for advise pertaining to the unpaid bills as well as the hotel limitation of the unpaid bills.

Question 2

It was 2pm in the evening and the sky was bright. Wira was driving his new Proton S70 SUV. He connected the car entertainment system with his *Spotify* before driving. He felt very excited as he had waited 6 months for the car. While listening to his favourite singer- *Dua Lipa* and singing to the song *Illusion*, Wira did not realize that he kept on pressing the accelerator and he was going at 140km per hour. Wira eventually lost control of the car. Ahead, a construction worker – Shah Rock was crossing the busy road. He saw Wira’s car from far, but he kept crossing the busy road as he thought Wira would slow down when he sees the notice of the construction work nearby (refer to *Picture 2* below). At the very last moment before Wira hit the street lamppost, he hit Shah Rock. Due to the accident, Shah Rock was hospitalized for 2 weeks with a broken leg. Imagine you are the judge in this case. How would you decide? (25 marks)



Picture 2

Question 3

Zack Tam works as a Human Resource Manager at Tipu-tipu Shd Bhd in Kuala Lumpur. For the past few months, he had received several complaints from his employee about Meena - a Retail Associate of the company. The complaint, among other is about Meena's tardiness. Meena also was caught several times smoking at the office pantry. She was given the necessary action such as counselling, training, as well as a show cause letter for her conduct but her conduct remained unchanged. Two days ago, a fire detector was triggered by her when she smoked in the server room. Advise Zack Tam.

END OF EXAM

APPENDIX CASE LIST

A

Aw Yong Wai Choo v Arief Trading Sdn Bhd [1992] 1 MLJ 166
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
Gill v El Vino Co Ltd (1983)
Gilford Motors Co. v Horne [1933] Ch. 935
Gov. of Malaysia v Gurcharan Singh & Ors [1971] 1 MLJ 211
Great Northern Railway Company v Swaffield (1874) LR 9

L

Lee Chin Kok v Jasmin Arunthuthu Allegakoen & Ors [2000] 4 MLJ 481
Lee Choo Yam Holdings Sdn Bhd & Ors v Khoo Yoke Wah & Ors [1990] 2 MLJ 431
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

Pinkerton v Woodward (1867)
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
R v Higgins (1948)
R v Ivens (1835) 7 C. & P. 213
R v Kupfer [1915] 12 KB 321
Raffles v Wichelhaus (1864) 2 Hurl & C 906
Re Bugle Press Ltd. [1961] Ch.270
Re Spanish Prospecting Co. Ltd. [1911]1 Ch 92
Re Tan Soh Sim & Ors v Tan Saw Keow [1951] MLJ 21
Robins & Co v Gray (1895)
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
Soh Hood Beng v Khoo Chye Neo (1897)4 S.S.L.R

H

Hamlyn v John Houston and Co [1903] 1 KB 81.
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
Jones v Noy [1833] 2 M&K 125

K

Kabatanan Timber Extraction Co v Chong Fah Shing
[1969] 2 MLJ 6
Kam Mah Theatre Sdn Bhd v Tan Lay Soon
Keighley Maxted v Durant [1901] AC 240
Kelner x Baxter [1866] LR 2 CP 174
Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ 170
Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

T

T. Mahesan s/o Thambiah v The Malaysia
Government Officers' Co-operative Housing
(Malaysia) [1977] UKPC 21
Tan Hee Juan v The Boon Keat [1934] MLJ 96
Tan Kiong Hwa v Andrew S A Chong [1974] 2 MLJ 188
Tinn v Hoffman Co. [1873] 29 LT 271
Tesco Supermarkets Ltd. v Nattrass [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
Winkworth v Raven (1931) 1 K. B. 652
Wong Peng Yuen v Senanayake [1962] 28 MLJ 204
Woon Yoke Lin v. United Estate Projects Berhad
[1998] 4 AMR 4052